

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Airvana, Inc.		04/09/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust FB		
Street Address:	520 W. Madison Avenue		
Internal Address:	33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Collateral Agent: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2598859	AIRVANA	
Registration Number:	2675597	AIRVISTA	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-445-5957		
Email:	christine.casey@kirkland.com, jessica.kiser@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	10265-19		
NAME OF SUBMITTER:	Jessica M. Kiser		
Signature:	/Jessica M. Kiser/		

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**TRADEMARK
 REEL: 004183 FRAME: 0737**

Date:

04/09/2010

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 9, 2010, is made by Airvana, Inc. ("Grantor"), in favor of WILMINGTON TRUST FSB, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Lenders (as defined in the Credit Agreement listed below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of April 9, 2010 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among 72 Mobile Acquisition Corp., a Delaware corporation, as Initial Borrower, Airvana, Inc., a Delaware corporation, as Borrower, 72 Mobile Holdings, LLC, a Delaware limited liability company, the other Guarantors party thereto, GSO COF Facility LLC, as Lead Lender, the Lenders party thereto, and the Collateral Agent (collectively, the "Lenders" and, together with the Collateral Agent, the "Secured Parties"), the Lenders have agreed to make extensions of credit to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and to induce the Secured Parties to enter into the Credit Agreement, Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Borrower, hereby grants to the Collateral Agent for itself and for the benefit of the Secured Parties a security interest in all of its right, title and interest in, to and under any Trademarks (including without limitation those listed on Schedule 1 hereto) (collectively, the "Trademark Collateral").

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application until such time as a statement of use has been filed and accepted with the U.S. Patent and Trademark Office, in which case such application shall automatically be included in the Trademark Collateral.

Section 3. Guaranty and Security Agreement. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Credit Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in

the Credit Agreement. In the event of a conflict between the provisions of this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall control.

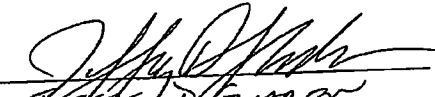
Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.


AIRVANA, INC.
as Grantor

By: 
Name: Jeffrey D. Furrow
Title: VP, CFO

[Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

WILMINGTON TRUST FSB
as Collateral Agent

By: 
Name: _____
Title: **BORIS TREYGER**
VICE PRESIDENT

[Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

U.S. Trademarks and Trademark Applications

Trademark	Registration Number
AIRVANA	2,598,859
AIRVISTA	2,675,597