

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wireless Facilities, Inc.		03/16/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	KeyBank National Association, as Administrative Agent
Street Address:	601 108th Avenue NE, 5th Floor
Internal Address:	WA-31-18-0512
City:	Bellevue
State/Country:	WASHINGTON
Postal Code:	98004
Entity Type:	Bank:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2412390	WFI
Registration Number:	2412389	WFI
Registration Number:	2333365	WFI
Registration Number:	2333377	WFI
Serial Number:	78442940	HOTSHEET
Serial Number:	78534036	NEXT GENERATION NETWORKS
Registration Number:	2424166	THE GLOBAL LEADER IN TELECOM OUTSOURCING
Registration Number:	2617288	DYNAMIC TRACKER

CORRESPONDENCE DATA

Fax Number: (415)951-3699
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 4156932487
 Email: mcass@cooley.com
 Correspondent Name: Melanie Cass

CH \$215.00 2412390

Address Line 1: One Maritime Plaza, 20th Floor
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Melanie Cass
Signature:	/Melanie Cass/
Date:	03/17/2005

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated as of March 16, 2005, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of KeyBank National Association, as Administrative Agent (the "*Administrative Agent*") for the Lenders (as defined in the Credit Agreement referred to below).

WHEREAS, Wireless Facilities Inc., a Delaware corporation, has entered into a Credit Agreement dated as of March 16, 2005 (as amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with KeyBank National Association, as Administrative Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the Issuing Lender under the Credit Agreement, each Grantor has executed and delivered that certain General Security Agreement dated as of March 16, 2005 between the Grantors and the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Administrative Agent for the ratable benefit of the Lenders, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Lenders a security interest in and to all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

- (i) the United States, international, and foreign patents, patent applications and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit C to the Security Agreement (an "*IP Security Agreement Supplement*"), executed and delivered by such Grantor to the Administrative Agent from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "*Patents*");
- (ii) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (as such Schedule B may be supplemented from

time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Administrative Agent from time to time) (the “*Trademarks*”);

(iii) the copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Administrative Agent from time to time) (the “*Copyrights*”);

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

SECTION 2. Security for Obligations. The pledge and assignment of, and the grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of the Secured Obligations (as defined in the Security Agreement) of such Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest (including any interest that accrues after the commencement of bankruptcy), premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

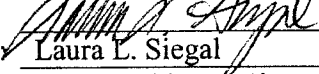
SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the law of the State of California.

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Address for Notices:

4810 Eastgate Mall
San Diego, CA 92121 USA

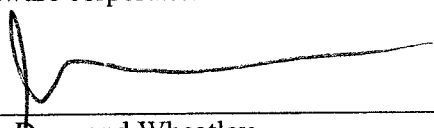
WIRELESS FACILITIES, INC.,
a Delaware corporation

By: 
Name: Laura L. Siegal
Title: Vice President - Finance, Treasurer

Address for Notices:

c/o Wireless Facilities, Inc.
4810 Eastgate Mall
San Diego, CA 92121 USA

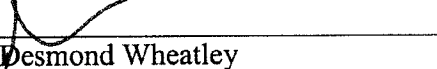
SECUREPLANET, INC.,
a Delaware corporation

By: 
Name: Desmond Wheatley
Title: President

Address for Notices:

c/o Wireless Facilities, Inc.
4810 Eastgate Mall
San Diego, CA 92121 USA


WFI NMC CORP.,
a Delaware corporation

By: 
Name: Desmond Wheatley
Title: President

Address for Notices:

c/o Wireless Facilities, Inc.
4810 Eastgate Mall
San Diego, CA 92121 USA


ENCO SYSTEMS, INC.,
a Texas corporation

By: 
Name: Christopher Caulson
Title: Vice President - Finance

Address for Notices:

c/o Wireless Facilities, Inc.
4810 Eastgate Mall
San Diego, CA 92121 USA

SUNTECH SYSTEMS, INC.,
a Georgia corporation

By: 
Name: Christopher Caulson
Title: Vice President - Finance

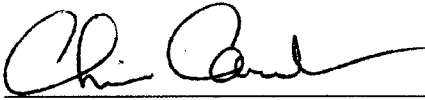
Signature page to Intellectual Property Security Agreement

TRADEMARK
REEL: 003049 FRAME: 0049

Address for Notices:

c/o Wireless Facilities, Inc.
4810 Eastgate Mall
San Diego, CA 92121 USA

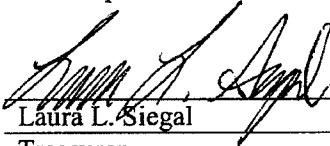
DELMARVA SYSTEMS CORPORATION,
a Delaware corporation

By: 
Name: Christopher Caulson
Title: Vice President – Finance

Address for Notices:

c/o Wireless Facilities, Inc.
4810 Eastgate Mall
San Diego, CA 92121 USA

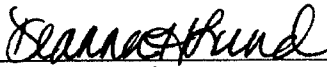
WFI GOVERNMENT SERVICES, INC.,
a Delaware corporation

