

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
WIRELESS NETWORK SERVICES, INC.		03/20/2006	CORPORATION: UTAH
IKANO COMMUNICATIONS, INC.		03/20/2006	CORPORATION: UTAH
SISNA, INC.		03/20/2006	CORPORATION: UTAH

RECEIVING PARTY DATA

Name:	D.B. ZWIRN SPECIAL OPPORTUNITIES FUNDS, L.P., as administrative agent
Street Address:	c/o D.B. Zwirn & Co.
Internal Address:	745 Fifth Avenue, 18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10151
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2839294	HOTSPOTZZ
Registration Number:	2885700	HOTSPOTZZ NETWORK
Registration Number:	2154593	SISNA
Registration Number:	3056717	IKANO
Registration Number:	3056716	IKANO

CORRESPONDENCE DATA

Fax Number: (212)768-6800
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-768-6700
 Email: trademarks@sonnenschein.com
 Correspondent Name: Imanta M. Bergmanis, Sonnenschein et al

OP \$140.00 2839294

Address Line 1: Wacker Drive Station - Sears Tower
Address Line 2: P. O. Box 061080
Address Line 4: Chicago, ILLINOIS 60606-1080

ATTORNEY DOCKET NUMBER:	20073630-0007-R7M-SECURIT
NAME OF SUBMITTER:	Imanta M. Bergmanis
Signature:	/imantambergmanis/
Date:	03/22/2006

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is entered into, as of the 20th day of March, 2006, by WIRELESS NETWORK SERVICES, INC., a Utah corporation ("Wireless"), IKANO COMMUNICATIONS, INC. ("IKANO"), a Utah corporation, SISNA, INC., a Utah corporation ("Sisna" together with Wireless and IKANO, collectively, referred to herein as the "Debtors") in favor of D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P., as administrative agent ("Agent"), for the Lenders (as defined in the Loan and Security Agreement (as defined below)). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

WHEREAS, Agent, Lenders, the Debtors and the other Credit Parties are parties to a certain Loan and Security Agreement, dated as of the March 20, 2006 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, Agent, Wireless, Sisna and the other guarantors a party thereto are parties to a certain Guaranty, dated as of the date hereof (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Guaranty");

WHEREAS, pursuant to the terms of the Loan Agreement, Wireless and Sisna granted to Agent a first priority security interest in the Collateral in order to secure full payment of the Guaranteed Obligations (as such term is defined in the Guaranty); and

WHEREAS, pursuant to the terms of the Loan Agreement, IKANO granted to Agent a first priority security interest in the Collateral in order to secure full payment of the Obligations.

NOW, THEREFORE, for the consideration of the premises set forth herein and in the Security Agreement, Debtor hereby agrees as follows:

1. Grant of Security Interest. In order to secure payments of the Obligations in the case of IKANO, or in the case of Sisna and Wireless the Guaranteed Obligations, each Debtor hereby assigns, pledges and grants to the Agent a first priority continuing security interest in and to the following property, in each case whether now or hereafter existing or arising or which such Debtor now has or hereafter owns, acquires or develops an interest in and wherever located (collectively, "Trademark Collateral");

(a) All of each Debtor's present and future United States registered trademarks and trademark registrations, including Debtor's United States registered trademarks and trademark registrations listed in Schedule A to this Trademark Security Agreement, all of each Debtor's present and future United States applications for trademark registrations, including each Debtor's United States applications for trademark registrations listed in Schedule A to this Trademark Security Agreement, and all of each Debtor's present and future trademarks that are not registered in the United States Patent and Trademark Office (collectively, "Marks"), including, without limitation, any and all royalties, payments and other amounts payable to any Debtor in connection with the Marks, together with all renewals and extensions of the Marks, the right to recover for all past, present, and future infringements of the Marks, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(b) All of each Debtor's right, title and interest in and to any and all present and future license agreements with respect to the Trademark Collateral;

(c) All present and future accounts and other rights to payment arising from, in connection with or relating to the Trademark Collateral;

(d) All goodwill of the business connected with the use of, and symbolized by, each of the Mark; and

(e) All products and proceeds of any and all of the foregoing.

