

11-02-2006



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TR

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FINANCE SECTION

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

11-1-06

1. Name of conveying party(ies):

Wavelink Corporation

- Individual(s)
- General Partnership
- Corporation- State: Washington
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) October 5, 2006

- Assignment
- Security Agreement
- Other Ack of Intel. Prop. Collateral Lien
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: CapitalSource Finance LLC

Internal

Address: Attn: Peggy Balsawer

Street Address: 4445 Willard Ave., 12th Floor

City: Chevy Chase

State: Maryland

Country: USA Zip: 20815

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other LLC 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)

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

A. Trademark Application No.(s)  
78661929

B. Trademark Registration No.(s)  
TMA577863; 1915156; 1234600; 1081096; 1991218;

Additional sheet(s) attached?  Yes  No

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

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

Name: Morgan, Lewis & Bockius LLP

Internal Address: Attn: Lois S. LeBar, Analyst

Street Address: 300 S. Grand Avenue, 22nd Floor

City: Los Angeles

State: California Zip: 90071-3132

Phone Number: 213.612.7331

Fax Number: 213.612.2501

Email Address: llebar@morganlewis.com

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 415.00

- 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

OCT. 27, 2006

Date

Lois S. LeBar, Analyst  
Name of Person Signing

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

11

**ATTACHMENT TO  
ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY  
COLLATERAL LIEN**

4. B. Trademark Registration Nos. (continuation from page 1)

332455; 2,444,094; 2,653,644; 1,959,171; 2,749,502; 2,760,916; 2,931,087; 2,931,071;  
2,863,975; 2,617,168

**ACKNOWLEDGEMENT OF  
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien (this "**Acknowledgement**") is dated as of October 5, 2006, by and among the Grantors listed on the signature pages hereto (individually, a "**Grantor**", and collectively, the "**Grantors**"), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as administrative agent for the Lenders under the Credit Agreement described below (in such capacity, the "**Secured Party**").

**WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof among the Grantors, the other Credit Parties named therein (if any), the Secured Party and the Lenders (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "**Credit Agreement**"), the Lenders have agreed to provide a Term Loan to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof among the Grantors and the Secured Party (as the same exists and may be amended, restated, supplemented, extended, renewed or otherwise modified from time to time, the "**Security Agreement**"), each of the Grantors granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure its respective Obligations under the Credit Agreement; and

WHEREAS, pursuant to the terms of the Credit Agreement and/or the Security Agreement the Grantors are required to execute and deliver this Acknowledgment in favor of Secured Party, for itself and the benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and Lenders to enter into the Loan Documents and to make the Term Loan to the Borrower thereunder, each Grantor hereby agrees with Secured Party as follows:

**Section 1. Defined Terms.** Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement or, if not defined in the Security Agreement, the meanings in assigned to such terms in the Credit Agreement, and, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect from time to time. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

**Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property**

**Collateral.** Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a Lien upon all of its right, title and interest in, to and under the Intellectual Property Collateral (as defined below), and further reaffirms its collateral assignment, conveyance, mortgage, pledge, hypothecation and transfer to Secured Party, for itself and the benefit of the Lenders, of a lien on and security interest in all of its right, title and interest in, to and under the following, whether now existing or hereafter acquired (herein referred to as "**Intellectual Property Collateral**"):

- (i) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;
- (ii) all of its owned Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto;
- (iii) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule III hereto;
- (iv) all renewals, reissues, continuations or extensions of the foregoing;
- (v) all goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark License, Patent and Patent License, Copyright and Copyright License; and
- (vi) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present, future (a) infringement or dilution of any Trademark, Trademark licensed under any Trademark License, Patent or Patent licensed under any Patent License, Copyright or Copyright licensed under any Copyright License or (b) injury to the goodwill associated with any Trademark, Trademark licensed under any Trademark License, Patent or Patent licensed under any Patent License, Copyright or Copyright licensed under any Copyright License.

**Section 3. Acknowledgement.** The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral reaffirmed herein are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Security Agreement, the terms and conditions of the Security Agreement shall govern.

[Signatures appear on the following page]


IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

**WAVELINK CORPORATION,**  
a Washington corporation

By: \_\_\_\_\_  
Name: David Bullis  
Title: Chief Executive Officer

Accepted and Agreed:

**CAPITALSOURCE FINANCE LLC,**  
as Secured Party

By:  \_\_\_\_\_  
Name: **Peggy Balsawer**  
Title: **Associate General Counsel**  
**Corporate Finance**

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

**WAVELINK CORPORATION,**  
a Washington corporation

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

Name: David Bullis

Title: Chief Executive Officer

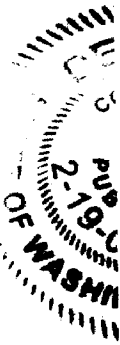
Accepted and Agreed:

**CAPITALSOURCE FINANCE LLC,**  
as Secured Party

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

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

Title: \_\_\_\_\_



**ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF Washington

COUNTY OF San Juan

ss.

