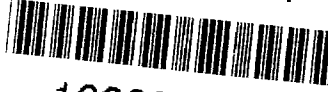


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09-16-2004



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

1. Name of conveying party(ies):

IPWIRELESS, INC.

9-15-04

- Individual(s)
- General Partnership
- Corporation-State DE
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 10/10/03

2. Name and address of receiving party(ies)

Name: Venture Lending & Leasing III, Inc.

Internal

Address:

Street Address: 2010 North First Street

City: San Jose State: CA Zip: 95131

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Maryland
- 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 No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/150,538

B. Trademark Registration No.(s) 2,799,086

2,858,717

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Russell D. Pollock, Esq.

Internal Address:

Street Address: Greene Radovsky Maloney & Share LLP

Four Embarcadero Center, Suite 4000

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Jeffrey Klugman
Name of Person Signing

Signature

9/8/04

Date

Total number of pages including cover sheet, attachments, and document: 17

09/16/2004 ECOOPER 00000052 76150538

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

01 FC:8521
02 FC:8522

40.00 OP
50.00 OP

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of October 10, 2003, by and between IPWIRELESS, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING III, INC., a Maryland corporation ("Secured Party").

RECITALS

A. Pursuant to a Loan and Security Agreement of even date herewith (the "Loan Agreement") between Grantor, as borrower, and Secured Party, as lender, Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except as permitted in the Loan Agreement;

(c) To its knowledge, each of the issued Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) **Grantor shall deliver to Secured Party (email being acceptable) within thirty (30) days of the last day of each fiscal quarter, a report in a form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;**

(e) Grantor will use commercially reasonable efforts to pursue, protect and defend those intellectual property rights that Grantor determines in its sole but reasonable commercial judgment are necessary to pursue, protect and defend for its business;

(f) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts.

3. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, to the extent reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches any material warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

7. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

IPWIRELESS, INC.

1001 Bayhill Drive, 2nd Floor
San Bruno, CA 94066
Attn: _____

By: JFB
Name: John F. Brice
Its: IP

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING III, INC.

2010 North First Street, Suite 310
San Jose, CA 95131
Attn: Chief Financial Officer

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

IPWIRELESS, INC.

1001 Bayhill Drive, 2nd Floor
San Bruno, CA 94066
Attn: _____

By: _____

Name: _____

Its: _____

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING III, INC.

2010 North First Street, Suite 310
San Jose, CA 95131
Attn: Chief Financial Officer

By:  _____

Name: Ronald W. Swenson

Its: Chief Executive Officer

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B

Patents

U.S. Patents

(09/715,558)	(11/17/00)	USE OF INTERNET WEB TECHNOLOGY FOR WIRELESS INTERNET ACCESS	Application Pending
(10/173,183)	(6/17/02)	INTEGRATION OF NETWORK CONTROL FUNCTIONS IN A WIRELESS NETWORK	Application Pending
(10/187,458)	(7/1/02)	CHIP RATE INVARIANT DETECTOR	Application Pending
(10/190,458)	(7/5/02)	SYSTEM AND METHOD FOR CHANNEL TRANSPORT FORMAT ALLOCATION IN A WIRELESS COMMUNICATION SYSTEM	Application Pending
(10/190,345)	(7/5/02)	METHOD, SYSTEM AND COMMUNICATION UNIT FOR REQUESTING A COMMUNICATION RESOURCE	Application Pending
(10/190,300)	(7/5/02)	SYSTEM AND METHOD FOR PHYSICAL SHARED CHANNEL ALLOCATION IN A WIRELESS COMMUNICATION SYSTEM	Application Pending
(10/207,634)	7/29/02)	AGC SCHEME AND RECEIVER FOR USE IN A WIRELESS COMMUNICATION SYSTEM	Application Pending
(10/242,481)	(9/2/02)	METHOD AND ARRANGEMENT FOR AUTOMATIC FREQUENCY CORRECTION	Application Pending
(10/241,966)	(9/12/02)	ENCODER AND METHOD FOR EFFICIENT SYNCHRONISATION CHANNEL ENCODING IN UTRA TDD MODE	Application Pending
(10/262,160)	(10/1/02)	METHOD AND ARRANGEMENT FOR USE IN A SINGLE USER DETECTOR FOR A CDMA MULTI-PATH SYSTEM	Application Pending
(10/274,806)	(10/21/02)	METHOD AND ARRANGEMENT FOR ASYNCHRONOUS PROCESSING OF CCTrCH DATA	Application Pending

