

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Spotwave Wireless Inc.		12/27/2001	CORPORATION: CANADA

**RECEIVING PARTY DATA**

Name:	Spotwave Wireless Canada Inc.
Street Address:	1 Hines Road
Internal Address:	Suite 204
City:	Ottawa
State/Country:	ONTARIO
Postal Code:	K2K3C7
Entity Type:	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Serial Number:	78627322	COVERAGE AGENT
Serial Number:	78376099	POWERED BY SPOTCELL TECHNOLOGY SPOTWAVE WIRELESS
Registration Number:	3134882	SPOTWAVE WIRELESS
Serial Number:	78604612	SPOTWAVE
Serial Number:	78604623	COVERAGE MADE SIMPLE
Serial Number:	78604628	SPOTWAVE
Serial Number:	78604641	
Serial Number:	78604579	ADAPTIVE REPEATER
Serial Number:	78604703	POWERED BY SPOTCELL TECHNOLOGY
Serial Number:	78629523	
Serial Number:	78604633	POWERED BY SPOTCELL TECHNOLOGY

**CORRESPONDENCE DATA**

OP \$290.00 78627322

Fax Number: (803)255-9831  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (803) 799-2000  
Email: ip@nelsonmullins.com  
Correspondent Name: Craig N. Killen  
Address Line 1: 1320 Main Street  
Address Line 2: 17th Floor  
Address Line 4: Columbia, SOUTH CAROLINA 29201

ATTORNEY DOCKET NUMBER:	17021/09015
NAME OF SUBMITTER:	Craig N. Killen
Signature:	/craig killen/
Date:	11/10/2006

**Total Attachments: 5**

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5. The amendment has been duly authorized as required by Sections 168 & 170 (as applicable) of the Business Corporations Act.

*La modification a été dûment autorisée conformément aux articles 168 et 170 (selon le cas) de la Loi sur les sociétés par actions.*

6. The resolution authorizing the amendment was approved by the shareholders/directors (as applicable) of the corporation on

*Les actionnaires ou les administrateurs (selon le cas) de la société ont approuvé la résolution autorisant la modification le*

27 DECEMBER 2001

(Day, Month, Year)  
(jour, mois, année)

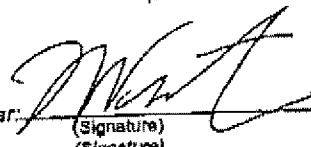
These articles are signed in duplicate.

*Les présents statuts sont signés en double exemplaire.*

**SPOTWAVE WIRELESS INC.**

(Name of Corporation)  
(Dénomination sociale de la société)

By: / Par:



(Signature)  
(Signature)

Deborah L. Weinstein

(Description of Office)  
(Fonction)

Secretary

## Schedule A

The Special Voting Shares (the "Special Voting Shares") of the Corporation shall have attached thereto the following rights, privileges, restrictions and conditions:

1. Liquidation, dissolution or winding up of the Corporation. Upon the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of Special Voting Shares then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its shareholders, after payment shall be made to the holders of Preferred Shares and all other classes or series of shares ranking on liquidation senior to the Special Voting Shares by reason of their ownership thereof, in accordance with Section II (2)(a) hereof but before any payment shall be made to the holders of Common Shares or any other class or series of shares ranking on liquidation junior to the Special Voting Shares by reason of their ownership thereof, an amount equal to the SVS Redemption Price per share (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares). After the SVS Redemption Price has been paid, the holders of the Special Voting Shares shall not be entitled to any further distribution of the assets of the Corporation. If upon any such Liquidation Event the remaining assets of the Corporation available for distribution to its shareholders shall be insufficient to pay the holders of Special Voting Shares the full amount to which they shall be entitled, the holders of Special Voting Shares and any class or series of shares ranking on liquidation on a parity with the holders of Special Voting Shares shall share ratably in any distribution of the remaining assets and funds of the Corporation in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

2. Dividends. A holder of Special Voting Shares shall not be entitled to receive any dividends declared by the Corporation, including cash dividends, share dividends and dividends declared in property.

3. Voting. The holders of the Special Voting Shares shall be entitled to one (1) vote for each Special Voting Share held at all meetings of shareholders of the Corporation except meetings at which only holders of a specified class of shares other than Special Voting Shares are entitled to vote.

4. Redemption

(a) General - The Corporation may at any time redeem the whole or any part of the issued Special Voting Shares on payment to the holders thereof of an amount equal to \$.00001 per share (the "SVS Redemption Price") for each share to be redeemed.