On 9-27-06, before me,

Debra J. Daniels, Notary  
Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared David C Bullis

Name of Signer(s)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Debra J. Daniels  
Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- Individual
  - Corporate Officer
- \_\_\_\_\_
- Title(s)
- Partner(s)  Limited
  - Attorney-In-Fact  General
  - Trustee(s)
  - Guardian/Conservator
  - Other: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

**Acknowledgement of Intellectual Property Collateral Lien**

\_\_\_\_\_

Title or Type of Document

\_\_\_\_\_

Number Of Pages

\_\_\_\_\_

Date Of Document

\_\_\_\_\_

Signer(s) Other Than Named Above

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_

\_\_\_\_\_

*Acknowledgement of IP Collateral Lien  
CapitalSource—Wavelink*

**SCHEDULE I**  
**TO**  
**ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN**

**TRADEMARK REGISTRATIONS**

**A. REGISTERED TRADEMARKS**

<u>Grantor</u>	<u>Trademarks</u>	<u>Registration Date</u>	<u>Status</u>	<u>Registration No. (Serial No)</u>
Canada	Wavelink	March 21, 2003	Registered	TMA577863
European Community	Wavelink	February 5, 2002	Registered	1915156
France	Wavelink	March 16, 1983	Registered	1234600
Germany	Wavelink and Design	August 28, 1985	Registered	1081096
Japan	Wavelink and Design	October 27, 1987	Registered	1991218
Switzerland	Wavelink and Design	March 9, 1984	Registered	332455
US	Activebridge	April 17, 2001	Registered	2,444,094
US	W Logo	November 26, 2002	Registered	2,653,644
US	Wavelink	February 27, 1996	Registered	1,959,171
US	Wavelink Avalanche	August 12, 2003	Registered	2,749,502
US	Wavelink Client-Side Emulators	September 9, 2003	Registered	2,760,916
US	Wavelink Mobile Manager	March 8, 2005	Registered	2,931,087
US	Wavelink Studio	March 8, 2005	Registered	2,931,071
US	Wavelink Wireless Comes Together	July 20, 2004	Registered	2,863,975
US	Wireless Comes Together	September 10, 2002	Registered	2,617,168

**B. TRADEMARK APPLICATIONS**

US – Software That Keeps Mobile Business Moving – Filing date: June 30, 2005 – Serial No. 78661929

*Acknowledgement of IP Collateral Lien  
CapitalSource—Wavelink*



**SCHEDULE II**  
**to**  
**ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN**  
**PATENT REGISTRATIONS**

**A. REGISTERED PATENTS**

<u>Grantor</u>	<u>Patents</u>	<u>Issued Date</u>	<u>Status</u>	<u>Patent No.</u>
US	System and Method for Providing WLAN Security Through Synchronized Update and Rotation of WEP Keys	November 15, 2005	Patented	6,965,674

**B. PATENT APPLICATIONS**

<u>Jurisdiction</u>	<u>Title</u>	<u>Application #</u>
US	Internet-Deployed Wireless System	09/931,425
European Union	Managed Roaming for WLANS	03767083.3
PCT	Managed Roaming for WLANS	PCT/US03/24180
US	Managed Roaming for WLANS	10/211,841
European Union	System and Method for Detecting Unauthorized Wireless Access Points	03762216.4
PCT	System and Method for Detecting Unauthorized Wireless Access Points	PCT/US03/20502
US	System and Method for Detecting Unauthorized Wireless Access Points	10/184,750
European Union	Management of Mobile Unit Configuration in WLANS	03785061.7
PCT	Management of Mobile Unit Configuration in WLANS	PCT/US03/24885
US	Mobile Unit Configuration Management for WLANS	10/215,701 & 10/252,849
Hong Kong	System and Method for Providing WLAN Security Through Synchronized Update and Rotation of WEP Keys	05107961.5
European Union	System and Method for Providing WLAN Security Through Synchronized Update and Rotation of	03731284.0

	WEP Keys	
PCT	System and Method for Providing WLAN Security Through Synchronized Update and Rotation of WEP Keys	PCT/US03/15964
European Union	Channel Coding and Power Management for Wireless Local Area Networks	04711188.5
PCT	Channel Coding and Power Management for Wireless Local Area Networks	PCT/US04/04387
US	Channel, Coding and Power Management for Wireless Local Area Networks	10/778,758

**SCHEDULE III**

to

**ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN**

**COPYRIGHT REGISTRATIONS**

A. REGISTERED COPYRIGHTS

NONE

B. COPYRIGHT APPLICATIONS

NONE

C. COPYRIGHT LICENSES

NONE