

**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
IPWireless, Inc.		12/24/2008	CORPORATION: DELAWARE
IPWireless U.K. Limited		12/24/2008	a limited company formed under the laws of England and Wales:
IPW Parent Holdings Inc.		12/24/2008	CORPORATION: DELAWARE
IPW Holdings, Inc.		12/24/2008	CORPORATION: DELAWARE
IPWireless PTE Limited		12/24/2008	Limited Private Company: SINGAPORE

**RECEIVING PARTY DATA**

Name:	Northrop Grumman Information Technology, Inc.
Street Address:	1840 Century Park East
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067-2199
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2799086	IPW
Registration Number:	2858717	IPWIRELESS

**CORRESPONDENCE DATA**

Fax Number: (212)728-8111  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-728-8000  
 Email: ipdept@willkie.com  
 Correspondent Name: Brett Waxman  
 Address Line 1: 787 Seventh Avenue  
 Address Line 2: Willkie Farr & Gallagher LLP  
 Address Line 4: New York, NEW YORK 10019

CH \$65.00 2799086

ATTORNEY DOCKET NUMBER:	118353.00001SECURITY
NAME OF SUBMITTER:	Brett Waxman
Signature:	/brettwaxman/
Date:	01/21/2009

**Total Attachments: 11**

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## TRADEMARK SECURITY AGREEMENT

**SECURITY AGREEMENT**, dated as of December 24, 2008, between **IPWIRELESS, INC.**, a Delaware corporation, **IPWIRELESS U.K. LIMITED**, a limited company formed under the laws of England and Wales, **IPW PARENT HOLDINGS INC.**, a Delaware corporation, **IPW HOLDINGS, INC.**, a Delaware corporation (“Holdings”), and certain subsidiaries of Holdings (collectively, the “Debtors”), and **NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC.**, a Delaware corporation (the “Secured Party”).

The Debtors and the Secured Party hereby agree as follows:

### SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Credit Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Collateral” has the meaning set forth in Section 2.

“Commercial Tort Claims” shall have the meaning provided in the UCC except it shall refer only to such claims in an amount in excess of \$25,000 that have been asserted in judicial proceedings.

“Credit Agreement” means that certain Credit Agreement, dated as of the date hereof, between the Debtors and the Secured Party.

“PTO” means the United States Patent and Trademark Office.

“UCC” means the Uniform Commercial Code as in effect in the State of New York.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to “proceeds” in this Agreement authorizes any sale, transfer or other disposition of any Collateral by Debtors; (ii) “includes” and “including” are not limiting; (iii) “or” is not exclusive; and (iv) “all” includes “any” and “any” includes “all.” To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Credit Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, the Debtors hereby grant to the Secured Party a security interest in, and a mortgage upon, all of Debtors' right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtors now have or hereafter own, acquire or develop an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtors connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intellectual or other intangible property of Debtors of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

Notwithstanding the foregoing in no event shall the Collateral include any application for registration of a trademark filed with the PTO on an intent-to-use basis until such time (if any) as a Statement of Use or Amendment to Allege Use is filed, at which time such trademark shall automatically become part of the Collateral and subject to the security interest pledged.

(b) Continuing Security Interest. Debtors agree that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to Credit Agreement. This Agreement has been entered into in conjunction with the security interests granted to the Secured Party under the Credit Agreement and the Credit Documents. The rights and remedies of the Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth

in, the Credit Agreement and the Credit Documents, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. Debtors represent and warrant to the Secured Party that:

(a) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademark registrations or applications owned by Debtors, in whole or in part, is set forth in Schedule A.

SECTION 5. Further Acts. On a continuing basis, Debtors shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtors' compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. The Secured Party may record this Agreement, an abstract thereof, or any other document describing the Secured Party's interest in the Collateral with the PTO, at the expense of Debtors. In addition, Debtors authorize the Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by the Secured Party. If the Debtors shall at any time hold or acquire a Commercial Tort Claim arising with respect to the Collateral, the Debtors shall immediately notify the Secured Party in a writing signed by Debtors of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

SECTION 6. Authorization to Supplement. If Debtors shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtors shall give prompt notice in writing to the Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtors' obligations under this Section 6, Debtors authorize the Secured Party to modify this Agreement by amending Schedule A to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all the Collateral, whether or not listed on Schedule A.

