

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
Airvana Network Solutions Inc.		08/27/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Societe Generale		
Street Address:	1221 Avenue of the Americas		
Internal Address:	Agencies & Transaction Management, 11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	COMPANY: FRANCE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2598859	AIRVANA	
Registration Number:	2675597	AIRVISTA	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP, c/o Julie Dalke		
Address Line 1:	650 Town Center Dr, 20th floor		
Address Line 2:	034880-0029		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	034880-0029		
NAME OF SUBMITTER:	Adam Kummins		
Signature:	/Adam Kummins/		

OP \$65.00 2598859

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**TRADEMARK
 REEL: 004271 FRAME: 0454**

Date:

09/02/2010

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 27, 2010, is made by Airvana Network Solutions Inc. (“Grantor”), in favor of Société Générale, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement listed below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of August 27, 2010 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Airvana Network Solutions Inc., a Delaware corporation, as Borrower, 72 Mobile Holdings, LLC, a Delaware limited liability company and the other Guarantors party thereto, the lenders from time to time parties thereto (collectively, the “Lenders”), 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. To secure payment and performance of all Obligations, Grantor hereby grants to the Collateral Agent, for itself and the benefit of the Secured Parties, a continuing security interest in, a lien upon, and a right of set off against, and hereby collaterally assigns to the Collateral Agent, for itself and the benefit of the Secured Parties, as security, the following property of such Grantor, whether now owned or hereafter acquired or existing, and wherever located, but excluding the Excluded Property, including all of such Grantor’s right, title and interest in and to the following (collectively, the “Trademark Collateral”):

- (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 in Schedule I hereto, (b) all goodwill of the business connected with the use thereof and 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, dilutions or other violations, and (d) the right to sue for past, present and future infringement, dilution or other violation thereof.

Notwithstanding the foregoing, the Trademark Collateral shall not include, and no grant of any Lien or security interest shall be deemed granted hereunder, on or in any Trademark applications filed in the United States Patent and Trademark Office on the basis of the Grantor's "intent-to-use" such trademark, unless and until acceptable evidence of use of the trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a Lien in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application or any registration that issues therefrom under applicable federal law.

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.

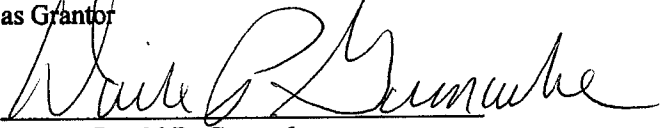
Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without regard to conflict of law provisions that would result in the application of any other law.

[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.

Very truly yours,

AIRVANA NETWORK SOLUTIONS INC.
as Grantor

By: 

Name: David P. Gamache

Title: Vice President and Chief
Financial Officer

[Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

SOCIÉTÉ GÉNÉRALE
as Collateral Agent

By: Elaine Khalil
Name: Elaine Khalil
Title: Managing Director

[Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Filing Date	Serial No. or Registration No.	Registration Date
AIRVANA	04/27/2000	2,598,859	07/23/2002
AIRVISTA	07/31/2001	2,675,597	01/14/2003