(10/277,545)	(10/22/02)	RESOURCE ALLOCATION IN A PACKET-BASED RADIO COMMUNICATION SYSTEM	Application Pending
(10/278,342)	10/23/02)	PACKET DATA QUEUING AND PROCESSING	Application Pending
(10/278,366)	(10/23/02)	METHOD AND ARRANGEMENT FOR POWER CONTROL	Application Abandoned
(10/279,698)	(10/24/02)	CODE DIVISION MULTIPLE ACCESS RECEIVER	Application Pending
(10/279,697)	(10/24/02)	METHOD AND ARRANGEMENT FOR ALLOCATION OF RESOURCES IN A RADIO COMMUNICATION SYSTEM	Application Pending
(10/293,635)	(11/13/02)	METHOD, COMMUNICATION SYSTEM AND COMMUNICATION UNIT FOR SYNCHRONISATION FOR MULTI-RATE COMMUNICATION	Application Abandoned
(10/303,304)	(11/25/02)	METHOD, ARRANGEMENT AND COMMUNICATION RECEIVER FOR SNIR ESTIMATION	Application Abandoned
(10/309,498)	(12/04/02)	METHOD AND ARRANGEMENT FOR POWER CONTROL	Application Pending
(10/310,082)	(12/04/02)	METHOD AND ARRANGEMENT FOR DATA PROCESSING IN A COMMUNICATION SYSTEM	Application Abandoned
(10/409,281)	(04/08/03)	ARRANGEMENT AND METHOD FOR CHANNEL MAPPING IN A WIRELESS COMMUNICATION SYSTEM	Application Pending
(10/439,250)	(5/13/03)	SYSTEM, TRANSMITTER, RECEIVER AND METHOD FOR COMMUNICATION POWER CONTROL	Application Pending
(10/826,461)	(4/16/04)	TRANSMISSION EFFICIENCY FOR BROADCAST/MULTICAST SERVICES IN CELLULAR NETWORKS	Application Pending
(10/838,983)	(5/4/04)	SIGNALLING MIMO ALLOCATIONS	Application Pending
(10/873,065)	(6/21/04)	METHOD AND APPARATUS FOR ACCESSING A DATA NETWORK THROUGH A CELLULAR COMMUNICATION SYSTEM	Application Pending

NOT YET ASSIGNED	(8/12/04)	POWER CONTROL IN A WIRELESS COMMUNICATION SYSTEM	Application Pending
(60/568,194)	(5/4/04)	MIDAMBLE ALLOCATIONS FOR MIMO TRANSMISSIONS	Application Pending
NOT YET ASSIGNED	(8/12/04)	INTRA-FRAME CODE DIVERSITY	Application Pending

Non-U.S. Patents

Great Britain	Use of internet web technology to register wireless access customers	GB 0118393.8	27-Jul-01 claiming priority from US 09/626,6 99	Application Pending
Australia	Use of internet web technology to register wireless access customers	75710/01	27-Jul-01	Application Pending
Japan	Use of internet web technology to register wireless access customers	515857/2002	27-Jul-01	Application Pending
Mexico	Use of internet web technology to register wireless access customers	PA/a/2002/0031 57	27-Jul-01	Application Pending
New Zealand	Use of internet web technology to register wireless access customers	518628	27-Jul-01	Application Pending
Singapore	Use of internet web technology to register wireless access customers	2002 01709-3	27-July-01	Application Pending
Great Britain	Use of radius in UMTS to perform accounting functions	GB 0118392.0	27-Jul-01 claiming priority from US 09/626,5 82	Application Pending
Australia	Use of radius in UMTS to perform accounting functions	76469/01	27-Jul-01	Application Pending
Japan	Use of radius in UMTS to perform accounting functions	515859/2002	27-Jul-01	Application Pending
Mexico	Use of radius in UMTS to perform accounting functions	PA/a/2002/0031 58	27-Jul-01	Application Pending

