

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
Airimba Wireless, Inc.		06/06/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Harbert Venture Partners, LLC		
Street Address:	1210 East Cary Street		
Internal Address:	Suite 400		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23219		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78354143	AIRIMBA WIRELESS	
Serial Number:	78365701	AIRIMBA WIRELESS	
Serial Number:	78365709	TRANSPORT YOUR LIFESTYLE	
Serial Number:	78365705	YOU DECIDE WHERE TO TAKE THE INTERNET	
Serial Number:	78565052	AIRIMBA ZONE	
Serial Number:	78565068		
CORRESPONDENCE DATA			
Fax Number:	(336)734-2672		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	336-607-7378		
Email:	wstrademarks@kilpatrickstockton.com		
Correspondent Name:	Eileen King Gillis, Esq.		
Address Line 1:	1001 West Fourth Street		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101		

OP \$165.00 78354143

ATTORNEY DOCKET NUMBER:	H9720-278514
NAME OF SUBMITTER:	Eileen King Gillis
Signature:	/Eileen King Gillis/
Date:	06/07/2006

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement"), dated as of June 6, 2006, is entered into by and among Airimba Wireless, Inc., a Delaware corporation (the "Grantor"), and Harbert Venture Partners, LLC, a Delaware limited liability company (the "Secured Party").

W I T N E S S E T H:

A. Secured Party 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 Convertible Note Purchase Agreement by and among Secured Party and Grantor dated as of even date (the "Purchase Agreement"; capitalized terms used herein are used as defined in the Purchase 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 all intellectual property collateral, including, without limitation, copyrights, trademarks and patents, to secure the obligations of Grantor under the Purchase Agreement.

C. Pursuant to the terms of the Purchase Agreement, Grantor has granted to Secured Party 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 Purchase Agreement and all other agreements now existing or hereafter arising between Grantor and Secured Party, Grantor hereby represents, warrants, covenants and agrees as follows:

A G R E E M E N T:

To secure its obligations under the Purchase Agreement, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its copyrights, patents and trademarks listed on Schedules A, B and C 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.

If any copyright, patent or trademark application is made or registration issues to Grantor after the date hereof, within thirty (30) days of such application or receipt of such certificate, Grantor will deliver to Secured Party a copy of such application and certificate and an assignment for security in such copyright, patent or trademark application or registration, in form reasonably satisfactory to Secured Party. In the event Grantor fails to take any action to maintain any copyright, patent, or trademark of Grantor, Secured Party may, in Secured Party's sole

discretion and at Grantor's sole expense, take such action as is reasonably necessary to maintain any such copyright, patent, or trademark of Grantor.

Notwithstanding the foregoing, with respect to any trademarks that are the subject of an application before the United States Patent and Trademark Office filed as Intent to Use applications for which a Statement of Use or Amendment to Allege Use have not been filed and accepted, this grant of a security interest shall not be effective until the acceptance of such Statement of Use or Amendment to Allege Use occurs, such that an abandonment of said applications will not result from this grant of the security interest therein. This qualification with respect to such application will not affect the security interest in the trademarks effective as of the date hereof.

This security interest is granted in conjunction with the security interest granted to Secured Party under the Security Agreement, dated as of the date hereof, by and among Grantor and the Secured Party. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Security Agreement 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 Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement or the Security Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

Grantor represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.


(The remainder of this page is intentionally left blank Signatures to follow.)

[Signature page to Airimba Wireless, Inc. Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

THE GRANTOR:

AIRIMBA WIRELESS, INC.

By: 
Name: Terry L. Scott
Title: President and Chief Executive Officer
Address: 101 West Renner Road, Suite 200
Richardson, TX 75082
Telephone: (214) 413-3220
Fax: (972) 231-8150
Email: tscott@airimba.com

THE SECURED PARTY:

HARBERT VENTURE PARTNERS, LLC

By: Harbert Venture Partners, MM, L.L.C.,
its Manager

By: _____
Name: Wayne L. Hunter
Title: Vice President
Address: 1210 East Cary Street, Suite 400
Richmond, VA 23219
Telephone: (804) 782-3800
Fax: (804) 782-3810
Email: whunter@harbert.net

[Signature page to Airimba Wireless, Inc. Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

THE GRANTOR:

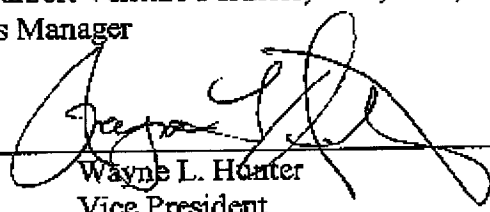
AIRIMBA WIRELESS, INC.

By: _____
Name: Terry L. Scott
Title: President and Chief Executive Officer
Address: 101 West Renner Road, Suite 200
Richardson, TX 75082
Telephone: (214) 413-3220
Fax: (972) 231-8150
Email: tscott@airimba.com

THE SECURED PARTY:

HARBERT VENTURE PARTNERS, LLC

By: Harbert Venture Partners, MM, LLC,
its Manager

By: 
Name: Wayne L. Hunter
Title: Vice President
Address: 1210 East Cary Street, Suite 400
Richmond, VA 23219
Telephone: (804) 782-3800
Fax: (804) 782-3810
Email: whunter@harbert.net

SCHEDULE A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.		

SCHEDULE B

Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None.		

SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
AIRIMBA WIRELESS	78/354,143	1/20/2004
AIRIMBA WIRELESS and Design	78/365,701	2/10/2004
TRANSPORT YOUR LIFESTYLE	78/365,709	2/10/2004
YOU DECIDE WHERE TO TAKE THE INTERNET	78/365,705	2/10/2004
Miscellaneous Design	78/390,010	3/24/2004
Airimba Encryption Logo	78/565,068	2/10/2005
AIRIMBA ZONE	78/565,052	2/10/2005
AIRIMBA WIRELESS (CN)	1,217,832	5/25/2004
AIRIMBA ZONE (CN)	1,254,513	4/19/2005
Airimba Encryption Logo (CN)	1,256,454	5/4/2005
Miscellaneous Design (CN)	1,257,576	5/13/2005
AIRIMBA WIRELESS and Design (CN)	1,257,575	5/13/2005
TRANSPORT YOUR LIFESTYLE (CN)	1,257,578	5/13/2005
YOU DECIDE WHERE TO TAKE THE INTERNET (CN)	1,266,001	7/25/2005