

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NextG Networks, Inc.		08/27/2009	CORPORATION: DELAWARE
NextG Networks of California, Inc.		08/27/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Oak Investment Partners XI, L.P., as agent		
<b>Street Address:</b>	525 University Ave., #1300		
<b>City:</b>	Palo Alto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94301		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78425770	3USE	
<b>Serial Number:</b>	76338183	NEXTG NETWORKS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(650)493-6811		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	650-496-7543		
<b>Email:</b>	nbouch@wsgr.com		
<b>Correspondent Name:</b>	Wilson Sonsini Goodrich & Rosati		
<b>Address Line 1:</b>	650 Page Mill Road, FH 2-1 P10		
<b>Address Line 2:</b>	c/o Nancy Bouch, Sr. Paralegal		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304		
<b>ATTORNEY DOCKET NUMBER:</b>	27103.021		
<b>NAME OF SUBMITTER:</b>	Nancy Bouch		

CH \$65.00 78425770

Signature:	/s/Nancy Bouch
Date:	08/31/2009
<b>Total Attachments: 5</b> source=NextG - Trademark Security Agreement 27 AUG 2009 EXECUTED_(15522539_1)#page1.tif source=NextG - Trademark Security Agreement 27 AUG 2009 EXECUTED_(15522539_1)#page2.tif source=NextG - Trademark Security Agreement 27 AUG 2009 EXECUTED_(15522539_1)#page3.tif source=NextG - Trademark Security Agreement 27 AUG 2009 EXECUTED_(15522539_1)#page4.tif source=NextG - Trademark Security Agreement 27 AUG 2009 EXECUTED_(15522539_1)#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of August 27, 2009, is made by NextG Networks, Inc., a Delaware corporation, and NextG Networks of California, Inc., a Delaware corporation (each of the foregoing, a "Grantor" and collectively, the "Grantors"), in favor of Oak Investment Partners XI, L.P., as agent on behalf of Payee (in such capacity, the "Secured Party").

**WITNESSETH:**

WHEREAS, the Grantors have executed and delivered to the Secured Party that certain Secured Promissory Note dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Note"); and

WHEREAS, the Grantors have executed and delivered to the Secured Party that certain Security Agreement dated as of the date hereof (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Secured Party as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note and the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby pledges and grants to the Secured Party a lien on and a security interest in and to all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Code) (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all renewals, registrations, continuations and extensions of the foregoing; and
- (c) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark License.


3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement and the exercise of remedies with respect to this Trademark Security Agreement is subject to the provisions set forth in Section 6.1 of the Security Agreement.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

NEXTG NETWORKS, INC.

By:   
Name: Hab Siam  
Title: General Counsel

NEXTG NETWORKS OF CALIFORNIA, INC.

By:   
Name: Hab Siam  
Title: General Counsel

**ACCEPTED AND ACKNOWLEDGED BY:**

OAK INVESTMENT PARTNERS XI, L.P.,  
on behalf of each of the Payees

By: Oak Associates XI, LLC, its general partner

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

*Signature Page to Trademark Security Agreement*

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**NEXTG NETWORKS, INC.**

By: \_\_\_\_\_  
Name: Hab Siam  
Title: General Counsel

**NEXTG NETWORKS OF CALIFORNIA, INC.**

By: \_\_\_\_\_  
Name: Hab Siam  
Title: General Counsel

**ACCEPTED AND ACKNOWLEDGED BY:**

**OAK INVESTMENT PARTNERS XI, L.P.,**  
on behalf of each of the Payees

By: Oak Associates XI, LLC, its general partner

By: \_\_\_\_\_  
Name: Bandel Carano  
Title: Managing Member

*Signature Page to Trademark Security Agreement*

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations**

Grantor	Jurisdiction	Mark	Application Serial Number/Filing Date	Registration Number/Registration Date	Status
NextG Networks, Inc.	US	3USE	78425770 5/26/2004	3133914 8/22/2006	Registered
NextG Networks, Inc.	US	NextG Networks	76338183 11/14/2001	2976791 7/26/2005	Registered
NextG Networks of California, Inc.	Hawaii	NextG Networks West		4050557 2/20/2007	Registered
NextG Networks, Inc.	CTM	NextG Networks	5417563 10/25/2006	5417563 10/18/2007	Registered

**Trademark Applications**

None.

**Trademark Licenses**

None.