

12-28-2005

FORM PTO-1594

(Rev. 07/05)

OMB No. 0651-0027 (exp. 06/30/2008)

REC



U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

103145147

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

50-28-05

**1. Name of conveying party(ies):**

Silicon Valley Bank  
3003 Tasman Dr HF-154  
Santa Clara, CA 95054

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

Additional name(s) of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies):**

Additional name(s) of conveying parties attached?  Yes  No

Name: **NextG Networks Inc**  
 Internal Address  
 Street Address: **2216 O Toole Ave**  
 City State: **San Jose CA**  
 Country  
 Zip: **95131**

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Citizenship

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)

TRADE SECTION  
12-18-05

**3. Nature of conveyance/ Execution Date(s):**

Execution Date(s): 12/16/05

- Assignment
- Merger
- Security Agreement
- Change of Name

Other: Release

**4. Application number(s) or registration number(s) and identification or description of the Trademark:**

A. Trademark Application No.(s)  
**76/338,183**

B. Trademark Registration No.(s)

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Additional sheets attached?  Yes  No

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

Name: **Silicon Valley Bank**  
 Internal Address: **Loan Collateral HF154**  
 Street Address: **3003 Tasman Dr.**  
 City: **Santa Clara** State: **CA** ZIP: **95054**  
 Phone Number: **(408) 654-4042**  
 Fax Number: **(408) 654-6313**  
 Email Address: **ldc@svbank.com**

**6. Total number of applications and registrations involved: 1**

**7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$40.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers  
Expiration Date

b. Deposit Account Number  
Authorized User Name

**9. Signature.**  Signature

12/16/05 Date

Lana Lowe  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **3**

12/27/2005 ECD/PER 00000056 76338183 40.00 DP  
01 FC-0521

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:

**RELEASE OF SECURITY AGREEMENT COVERING  
INTERESTS IN TRADEMARKS**

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **NextG Networks Inc** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, March 31, 2004 executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on May 17, 2004 Reel 002971, Frame 0232.

Dated: December 16, 2005

SILICON VALLEY BANK

By: Maggie Garcia  
Name: Maggie Garcia  
Title: ops. manager

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 31, 2004 by and between SILICON VALLEY BANK ("Bank") and NEXTG NETWORKS, INC. ("Grantor").

## RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan

Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies. This Intellectual Property Security Agreement shall remain in full force and effect until the Obligations (other than any inchoate indemnity obligations) under the Loan Documents are repaid in full to Bank and Bank has no further obligation to make any further Credit Extensions thereunder.

***[SIGNATURES APPEAR ON THE FOLLOWING PAGE]***

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

1759 S. Main Street, Suite 128  
Milpitas, California 95035

NEXT G NETWORKS, INC.

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

  
Name: JOHN GEORGES  
Title: CEO

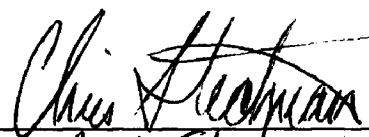
**BANK:**

Address of Bank:

3003 Tasman Drive  
Santa Clara, California 95054

SILICON VALLEY BANK

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

  
Name: Chris Steedman  
Title: SVP

**EXHIBIT A**

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

SVB\_NextG (IP Security Agreement) (3).DOC SVB/NextG (IP Sec Ag)  
March 30, 2004 2:16 PM

**TRADEMARK**  
**REEL: 003279 FRAME: 0046**

**EXHIBIT B**

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

**EXHIBIT C**

Trademarks

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NEXTG NETWORKS

76338183

SVB\_NextG (IP Security Agreement) (3).DOC SVB/NextG (IP Sec Ag)  
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**RECORDED: 12/23/2005**

**TRADEMARK  
REEL: 003279 FRAME: 0048**