

06-24-2004

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102775869 TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Interwave Communications, Inc. 6-24-04 [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other DE Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: Partners for Growth Internal Address: Street Address: 560 Mission St. 3rd Floor City: San Francisco State: CA Zip: 94105 [] Individual(s) citizenship [] Association [] General Partnership [x] Limited Partnership Delaware [] Corporation-State [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [x] No

3. Nature of conveyance: [] Assignment [] Merger [x] Security Agreement [] Change of Name [] Other Execution Date: 06/04/04

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See Attached List B. Trademark Registration No.(s) See Attached List Additional number(s) attached [x] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Federal Research Corporation Internal Address: Penelope Agodoa Street Address: 1030 15th Street, NW, Suite 920 City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 3 7. Total fee (37 CFR 3.41) \$ 90.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. Robin C. Dunn Name of Person Signing Signature Date June 23, 2004

Total number of pages including cover sheet, attachments, and document: 10

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Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002997 FRAME: 0395

SCHEDULE A

Trademarks

<u>Owner</u>	<u>Country</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
InterWAVE Communications, Inc.	United States of America	IPNIB	75/905965	28-Jan-00
InterWAVE Communications, Inc.	United States of America	TURBOMAX	2782410/ 76/187901	11-Nov-03/ 29-Dec-00
InterWAVE Communications, Inc.	United States of America	WAVEXCHANGE	2497109/ 75/905825	9-Oct-01/ 28-Jan-00

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of **June 4, 2004** by and between **PARTNERS FOR GROWTH, L.P.** ("PFG") and **INTERWAVE COMMUNICATIONS, INC.**, a Delaware corporation ("Grantor"), with reference to the following facts:

A. PFG and Grantor are parties to that certain Loan and Security Agreement of dated June 4, 2004 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to PFG a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to PFG a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks,

software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and PFG's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of PFG and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.


Address of Grantor:

INTERWAVE COMMUNICATIONS, INC.

2495 Leghorn
Mountain View, California 94043

By

Title


SVP and CFO

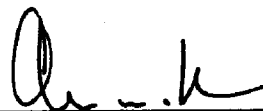
Address of PFG:

PARTNERS FOR GROWTH, L.P.

560 Mission Street, 3rd floor
San Francisco, CA 94105

By

Title


Manager Partners for Growth, LLC
Its General Partner

Form: Version-0

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SCHEDULE A

Trademarks

<u>Owner</u>	<u>Country</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
InterWAVE Communications, Inc.	CTM	TURBOMAX	2277390	14-Apr-03/ 28-Jun-01
InterWAVE Communications, Inc.	CTM	TURBOMAX	002 277 390	25-Feb-03/ 28-Jun-01
InterWAVE Communications, Inc.	CTM	WAVEEXPRESS BS PLUS	1221605	11-Oct-00/ 28-Jun-99
InterWAVE Communications, Inc.	United States of America	IPNIB	75/905965	28-Jan-00
InterWAVE Communications, Inc.	United States of America	TURBOMAX	2782410/ 76/187901	11-Nov-03/ 29-Dec-00
InterWAVE Communications, Inc.	United States of America	WAVEXCHANGE	2497109/ 75/905825	9-Oct-01/ 28-Jan-00

SCHEDULE B

Patents and Patent Applications

<u>Assigned to</u>	<u>Country</u>	<u>Description</u>	<u>Serial Number/ Application Number</u>
InterWAVE Communications, Inc.	United Kingdom	Cellular Base Station	2065964
InterWAVE Communications, Inc.	United Kingdom	Cellular Base Station	2065963
InterWAVE Communications, Inc.	United States of America	Multiple Antenna Cellular Network	6,070,071
InterWAVE Communications, Inc. (w/ security interest granted to Silicon Valley Bank	United States of America	Wireless Private Branch Exchange	6,081,716
Interwave Communications, Inc. (w/ security interest granted to Silicon Valley Bank)	United States of America	Methods and Apparatus for Improved Base Station Transceivers	6,101,400
Interwave Communications, Inc.	United States of America	Power Control of Remote Communication Devices	6,169,907
InterWAVE Communications, Inc.	United States of America	Multiple Antenna Cellular Network	6,549,772
Interwave Communications, Inc.	United States of America	Terminal Device Emulator	6,694,134
Interwave Communications, Inc.	United States of America	Cellular Base Station	D397,693