New Zealand	Use of radius in UMTS to perform accounting functions	518629	27-Jul-01	Application Pending
Singapore	Use of radius in UMTS to perform accounting functions	2002 01711-9	27-July-01	Application Pending
Great Britain	Use of radius in UMTS to perform HLR function and for roaming	GB 0118391.2	27-Jul-01 claiming priority from US 09/626,7 00	Application Pending
Australia	Use of radius in UMTS to perform HLR function and for roaming	75711/01	27-Jul-01	Application Pending
Japan	Use of radius in UMTS to perform HLR function and for roaming	515858/2002	27-Jul-01	Application Pending
Mexico	Use of radius in UMTS to perform HLR function and for roaming	PA/a/2002/0031 59	27-Jul-01	Application Pending
New Zealand	Use of radius in UMTS to perform HLR function and for roaming	518630	27-Jul-01	Application Pending
Singapore	Use of radius in UMTS to perform HLR function and for roaming	2002 01710-1	27-Jul-01	Application Pending
Great Britain	Use of internet web technology for wireless internet access	GB 0127567.6	16-Nov-01	Terminated 2003.01.18 Will attempt restitution under Rule 110(4)
European Patent Office	Integration of Network Control Functions in a Wireless Network	EP 02735626.0	17-Jun-02	Application Pending
Great Britain	Chip rate invariant detector	GB 0116181.9	2-Jul-01	Granted 1-Jun-04
European Patent Office	Chip rate invariant detector	EP02745563.3	1-Jul-02	Active

Great Britain	Registered Design (UE-A)	GB 2102953	2-Jul-01	Certificate of Registration of Design issued 24 Jul 01
Great Britain	Registered Design (UE-B)	GB 2102952	2-Jul-01	Certificate of Registration of Design issued 24 Jul 01
Great Britain	Registered Design (Node B)	GB 2102954	2-Jul-01	Certificate of Registration of Design issued 24 Jul 01
Great Britain	System and Method for Channel Transport Format Allocation in a Wireless Communication System	GB 0116555.4	6-Jul-01	Terminated 2003.07.16 Will attempt restitution under Rule 110(4)
Great Britain	Communication Resource Access Request	GB 0116554.7	6-Jul-01	Terminated 2003.07.16 Will attempt restitution under Rule 110(4)
Great Britain	System and Method for Signalling in a Wireless Communication System	GB 0116556.2	6-Jul-01	Terminated 2002.07.07 Will attempt restitution under Rule 110(4)
Great Britain	System and Method for Physical Shared Channel Allocation in a Wireless Communication System	GB 0116557.0	6-Jul-01	Application Pending
Great Britain	High capacity digital wireless communication system including infinite impulse response digital filter	GB 0118414.2	30-Jul-01	Application Pending
Great Britain	Mobile-Station Automatic Gain Control and Pre-Synchronisation Receiver Architecture in a Packet-Based TDD-CDMA System	GB 0118754.1	1-Aug-01	Application Pending
PCT	Efficient Encoding of Synchronisation Information	PCT/GB02/04184	12-Sep-02	Application Pending

China	Efficient Encoding of Synchronisation Information	CN02819606.6	Awaiting from local counsel	Application Pending
Japan	Efficient Encoding of Synchronisation Information	Awaiting from local counsel	Awaiting from local counsel	Application Pending
South Korea	Efficient Encoding of Synchronisation Information	Awaiting from local counsel	Awaiting from local counsel	Application Pending
Great Britain	Efficient Encoding of Synchronisation Information	GB 0225497.7	1-Nov-02	Application Pending
European Patent Office	Multistage AFC			Application Pending
European Patent Office	Efficient Architecture for a CDMA Single User Detector			Application Pending
PCT	Asynchronous Processing of CCTrCHs	PCT/GB2002/00 4731	21-Oct-02	Application Pending
PCT	3-Dimensional Resource Allocation for Variable Rate Users	PCT/GB2002/00 4788	23-Oct-02	Application Pending
PCT	Method for Fair Control of Resources amongst Users with Different Instantaneous Throughputs	PCT/GB2002/00 4832	24-Oct-02	Application Pending
PCT	Efficient Architecture for CDMA Detector	PCT/GB2002/00 4791	23-Oct-02	Application Pending
PCT	Improved Uplink Power Control	PCT/GB2002/00 4811	24-Oct-02	Application Pending
PCT	Tier Based Weighted Fair Queuing Algorithm	PCT/GB2002/00 4823	24-Oct-02	Application Pending
PCT	Synchronisation procedure for multi-rate communications	PCT/GB2002/00 5151	14-Nov-02	Inactive, but EP case to be filed
PCT	Method for SNIR Estimation on a Binary-Valued Signal in Gaussian Noise	PCT/GB2002/00 5399	22-Nov-02	Inactive, but EP case to be filed

