

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MobileAccess Networks, Inc.		12/05/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Partners for Growth, L.P.
Street Address:	180 Pacific Avenue
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94941
Entity Type:	PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2357551	LITENNA
Serial Number:	76559481	MOBILEACCESS NETWORKS
Serial Number:	76559479	MOBILEACCESS NETWORKS
Serial Number:	76559478	MOBILEACCESS NETWORKS
Serial Number:	76559480	MOBILEACCESS NETWORKS
Registration Number:	2674288	MODU LITE
Serial Number:	78206318	WIRE IT ONCE
Serial Number:	76564959	UNWIRING THE WORKPLACE
Serial Number:	76564960	UNWIRING THE WORKPLACE

**CORRESPONDENCE DATA**

Fax Number: (415)358-4780  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 415-381-3283  
 Email: bg2@greenspan.org

OP \$240.00 2357551

Correspondent Name: Benjamin Greenspan  
Address Line 1: 620 Laguna Road  
Address Line 4: Mill Valley, CALIFORNIA 94941

ATTORNEY DOCKET NUMBER:	PFG-MOBILEACCESS
NAME OF SUBMITTER:	Benjamin Greenspan
Signature:	/bg2/
Date:	12/05/2005

Total Attachments: 4  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 5, 2005, by and between **PARTNERS FOR GROWTH, L.P.** ("PFG" or "Secured Party") and MobileAccess Networks, Inc., a Delaware corporation and MobileAccess Networks Ltd., an Israeli corporation (collectively "Grantor"), with reference to the following facts:

A. PFG, as lender, and Grantor, as Borrower and Guarantor, are parties to, inter alia: (1) a Loan and Security Agreement and (2) a Cross-Corporate Continuing Guaranty, each of even date with this Agreement (as amended from time to time, the "Loan Agreements"). (Capitalized terms used herein have the meaning assigned in the Loan Agreements.)

B. Pursuant to the Loan Agreements, each 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 Agreements, 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. PFG's rights in the Grantor's Intellectual Property are subject to the rights of the Senior Lenders to the extent specified in the Loan Agreements and in any subordination or Intercreditor agreement between or among PFG and the Senior Lenders or any of them. At such time as PFG no longer has an obligation to make a Loan and there are no outstanding

Obligations, PFG's security interest in the Grantor's Intellectual Property shall terminate, and PFG shall promptly execute and deliver such documents as are necessary to release its security interest in the Grantor's Intellectual Property.

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 1 day prior written notice thereof, (ii) providing Secured Party with sufficient detail regarding such works so that Secured Party is able to perfect a security interest in such works, 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.

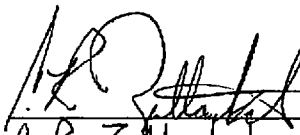
4. This Agreement is being executed and delivered pursuant to the Loan Agreements; nothing herein limits any of the terms or provisions of the Loan Agreements, and PFG's rights hereunder and under the Loan Agreements are cumulative. This Agreement, the Loan Agreements and the other Loan Documents set 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.

5. Grantor agrees that simultaneously with the execution of this Agreement, and thereafter upon any amendment of Schedule A, Schedule B or Schedule C, the appropriate entities constituting Grantor shall execute notices in the form appended hereto as Exhibit A, Exhibit B, or Exhibit C (each, a "Notice"), as appropriate, with respect to all of the pledged Intellectual Property, now owned or hereafter acquired, and shall deliver each Notice to PFG for the purpose of recordation at the U.S. Patent and Trademark Office or the U.S. Copyright Office, as appropriate.

Address of Grantor:  
8391 Old Courthouse Road  
Suite 300  
Vienna VA 22182

MobileAccess Networks, Inc.

By:   
Name: C.R. Zatloukal  
Title: CEO

Address of Grantor:  
Ofek One Center, Bldg B  
Northern Industrial Zone  
Lod, Israel 71293

MobileAccess Networks Ltd.

By:   
Name: C.R. Zatloukal  
Title: CEO

Address of PFG:  
  
Partners for Growth, L.P.  
180 Pacific Avenue  
San Francisco, California 94111

PARTNERS FOR GROWTH, L.P.

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Title: Manager, Partners for Growth, LLC  
Its: General Partner

**SCHEDULE A**  
**MOBILEACCESS NETWORKS, INC.**  
**Trademark Schedule**

U.S. Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Status</u>
LITENNA	2,357,551		Active
MOBILEACCESS NETWORKS	76/559,481		Active
	76/559,479		
MOBILEACCESS NETWORKS (AND DESIGN)	76/559,478		Active
	76/559,480		
MODU LITE (& DESIGN)	2,674,288		Active
RFIBER	2,440,147		Active
WIRE IT ONCE	78/206,318		Active
UNWIRING THE WORKPLACE	76/564,959		Active
	76/564,960		