Assigned to	Country	Description	Serial Number/ Application Number
Interwave Communications, Inc.	United States of America	Cellular Base Station	D391,967
Interwave Communications, Inc.	United States of America	Cellular Base Station	D391,968
Interwave Communications, Inc.	Pending U.S. Applications	Tower Top Cellular Communication Devices and Method for Operating the Same	10/076,810
Interwave Communications, Inc.	Pending U.S. Applications	Private Wireless Network with a Public Network Interface and a Wireless Local Area Network Extension	10/126,250
InterWAVE Communications, Inc.	Pending U.S. Applications	Distributed Cellular Network Communication System	09/938,098
InterWAVE Communications, Inc.	Pending U.S. Applications	Alternate Fault Notification System in a Communication Network	09/654,218
InterWAVE Communications, Inc.	Pending U.S. Applications	Tower Top Cellular Communication Devices and Method for Operating the Same	09/940,279
Interwave Communications, Inc.	China	Wireless Co-Tenant Base Station	2L99802153.9
Interwave Communications, Inc.	China	Method and Apparatus for Providing Intelligent Cellular Handoff	ZL98802300.8
Interwave Communications, Inc.	China	Cellular Network Communication System	ZL99812650.0

Assigned to	Country	Description	Serial Number/ Application Number
InterWAVE Communications, Inc.	China	Method and Apparatus for Receive Channel Noise Suppression	01817410.8
Interwave Communications, Inc.	China	Methods and Apparatus for Improved Base Station Transceivers	98810107.6
Interwave Communications, Inc.	China	Self-Contained Masthead Units for Cellular Communication	98812480.7
InterWAVE Communications, Inc.	China	Wireless Private Branch Exchange	99803998.5
Interwave Communications, Inc. (Assignments sent)	China	Distributed Cellular Network Communication System	01817842.1
Interwave Communications, Inc.	China	Alternate Fault Notification System in a Communication Network	01818319.0
Interwave Communications, Inc.	China	Private Wireless Network With a Public Network Interface and a Wireless Local Area Network Extension	02121810.2
InterWAVE Communications, Inc.	China	Tower Top Cellular Communication Devices and Method for Operating the Same	TBD, Based upon PCT/US02/027445 filed August 2002
Interwave Communications, Inc.	United States of America	Method and Apparatus for Providing Communication Between a PBX Terminal and a Public Wireless Network Via a Private Wireless Network	PCT/US02/35247PCT

Assigned to	Country	Description	Serial Number/ Application Number
Interwave Communications, Inc.	United States of America	Communication System having a Community Wireless Local Area Network for Voice and High Speed Data Communications	PCT/US03/02284PCT
Interwave Communications, Inc.	United States of America	GPRS Wireless Network Having local switching capabilities and Method of Operating the Same	PCT/US03/04585PCT
Interwave Communications, Inc.	United States of America	Wireless Network having a Virtual HLR and Method of Operating the Same	PCT/US03/07071PCT
Interwave Communications, Inc.	United States of America	Terminal Device Emulator	PCT/US03/08501PCT
InterWAVE Communications, Inc.	United States of America	Method and Apparatus for Increased QoS and Reduced Interface in Telecommunications System Having a Mesh Radio Architecture	PCT/US03/24328
InterWAVE Communications, Inc.	United States of America	All-Ethernet Solution for Radio Access Node/Controller with QoS Guarantees	60/497,363
Interwave Communications, Inc.	Philippines	Cellular Base Station	D-12546

SCHEDULE C

Copyrights

<u>Owner</u>	<u>Country</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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None