Great Britain	Downlink Power Control	GB 0129098.0	5-Dec-01	Application Pending
PCT	Downlink Power Control	PCT/GB2002/005541	5-Dec-02	Inactive, but EP case to be filed
China	Downlink Power Control	Awaiting from local counsel	Awaiting from local counsel	Application Pending
Japan	Downlink Power Control	Awaiting from local counsel	Awaiting from local counsel	Application Pending
South Korea	Downlink Power Control	Awaiting from local counsel	Awaiting from local counsel	Application Pending
Great Britain	TrCH Processing Configuration Headers	GB 0129103.8	5-Dec-01	Application Pending
PCT	TrCH Processing Configuration Headers	PCT/GB2002/005526	5-Dec-02	Inactive, but EP case to be filed
PCT	Physical Channel Mapping HSDPA	PCT/GB2003/01577	8-Apr-03	Application Pending
Great Britain	SSC Soft Combining	GB 0209414.2	25-Apr-02	Will be terminated Will attempt restitution under Rule 110(4)
PCT	Transmit Packet Sequence Numbering for Error Statistic Monitoring on Common Channels	PCT/GB2003/002119	15-May-03	Application Pending
Great Britain	Application of Stateful Inspection Technology to Mobile Data Services	GB 0222632.2	1-Oct-02	Application Pending
PCT	Application of Stateful Inspection Technology to Mobile Data Services	PCT/GB/004253	1-Oct-02	Application Pending
Great Britain	RADIUS USIM	GB 0223311.2	8-Oct-02	Application Pending
PCT	RADIUS USIM	PCT/GB/2003/04315	8-Oct-03	Application Pending
Great Britain	RF Filter Equaliser	GB 0224297.2	18-Oct-02	Application Pending
PCT	RF Filter Equaliser	PCT/GB/2003/004506	20-Oct-03	Application Pending
Great Britain	PRACH Channel Estimation	GB 0224757.5	24-Oct-02	Application Pending
PCT	PRACH Channel Estimation	PCT/GB/2003/04587	24-Oct-03	Application Pending

Great Britain	Scrambling Concatenation	GB 0225495.1	1-Nov-02	Application Pending
PCT	Scrambling Concatenation	PCT/GB/2003/004737	3-Nov-03	Application Pending
Great Britain	Support of multiple chip rates in a TDD cell	GB 0228613.6	9-Dec-02	Application Pending
PCT	Support of multiple chip rates in a TDD cell	PCT/GB2003/005361	9-Dec-03	Application Pending
Great Britain	TDD operation utilising FDD frequency allocations	GB 0303079.8	11-Feb-03	Application Pending
PCT	TDD operation utilising FDD frequency allocations	PCT/GB/2004/000526	11-Feb-03	Application Pending
Great Britain	Decision Directed AFC	GB 0311551.6	16-May-03	Application Pending
PCT	Decision Directed AFC	PCT/GB2004/002111	17-May-04	Application Pending
Great Britain	Generalized Duplexing	GB 0312186.0	28-May-03	Application Pending
PCT	Generalized Duplexing	PCT/GB2004/002307	28-May-04	Application Pending
Great Britain	TCP Window Size Modification	GB 0315009.1	27-Jun-03	Application Pending
PCT	TCP Window Size Modification	PCT/GB2004/002728	25-Jun-04	Application Pending
Great Britain	Noise Variance and SIR Estimator	GB 0318529.5	7-Aug-03	Application Pending
PCT	Noise Variance and SIR Estimator			Application Pending
Great Britain	HSDPA Scheduling Using CQI	GB 0319567.4	20-Aug-03	Application Pending
Great Britain	Holey SIM Holder	GB 0319769.6	22-Aug-03	Application Pending
Great Britain	Timeslot Macro Diversity	GB 0326405.8	12-Nov-03	Application Pending
Great Britain	FACH Power Control	GB 0329625.8	23-Dec-03	Application Pending
Great Britain	Mitigation of Intercell Interference	GB 0405166.0	8-Mar-04	Application Pending
Great Britain	Dynamic Channel Assignment	GB 0408202.0	13-Apr-04	Application Pending
Great Britain	Efficient Detector for Mitigation of Intercell Interference	GB 0411242.1	20-May-04	Application Pending
Great Britain	Radio Network Relocation utilising an Anchor	GB 0410987.2	17-May-04	Application Pending

Great Britain	Pseudo DCH	GB 0415422.5	9-Jul-04	Application Pending
Great Britain	Apparatus And Method For Communicating User Equipment Specific Information In Cellular Communication System	GB 0418107.9	12-Aug-04	Application Pending

EXHIBIT C

Trademarks

Mark	Country	Registration / Application Number	Status
IPW	European Union	3240967	Pending
IPW	U.S.	2,799,086	Registered
IPWIRELESS	European Union	3239605	Pending
IPWIRELESS Logo (black and white)	U.S.	2,858,717	Registered
VSIM	U.S.	76-150,538	Allowed.