SECTION 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtors, the Secured Party and their respective successors and assigns. Debtors may not assign, transfer, hypothecate or otherwise convey their rights, benefits, obligations or duties hereunder except as specifically permitted by the Credit Agreement.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests

hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

SECTION 9. Entire Agreement; Amendment. This Agreement and the Credit Agreement, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Credit Agreement. Notwithstanding the foregoing, the Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. In the event of any direct conflict between the express terms and provisions of this Agreement and of the Credit Agreement, the terms and provisions of the Credit Agreement shall control. *In the event of any direct conflict between the express terms and provisions of this Agreement and of the Security Agreement, the terms and provisions of the Security Agreement shall control.*

SECTION 10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile or other electronic method of transmission shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect hereof.

SECTION 11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and the Secured Party (at the Debtors' expense) shall promptly execute and deliver to Debtors such documents and instruments reasonably requested by Debtors as shall be necessary to evidence termination of all such security interests given by Debtors to the Secured Party hereunder, including cancellation of this Agreement by written notice from the Secured Party to the PTO.

SECTION 12. No Inconsistent Requirements. Debtors acknowledge that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtors agree that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party or any other provisions of this Agreement.


SECTION 14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Agreement.

[Remainder of page intentionally left blank.]

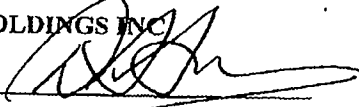
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

DEBTORS

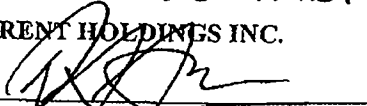
IPWIRELESS, INC.

By:   
Name: DOUGLAS SINCLAIR  
Title: SECRETARY


IPW HOLDINGS INC.

By:   
Name: DOUGLAS SINCLAIR  
Title: SECRETARY

IPW PARENT HOLDINGS INC.

By:   
Name: DOUGLAS SINCLAIR  
Title: SECRETARY

IPWIRELESS U.K. LIMITED

By:   
Name: DOUGLAS SINCLAIR  
Title: SECRETARY

IPWIRELESS PTE LIMITED

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to IPW Trademark Security Agreement]



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

DEBTORS

IPWIRELESS, INC.

By: \_\_\_\_\_  
Name:  
Title:

IPW HOLDINGS INC.

By: \_\_\_\_\_  
Name:  
Title:

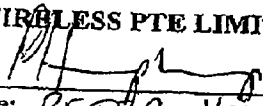
IPW PARENT HOLDINGS INC.

By: \_\_\_\_\_  
Name:  
Title:

IPWIRELESS U.K. LIMITED

By: \_\_\_\_\_  
Name:  
Title:

IPWIRELESS PTE LIMITED

By:   
Name: PETER HUMPHREYS  
Title: ASIA - PACIFIC

[Signature Page to IPW Trademark Security Agreement]

SECURED PARTY

**NORTHROP GRUMMAN INFORMATION  
TECHNOLOGY, INC.**

By: *Moh Nohif*  
Title: \_\_\_\_\_

[Signature Page to IPW Trademark Security Agreement]

**TRADEMARK  
REEL: 003921 FRAME: 0715**

**SCHEDULE A**  
**TO THE TRADEMARK SECURITY AGREEMENT**

Debtor: **IPWIRELESS, INC.**

U.S. Trademarks of Debtor

Registration No.	Registered Owner	Mark
2799086	IPWireless, Inc	IPW
2858717	IPWireless	IPWIRELESS LOGO

Pending U.S. Trademark Applications of Debtor

Application No.	Applicant	Mark
3240967	IPWireless, Inc.	IPW (EU)
3239605	IPWireless, Inc.	IPWireless (EU)

Debtor: **IPW HOLDINGS, INC.**

U.S. Trademarks of Debtor

Registration No.	Registered Owner	Mark
NONE		

Pending U.S. Trademark Applications of Debtor

Application No.	Applicant	Mark
NONE		

Debtor: **IPW PARENT HOLDINGS INC.**

U.S. Trademarks of Debtor

Registration No.	Registered Owner	Mark
NONE		

Pending U.S. Trademark Applications of Debtor

Application No.	Applicant	Mark
NONE		

Debtor: **IPWIRELESS U.K. LIMITED**

U.S. Trademarks of Debtor

Registration No.	Registered Owner	Mark
NONE		

Pending U.S. Trademark Applications of Debtor

Application No.	Applicant	Mark
NONE		

**Debtor: IPWIRELESS PTE LIMITED**

U.S. Trademarks of Debtor

Registration No.	Registered Owner	Mark
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Pending U.S. Trademark Applications of Debtor

Application No.	Applicant	Mark
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