OP \$65.00 259885

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust FSB, as Administrative and Collateral Agent		108/27/2010 1	Federally-Chartered Savings Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	Airvana, Inc.
Street Address:	19 Alpha Road
City:	Chelmsford
State/Country:	MASSACHUSETTS
Postal Code:	01824
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2598859	AIRVANA
Registration Number:	2675597	AIRVISTA

CORRESPONDENCE DATA

Fax Number: (650)251-5002

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-2222

Email: jmull@stblaw.com

Correspondent Name: Marcela Robledo

Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	007631/0023
NAME OF SUBMITTER:	J. Jason Mull
Signature:	/J. Jason Mull/
	TRADEMARK

TRADEMARK REEL: 004268 FRAME: 0676

900170417

Date:	08/27/2010
Total Attachments: 4 source=TM Release#page1.tif source=TM Release#page2.tif source=TM Release#page3.tif source=TM Release#page4.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement") dated as of August 27, 2010, from Wilmington Trust FSB, as administrative agent and collateral agent (the "Agent") for the benefit of the Lenders.

WITNESSETH:

WHEREAS, Airvana Inc. ("<u>Grantor</u>") entered into a Credit Agreement dated as of April 9, 2010 (the "Credit Agreement") with the Agent and the other Lenders party thereto;

WHEREAS, pursuant to the Credit Agreement, Grantor and the Agent are parties to that certain Trademark Security Agreement, dated as of April 9, 2010 (the "<u>Trademark Security Agreement</u>") pursuant to which the Grantor granted a security interest in the Trademark Collateral (as hereinafter defined) to the Agent, for the benefit of itself and the other Secured Parties;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on April 9, 2010, at Reel 4183 and Frame 0737;

WHEREAS, Grantor has paid all of the outstanding indebtedness to the Agent and the Lenders to which the Credit Agreement relates; and

WHEREAS, Grantor has requested that Agent release its security interest in the Trademark Collateral and reassign the same to Grantor.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities (except for surviving indemnification obligations for which no claim shall have been asserted) secured by the Trademark Collateral pursuant to the Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, the Agent hereby states as follows:

- 1. <u>Definitions</u>. Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Credit Agreement.
- 2. <u>Release of Security Interest</u>. The Agent hereby terminates, releases and discharges its security interest in all of Grantor's right, title and interest in, to and under the following (collectively, the "<u>Trademark Collateral</u>"), and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void:
- (a) all trademarks, service marks, certification marks, collective marks, corporate names, company names, business names, fictitious business names, trade names, trade dress, logos, Internet domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations thereof, and all registrations and applications filed in

connection therewith in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all renewals thereof, including the registrations and applications listed on Schedule A hereto, (b) all goodwill associated therewith or symbolized thereby, (c) all income, royalties, damages and payments now or hereafter due or payable under and with respect thereto, including payments under all licenses or other agreements entered into in connection therewith and damages and payments for past or future infringements or other violations, and (d) the right to sue for past, present and future infringement or other violation thereof.

3. <u>Further Assurances</u>. The Agent hereby agrees to duly execute and deliver (at the Grantor's sole cost and expense) any further documents and to do such other acts (at the Grantor's sole cost and expense) as may be reasonably necessary to effect the release of the security interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Agreement by its duly authorized officer as of the date first above written.

Wilmington Trust FSB, as administrative agent and collateral agent

By: __ Name: Title:

BORIS TREYGER VICE PRESIDENT

[Signature Page to Trademark Release]

Schedule A

U.S. Trademark Registrations and Applications

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Reg. #	Appl. #
AIRVANA	2,598,859	76038538
AIRVISTA	2,675,597	76292520

TRADEMARK REEL: 004268 FRAME: 0681

RECORDED: 08/27/2010