

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aether Systems, Inc.		09/17/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Slingshot Acquisition Corporation
Street Address:	2049 Century Park
Internal Address:	Suite 2700
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8		
Property Type	Number	Word Mark
Registration Number:	2453690	TRACKWARE
Registration Number:	2532653	MOBILEMAX2
Registration Number:	2549152	PRO2000
Registration Number:	2750274	EXEC2000
Registration Number:	2762457	20/20V
Registration Number:	2762458	20/20V
Serial Number:	78208526	GEOLOGIC
Serial Number:	78146886	AETHER TRAILERMAX

CORRESPONDENCE DATA	
Fax Number:	(415)393-2286
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	415-393-2000
Email:	diane.lambillotte@bingham.com
Correspondent Name:	Diane Lambillotte, Bingham McCutchen LLP
Address Line 1:	Three Embarcadero Center

CH \$215.00 2453690

Address Line 2: Suite 1800
Address Line 4: San Francisco, CALIFORNIA 94111-4067

ATTORNEY DOCKET NUMBER: PLATINUM EQUITY

NAME OF SUBMITTER: Mary Dougherty

Total Attachments: 5
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TRADEMARK ASSIGNMENT

WHEREAS, Aether Systems, Inc., a Delaware corporation with a principal place of business at 11500 Cronridge Dr., Suite 110, Owings Mills, Maryland 21117 ("Assignor") is the exclusive owner of all right, title and interest in and to all of the trademarks and any applications therefore listed on Annex A to this Trademark Assignment (which is attached hereto and incorporated herein by reference); and Slingshot Acquisition Corporation, a Delaware corporation with its principal place of business at 2049 Century Park East, Suite 2700, Los Angeles, California 90067 ("Assignee") desires to own Assignor's entire right, title, and interest in and to such Trademarks and applications, in all countries throughout the world, in accordance with this Trademark Assignment

NOW THEREFORE, for good and valuable consideration, receipt of which the Assignor acknowledges, and by signing and delivering this instrument, the Assignor sells, assigns, transfers, conveys, and delivers to the Assignee all of the Assignor's right, title, and interest in and to:

(a) the unregistered trademarks, registered trademarks and applications for registration of trademarks specifically listed in Annex A to this Trademark Assignment (as used herein trademarks refers to trademarks and/or service marks); and

(b) the following properties and rights with respect to all trademarks and applications so listed in Annex A:

(1) all goodwill associated with the business related to the trademarks together with Assignor's entire and exclusive rights title and interest in and to the trademarks and trademark applications listed in Annex A to this Trademark Assignment, free and clear of all liens, claims and encumbrances; and all rights to use, license and otherwise exploit the trademarks;

(2) any and all common law and/or unregistered trademarks, registered trademarks and trademark applications of the United States that have been or may be acquired, granted or filed, respectively, with respect to such trademarks;

(3) all foreign trademarks that may claim priority based on and correspond to the trademarks listed in Annex A;

(4) all income, royalties, damages, and payments hereafter due or payable to the Assignor with respect to the trademarks, including without limitation unpaid damages and payments for past, present, and future infringements of any trademark, with respect to which Assignor hereby waives any right to receive any portion thereof;

(5) all rights in and under the trademarks to the fullest extent allowed by law as fully as the Assignor would have held the same in the absence of this assignment; and

(6) all rights to sue and recover damages and payments for past, present, and future infringements or dilution of any of the trademarks, including the right to fully and entirely replace the Assignor in all related matters.

FURTHERMORE, Assignor agrees to cooperate fully with Assignee and to execute such further instruments, documents and agreements, and to give such further written assurances, as may be reasonably requested by Assignee to better evidence and reflect the transaction described in this

Trademark Assignment and to carry into effect the intent and purposes of this Trademark Assignment.

This assignment is made in connection with the sale of the entire business to which the trademarks relate. As of the date set forth below, the Assignee has succeeded to all right, title, and standing of the Assignor to: (a) receive all rights and benefits pertaining to the trademarks and related rights described above, and (b) commence, prosecute, defend and settle all claims and take all actions that the Assignee, in its sole discretion, may elect in relation to the trademarks identified on Annex A to this Trademark Assignment.

Assignor hereby authorizes the United States Patent and Trademark Office to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Trademark Assignment.

SIGNED AND SEALED this _____ day of September,

Aether Systems, Inc.:
a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF
COUNTY OF

On _____ before me, _____ (the undersigned notary), personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[seal]

Notary Public

SIGNED AND SEALED this 17th day of September, 2004.

Assignor: **Aether Systems, Inc.:**
A Delaware corporation

By: *David C. Reymann*
Name: David C. Reymann
Title: Chief Financial Officer

(Corporate Seal)

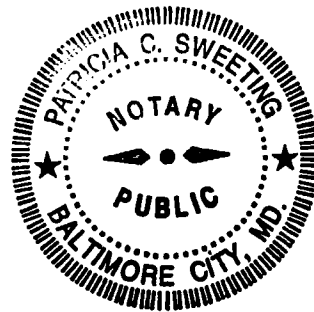
STATE OF MARYLAND
COUNTY OF Baltimore
City

On September 17, 2004 before me, Patricia C. Sweeting (the undersigned notary), personally appeared David C. Reymann personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Patricia C. Sweeting
Notary Public

[seal]



ACCEPTANCE:

The undersigned, Slingshot Acquisition Corporation, a Delaware corporation, hereby declares that it has accepted the foregoing assignment.

SIGNED AND SEALED this 14th day of September, 2004.

Assignee: Slingshot Acquisition Corporation:
a Delaware corporation

By: *[Signature]*
Name: Eva M. Kalawski
Title: Vice President & Secretary

(Corporate Seal)

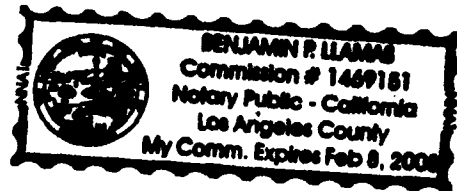
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On SEPTEMBER 14, 2004 before me, BENJAMIN P. LLAMAS (the undersigned notary), personally appeared EVA M. KALAWSKI personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Benjamin P. Llamas
Notary Public

[seal]



ANNEX A

Trademarks:

Registered Trademarks:

Trademark Number:

Title:

U.S. Reg. No. 2453690

TRACKWARE

U.S. Reg. No. 2549152

PRO2000

U.S. Reg. No. 2532653

MOBILEMAX2

U.S. Reg. No. 2750274

EXEC2000

U.S. Reg. No. 2762458

20/20V

U.S. Reg. No. 2762457

Trademark Applications:

U.S. App. No. 78/208,526

GEOLOGIC

U.S. App. No. 78/146,886

AETHER TRAILERMAX

Unregistered Trademarks:

Unregistered

MOBILEMAX

Unregistered

PROXIMITY ALERT

Unregistered

ADV MONITOR

Unregistered

AETHER MOBILEMAX

Unregistered

MULTIMODE