2. Continuing Security Interest. Each Debtor agrees that this Trademark Security Agreement shall create a continuing first priority security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with the terms of the Security Agreement.

3. Supplement to Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the security interests granted to the Agent, for the benefit of the Lenders, under the Loan and Security Agreement. The rights and remedies of the Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Loan and Security Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

4. Binding Effect. This Trademark Security Agreement shall be binding upon, inure to the benefit of and be enforceable by the Agent and its respective successors and assigns. None of the Debtors shall assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan and Security Agreement.

5. Entire Agreement; Amendment. This Trademark Security Agreement, together with the Loan and Security Agreement and the other Loan Documents, contain the entire agreement of the Debtors, the Agent and the Lenders with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. To the extent that any provision of this Trademark Security Agreement conflicts with any provision of the Loan and Security Agreement, the terms of the Loan and Security Agreement shall govern, it being understood that the purpose of this Trademark Security Agreement is to add to, and not detract from, the rights granted to the Agent under the Loan and Security Agreement. This Trademark Security Agreement may not be changed, modified, altered or terminated except by an agreement in writing executed by the Debtors and the Agent.

6. Counterparts. This Trademark Security Agreement may be executed in any number of counterpart copies, including telecopied transmission and electronic (PDF) transmission copies, each of which shall be deemed an original, but which together shall constitute a single instrument.

7. Severability. Any term or provision of this Trademark Security Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Trademark Security Agreement (unless a failure of

consideration would result thereby) or affecting the validity or enforceability of any of the terms or provisions of this Trademark Security Agreement in any other jurisdiction.

8. Captions. Captions and descriptive headings are for convenience of reference only and shall not control or affect the meaning or construction of any provisions of this Security Agreement.

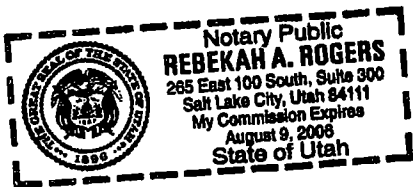
IN WITNESS WHEREOF, the signatories below have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WIRELESS NETWORK SERVICES, INC.

By: [Signature]
Name: Jeff Brimhall
Title: President

STATE OF Utah) ss.
COUNTY OF Salt Lake)

On this 15th day of March, 2006, before me personally appeared Jeff Brimhall who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Wireless Network Services, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company and that he acknowledged said instrument to be the free act and deed of said company.



[Signature]
Notary Public

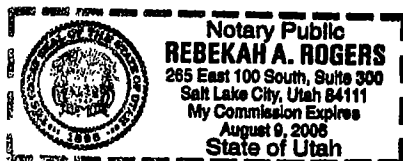
IKANO COMMUNICATIONS, INC.

By: [Signature]
Name: George Naspo
Title: President and CEO


STATE OF Utah) ss.
COUNTY OF Salt Lake)

On this 15th day of March, 2006, before me personally appeared George Naspo who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of IKANO Communications, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company and that he acknowledged said instrument to be the free act and deed of said company.

[Signature]
Notary Public




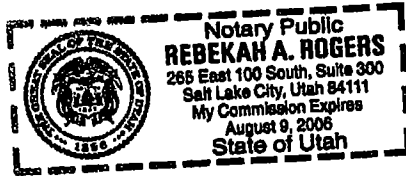
SISNA, INC.

By: 
Name: Greg Watkins
Title: President

STATE OF Utah) ss.
COUNTY OF Salt Lake)

On this 15th day of March, 2006, before me personally appeared Greg Watkins, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Sisna, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company and that he acknowledged said instrument to be the free act and deed of said company.


Notary Public



SCHEDULE A

Trademarks

<u>TRADEMARK NAME</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTERED OWNER</u>
HOTSPOTZZ	2,839,294	Wireless Network Services, Inc.
HOTSPOTZZ NETWORK and Design	2,885,700	Wireless Network Services, Inc.
SISNA	2,154,593	Sisna, Inc.
IKANO	3,056,717	IKANO Communications, Inc.
IKANO & Design	3,056,716	IKANO Communications, Inc.