(b) Automatic Redemption - Subject to applicable law, the Corporation shall on the earlier of (i) December 31, 2003 (ii) the date of a Mandatory Exchange of Canadian Subsidiary Shares pursuant to section 5.2 of the Amended and Restated Investor Rights Agreement to be dated on or about December 28, 2001 among the Corporation, Spotwave Wireless, Inc. (the "U.S. Parent") and certain shareholders thereof; and (iii) the date on which the provisions of section 5 of the Stock Restriction Agreement, to be dated on or about December 28, 2001 among the U.S. Parent, its shareholders and the Corporation are applied to a Third Party Offer (as defined in such section 5) and all shareholders of the Corporation and the U.S. Parent are deemed to have accepted the Third Party Offer, (the "SVS Redemption Date") redeem all of the then outstanding Special Voting Shares for an amount for each Special Voting Share equal to the SVS Redemption Price in accordance with Section 4(d) below.

(c) Notice - In any case of redemption of the Special Voting Shares, unless all the holders of the Special Voting Shares to be redeemed shall have waived notice of such redemption, the Corporation shall give notice in writing of such redemption by mailing to each person who at the date of mailing is a registered holder of the Special Voting Shares to be redeemed a notice in writing of the intention of the Corporation

to redeem such Special Voting Shares. Such notice shall set out the total SVS Redemption Price for the shares to be redeemed and the SVS Redemption Date and, if part only of the Special Voting Shares held by the person to whom notice is given is to be redeemed, the number thereof so to be redeemed.

(d) Redemption Procedure - On or after the SVS Redemption Date, the Corporation shall pay or cause to be paid to or to the order of the registered holders of the Special Voting Shares to be redeemed the SVS Redemption Price in respect of each Special Voting Share then held, which in respect of each holder's entitlement shall be rounded down to the nearest cent. Such payment shall be made by cheque payable at any branch in Canada of one of the Corporation's bankers for the time being.

(e) Partial Redemption - In case a part only of the Special Voting Shares is at any time to be redeemed, the shares so to be redeemed shall either be selected by lot in such manner as the Board of Directors of the Corporation in its sole discretion shall determine or, if the Board of Directors of the Corporation so determines, shall be redeemed pro rata, disregarding fractions, and the Board of Directors of the Corporation may provide for such adjustments as may be necessary to avoid the redemption of fractions of shares. If a part only of the Special Voting Shares represented by any certificates are redeemed, a new certificate for the balance shall be issued by the Corporation to the holder thereof.

(f) Cessation of Rights - From and after the SVS Redemption Date specified for redemption in any such notice, the Special Voting Shares called for redemption shall cease to be entitled to exercise any of the rights of shareholders in respect thereof, unless payment of the SVS Redemption Price of the Special Voting Shares shall not be made upon presentation of the certificates in accordance with the foregoing provisions, in which case the rights of the holders shall remain unaffected.

(g) Deposit of Redemption Price - The Corporation shall have the right, at any time after the mailing of notice of its intention to redeem any of the Special Voting Shares, to deposit the redemption price of the Special Voting Shares called for redemption or of such of the said Special Voting Shares represented by certificates which have not at the date of such deposit been surrendered by the holders thereof in connection with any such redemption, in a special account in any chartered bank or any trust company in Canada named in such notice, to be paid without interest to or to the order of the respective holders of such Special Voting Shares called for redemption upon presentation and surrender to such bank or trust company of the certificates representing the same and, on such deposit being made or upon the SVS Redemption Date, whichever is the later, the Special Voting Shares in respect of which such deposit shall have been made shall be redeemed and the holders thereof after such deposit or such SVS Redemption Date, as the case may be, shall be limited to receiving without interest their proportionate part of the total redemption price of the Special Voting Shares so deposited, against presentation and surrender of the said certificates held by them respectively, and interest allowed on any such deposit shall belong to the Corporation.

CANADA

PROVINCE OF ONTARIO

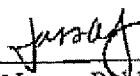
REGIONAL MUNICIPALITY  
OF OTTAWA-CARLETON

TO WIT:

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I, James Allan Smith, a Notary Public in and for the Province of Ontario, by Royal Authority duly appointed, residing in the City of Ottawa, in the Regional Municipality of Ottawa-Carleton in the said Province DO HEREBY CERTIFY that the paper writing hereto annexed, the first page of which is stamped with an impression of my seal, is a true and correct photostatic copy of a document produced and shown to me out of custody of LaBarge Weinstein Professional Corporation, Kanata, Ontario and purporting to be Articles of Amendment of Spotwave Wireless Inc. dated December 27, 2001, changing the name of the corporation to Spotwave Wireless Canada Inc., the said photostatic copies of each document having been compared by me, page for page, with the said original documents, an act whereof being requested I have granted the same under my hand and notarial seal of office to serve and avail as occasion shall or may require.

DATED at Ottawa, this 23<sup>rd</sup> day of August, 2005.

  
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A Notary Public in and  
for the Province of Ontario