

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FreeWave Technologies, Inc.		06/01/2007	CORPORATION: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FreeWave Holdings, Inc.		
<b>Street Address:</b>	1800 S. Flatiron Ct., Suite F		
<b>City:</b>	Boulder		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80301		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2004263	FREEWAVE	
<b>Serial Number:</b>	78864047	FREEWAVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)523-1231		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617.570.1292		
<b>Email:</b>	mrovner@goodwinprocter.com		
<b>Correspondent Name:</b>	Miriam J. Rovner, Senior Paralegal		
<b>Address Line 1:</b>	Goodwin Procter LLP		
<b>Address Line 2:</b>	Exchange Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>ATTORNEY DOCKET NUMBER:</b>	087724-170007		
<b>NAME OF SUBMITTER:</b>	Miriam J. Rovner		
<b>Signature:</b>	/mjr/		

**CH \$65.00 2004263**

Date:

08/27/2007

**Total Attachments: 5**

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*[Seller to Holdings]*

### **TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Assignment") is made effective this 1<sup>st</sup> day of June, 2007 by and between FreeWave Technologies, Inc., a corporation organized and existing under the laws of the state of Colorado ("Assignor"), and having a principal place of business at 1800 S. Flatiron Ct., Suite F, Boulder, Colorado; and FreeWave Holdings, Inc., a corporation organized and existing under the laws of the State of Delaware ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names identified in the attached Schedule A attached hereto (the "Marks");

WHEREAS, as part of the transactions contemplated by that certain Contribution and Asset Purchase Agreement, dated as of June 1, 2007, to which Assignor and Assignee are parties (the "Contribution and Asset Purchase Agreement"), Assignor desires to assign, and the Assignee desires to assume, a 31.52% undivided interest in the Marks, together with the goodwill of the business symbolized thereby;

NOW, THEREFORE, in consideration of the premises set forth above and in the Contribution and Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor does hereby sell, assign, convey and transfer unto said Assignee, its successors, assigns, and legal representatives, a 31.52% undivided interest, in and throughout the United States of America, its territories and all foreign countries, in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by said Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

2. Assignor further authorizes the Director of the United States Patent & Trademark Office, and any official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.

3. This Agreement shall be governed by and construed in accordance with the laws of New York without regard to conflict of law principles.

4. For the convenience of the parties and to facilitate execution, this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

*[Signature Page to Follow]*

[Seller to Holdings]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed as a sealed instrument by its duly authorized officer as of the date first written above.

**ASSIGNOR**

**FREEWAVE TECHNOLOGIES, INC.,**  
a Colorado corporation

By: [Signature]

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

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

**NOTARIZATION**

On this 31 day of May, 2007, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of ASSIGNOR and executed this document of his/her own free will.

[Signature]

(Seal)

Signature of Notary

My Commission Expires: 4-7-09

**ASSIGNEE**

**FREEWAVE HOLDINGS, INC.,**  
a Delaware corporation

By: [Signature]

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

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

**NOTARIZATION**

On this 31 day of May 2007, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

[Signature]

(Seal)







Signature of Notary







My Commission Expires: 4-7-09


**FREEWAVE TECHNOLOGIES, INC.**

**Trademark Assignment**

**Schedule A**

<b>File #</b>	<b>Country Name</b>	<b>Trademark</b>	<b>App or Serial # / Reg. #</b>	<b>Date Filed /Registered</b>
15590-02	Argentina	FREEWAVE and design  	Serial 2669651  Opposition pending	Filed 05/10/06
15590-02	Brazil	FREEWAVE and design  	Serial 828541388	Filed 05/30/06
15590-02	Canada	FREEWAVE and design  	App. 1321139	Filed 10/16/06
15590-02	Chile	FREEWAVE and design  	App. 747263  Opposition pending	Filed 10/11/06
15590-01	Colombia	FREEWAVE and design  	App. 06 64.502	Filed 07/04/06
15590-02	Israel	FREEWAVE and design  	App. 194,508	Filed 10/15/06

File #	Country Name	Trademark	App or Serial # / Reg. #	Date Filed /Registered
15590-02	Korea	FREEWAVE and design 	App. 40-2007- 0016008	Filed 03/26/07
15590-02	Malaysia	FREEWAVE and design 	App. 06018479	Filed 10/10/06
15590-02	Mexico	FREEWAVE and design 	Registered  Reg. No. 973838	Registered 02/23/07
15590-02	Peru	FREEWAVE and design 	Registered  Certificate 118166	Registered 08/10/06
15590-02	Taiwan	FREEWAVE and design 	App. 95050793	Filed 10/05/06
15590-02	Venezuela	FREEWAVE and design 	App. 7086-07	Filed 04/03/07
15590-01	United States	FREEWAVE [word only]	Registered  2,004,263	Registered 10/01/06

File #	Country Name	Trademark	App or Serial # / Reg. #	Date Filed /Registered
15590-01	United States	FREEWAVE and design 	Serial 78864047 Suspended during Bose Opposition	Filed 04/18/06