

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
AIRSPAN NETWORKS INC.		08/26/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3673589	MIMAX	
Registration Number:	2063647	AIRSPAN	
CORRESPONDENCE DATA			
Fax Number:	(408)852-4475		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4088417195		
Email:	dsanchezbentz@virtuallawpartners.com		
Correspondent Name:	Diana Sanchez Bentz, Legal Specialist		
Address Line 1:	Virtual Law Partners LLP		
Address Line 2:	235 Victoria Drive		
Address Line 4:	Gilroy, CALIFORNIA 95020		
ATTORNEY DOCKET NUMBER:	SVB-AIRSPAN-TRADEMARKS		
NAME OF SUBMITTER:	Diana Sanchez Bentz		
Signature:	/dsb0068/		

OP \$65.00 3673589

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Date:

09/05/2010

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 26, 2010 by and between SILICON VALLEY BANK ("Bank") and AIRSPAN NETWORKS INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Grantor and Airspan Communications Limited dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

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continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.


[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

AIRSPAN NETWORKS INC.

Address of Grantor:
777 Yamato Road, Suite 310
Boca Raton, Florida 33431
Attn:

By: 
Title: SVP & CFO

BANK:

SILICON VALLEY BANK

Address of Bank:
One Newton Executive Park, Suite 200
2221 Washington Street
Newton, Massachusetts 02462
Attn: Tony Barkett


By: 
Title: VP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

Issued Patents

US PAT. NO.	Title
<u>6,816,726</u>	<u>Transfer of different data types in a telecommunications system</u>
<u>6,351,633</u>	<u>Handling of signaling information within a telecommunications system</u>
<u>6,298,246</u>	<u>Subscriber terminal and method for passing control signals between a first and second signal processing units</u>
<u>6,229,800</u>	<u>Establishing a wireless link between a central terminal and a subscriber terminal of a wireless telecommunications system</u>
<u>6,181,710</u>	<u>Handling of telecommunications signals passed between elements of a telecommunications network</u>
<u>5,889,837</u>	<u>Testing a subscriber terminal of a wireless telecommunications system</u>
<u>6,907,247</u>	<u>Transfer of data packets in a wireless telecommunications system</u>
5,828,339	Integrated directional antenna
6,144,855	Methods and apparatus pertaining to roaming of stations between access points in wireless and other networks
7,440,727	Handling transfer of management data to and from a telecommunications unit of a telecommunications system

And all foreign counterparts

Patent Applications

PUB. APP. NO.	Title
20080198793	POINT TO MULTIPOINT DEVICE FOR COMMUNICATION WITH A PLURALITY OF TELECOMMUNICATIONS UNITS
20070135172	POINT TO MULTIPOINT DEVICE FOR COMMUNICATION WITH A PLURALITY OF TELECOMMUNICATIONS UNITS
<u>20040005884</u>	METHOD FOR SUPPORTING MOBILITY IN WIRELESS NETWORKS
<u>20040057410</u>	INFORMATION TRANSFER BETWEEN AND END USER AND A RADIO NETWORK, INVOLVING THE USER'S WLAN-OR CORRESPONDING IDENTIFIER AND A SUB-BASE STATION SERVER

And all foreign counterparts

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
MIMAX	3673589	August 25, 2009
AIRSPAN	2063647	May 20, 1997

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None