By: 
Name: Laura L. Siegal
Title: Treasurer

Address for Notices:

c/o Wireless Facilities, Inc.
4810 Eastgate Mall
San Diego, CA 92121 USA


DEFENSE SYSTEMS, INCORPORATED,
a Virginia corporation

By: 
Name: Deanna H. Lund
Title: Treasurer

Address for Notices:

c/o Wireless Facilities, Inc.
4810 Eastgate Mall
San Diego, CA 92121 USA

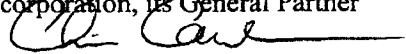
JMA ASSOCIATES, INC.,
a Delaware corporation

By: 
Name: Deanna H. Lund
Title: Treasurer

Address for Notices:

c/o Wireless Facilities, Inc.
4810 Eastgate Mall
San Diego, CA 92121 USA

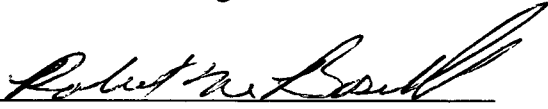
ENCO SYSTEMS PARTNERSHIP, LTD.,
a Texas limited partnership

By: **ENCO SYSTEMS, INC.,** a Texas
corporation, its General Partner
By: 
Name: Christopher Caulson
Title: Vice President of ENCO Systems,
Inc.

Signature page to Intellectual Property Security Agreement

IN WITNESS WHEREOF, the Administrative Agent has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

KEYBANK NATIONAL ASSOCIATION,
a as Administrative Agent

By 

Name: ROBERT W. BOSWELL
Title: VICE PRESIDENT

Address for Notices:

KeyBank National Association
601 108th Ave NE, 5th Floor
WA-31-18-0512
Bellevue, Washington 98004
Attention: Robert W. Boswell, Vice President

**Schedule A to the
IP Security Agreement**

PATENTS

Patents (U.S.)	Serial Number	Filing Date	Patent Number	Issue Date
Inter-Band Communication Repeater System	08/905,613	08/04/1997	6,484,012	11/19/2002
A Universal Repeater for Communication Systems	09/016,015	01/30/1998	6,684,058	01/27/2004
Wireless T/E Transceiver Frame and Signaling Subcontroller	08/970,729	11/14/1997	6,370,158	04/09/2002
Joint Maximum Likelihood Frame and Timing Estimation for a Digital Receiver	09/093,414	06/08/1998	6,654,432	11/25/2003
Frame Synchronization and Detection Technique for a Digital Receiver	09/111,812	05/13/2003	6,563,856	05/13/2003
Frame Synchronization and Detection Technique for a Digital Receiver	10/392,115	03/17/2003	6,850,582	02/01/2005
Wireless Multimedia Carrier System	08/954,217	10/20/1997	6,373,827	04/16/2002
Elastic Store for Wireless Communication Systems	08/997,150	12/23/1997	6,266,385	07/24/2001
Elastic Store for Wireless Communication Systems	09/782,262	02/13/2001	6,456,678	09/24/2002
Non-Data-Aided Feedforward Timing Synchronization Method	09/186,752	11/05/1998	6,430,235	08/06/2002

Patents (U.S.)	Serial Number	Filing Date	Patent Number	Issue Date
Non-Data-Aided Maximum Likelihood Based Feedforward Timing Synchronization Method	09/119,327	07/20/1998	6,539,878	03/19/2002
Non-Data-Aided Maximum Likelihood Based Feedforward Timing Synchronization	10/060,546	01/29/2002	6,768,780	07/27/2004

**Schedule B to the
IP Security Agreement**

FEDERAL TRADEMARKS

Trademark (U.S.)	Application Number	Filing Date	Registration Number	Registration Date
Service Mark "WFI" and design (Int. Cl. 42)	75/862,692	12/03/1999	2,412,390	12/12/2000
Service Mark "WFI" and design (Int. Cl. 37)	75/862,691	12/03/1999	2,412,389	12/12/2000
Service Mark "WFI"(Int. Cl. 38)	75/743,120	07/06/1999	2,333,365	03/21/2000
Service Mark "WFI" (Int. Cl. 42)	75/744,274	07/06/1999	2,333,377	03/21/2000
"Hotsheet" (Int. Cl. 9)	78/442,940	06/29/2004	Application pending	N/A
Service Mark "Next Generation Networks" (Int. Cl. 35, 38, 42, 45)	78/534,036	12/16/2004	Application pending	N/A
Service Mark "The Global Leader in Telecom Outsourcing" (Int. Cl. 37, 42)	75/543,925	08/27/1998	2,424,166	01/23/2001
Service Mark "Dynamic Tracker" (Int. Cl. 42)	76/218,456	03/01/2001	2,617,288	09/10/2002

**Schedule C to the
IP Security Agreement**

COPYRIGHTS

Title of Work	Registration Number	Effective Date
NetStats	TXu 937013	02/10/2000
NetOptimizer	TXu 937-012	02/10/2000