

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------------|----------|----------------|-----------------------|
| AirNet Communications Corporation | | 07/01/2005 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|-----------------------------|
| Name: | Tecore, Inc. |
| Street Address: | 7165 Columbia Gateway Drive |
| City: | Columbia |
| State/Country: | MARYLAND |
| Postal Code: | 21406 |
| Entity Type: | CORPORATION: TEXAS |

| | |
|-----------------|--------------------------------------|
| Name: | SCP Private Equity Partners II, L.P. |
| Street Address: | 300 Building, 435 Devon Park Drive |
| City: | Wayne |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 19087 |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------|----------|-----------|
| Serial Number: | 76561752 | AIRNET |

CORRESPONDENCE DATA

Fax Number: (410)347-9414
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 410-347-8700
 Email: dlynch@wtplaw.com
 Correspondent Name: Dana O. Lynch
 Address Line 1: Seven Saint Paul Street

CH \$40.00 76561752

Address Line 4: Baltimore, MARYLAND 21202

NAME OF SUBMITTER:

Dana O. Lynch

Signature:

/dana o. lynch/

Date:

07/22/2005

Total Attachments: 6

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SECOND AMENDMENT TO
COLLATERAL ASSIGNMENT OF
PATENTS, TRADEMARKS & COPYRIGHTS

THIS SECOND AMENDMENT TO COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS & COPYRIGHTS (this "Second Amendment") is made and entered into this 1 day of July, 2005, by and among AIRNET COMMUNICATIONS CORPORATION (the "Debtor"), SCP PRIVATE EQUITY PARTNERS II, L.P. ("SCP"), and TECORE, INC. ("TECORE"). SCP and TECORE shall collectively be referred to herein as the "Lenders."

RECITALS:

Pursuant to that certain Collateral Assignment of Patents, Trademarks & Copyrights, dated January 24, 2003, as amended pursuant to the First Amendment to Collateral Assignment of Patents, Trademarks & Copyrights, dated August 13, 2003 (collectively, the "Collateral Assignment Agreement"), the Debtor granted unto SCP and TECORE, as the Lenders, a security interest in and to certain Collateral. Pursuant to the terms and conditions of this Second Amendment, the parties desire to amend the Collateral Assignment Agreement by adding certain patent and trademark properties to Schedules A and B thereto.

Capitalized terms used herein that are defined in the Collateral Assignment Agreement shall have the meanings defined therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties covenant and agree as follows:

1. Amendments to Collateral Assignment Agreement.

1.1 The patents and/or patent applications described in Schedule A.1 attached hereto are hereby added to Schedule A.


1.2 The trademarks and/or trademark applications described in Schedule B.1 attached hereto are hereby added to Schedule B.

2. Acknowledgment and Ratification. The parties hereto hereby acknowledge, confirm and ratify the terms of the Collateral Assignment Agreement, as amended by this Second Amendment.

3. Counterparts. The Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Second Amendment as of the day and year first hereinabove set forth.

DEBTOR:
AIRNET COMMUNICATIONS CORPORATION

By: 
Name: STUART, P. DAWLEY
Title: V.P. / G.C.

LENDERS:
SCP PRIVATE EQUITY PARTNERS II, L.P.

By: SCP Private Equity II General Partner, L.P.,
its general partner

By: SCP Private Equity II, LLC, its manager

By: _____
Name: _____
Title: _____

TECORE, INC.

By: _____
Name: _____
Title: _____

3. Counterparts. The Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Second Amendment as of the day and year first hereinabove set forth.


DEBTOR:
AIRNET COMMUNICATIONS CORPORATION

By: _____
Name: _____
Title: _____

LENDERS:
SCP PRIVATE EQUITY PARTNERS II, L.P.

By: SCP Private Equity II General Partner, L.P.,
its general partner

By: SCP Private Equity II, LLC, its manager

By:  _____
Name: JAMES W. BROWN
Title: A MANAGER

TECORE, INC.

By: _____
Name: _____
Title: _____

3. Counterparts. The Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Second Amendment as of the day and year first hereinabove set forth.

DEBTOR:
AIRNET COMMUNICATIONS CORPORATION

By: _____
Name: _____
Title: _____

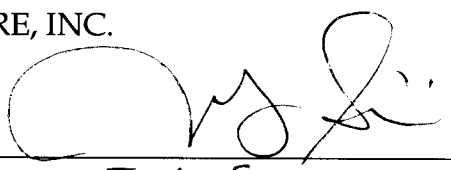
LENDERS:
SCP PRIVATE EQUITY PARTNERS II, L.P.

By: SCP Private Equity II General Partner, L.P.,
its general partner

By: SCP Private Equity II, LLC, its manager

By: _____
Name: _____
Title: _____

TECORE, INC.

By:  _____
Name: JAY SALKIN
Title: PRESIDENT & CEO

Schedule A.2

ADDITIONAL ISSUED PATENTS

| Country | Patent Appl. No./Patent No. | Issue Date | Owner/Assignee |
|----------------|-----------------------------|----------------|-----------------------------------|
| Germany | DE 69532757.7 | April 29, 2004 | AirNet Communications Corporation |
| Germany | DE 69908166.1 | June 26, 2003 | AirNet Communications Corporation |
| United Kingdom | 1 121 817 | March 24, 2003 | AirNet Communications Corporation |

ADDITIONAL PENDING PATENT APPLICATIONS

| Country | Application No. (if none, then description) | Application Date | Inventors | Owner/Assignee |
|----------------|--|------------------|--------------------|---|
| France | EP Appl. No. 95909340 EP Pub. No. 0763309 | 1/27/95 | Carney Williams | AirNet Communications Corporation |
| Italy | EP Appl. No. 95909340 EP Pub. No. 0763309 | 1/27/95 | Carney Williams | AirNet Communications Corporation |
| Sweden | EP Appl. No. 95909340 EP Pub. No. 0763309 | 1/27/95 | Carney Williams | AirNet Communications Corporation |
| Spain | EP Appl. No. 95909340 EP Pub. No. 0763309 | 1/27/95 | Carney Williams | AirNet Communications Corporation |
| Germany | DE 726000 | 10/18/94 | Carney Williams | AirNet Communications Corporation |
| United Kingdom | EP Appl. No. 95909340 EP Pub. No. 0763309 | 1/27/95 | Carney Williams | AirNet Communications Corporation |

Schedule B.2

ADDITIONAL REGISTERED TRADEMARKS

| Country | Mark and Class | Reg. No. | Issue Date | Owner/Assignee |
|-----------|-----------------------|----------|------------|-----------------------------------|
| Australia | ADAPTASITE in Class 9 | 859083 | 12/01/00 | AirNet Communications Corporation |

ADDITIONAL PENDING TRADEMARK APPLICATIONS

| Country | Mark and Class | Serial No. | Filing Date | Owner/Assignee |
|---------|------------------------------|------------|-------------|-----------------------------------|
| US | AIRNET in Classes 37, 41, 42 | 76/561,752 | 11/25/03 | AirNet Communications Corporation |

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