

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oak Investment Partners XI, L.P., Inc.		10/08/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Next G Networks, Inc.		
Street Address:	2216 O Toole Avenue		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95131		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3133914	3USE	
Registration Number:	2976791	NEXTG NETWORKS	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-862-3865		
Email:	christine.casey@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	300 N. LaSalle Street, 28th Floor		
Address Line 2:	c/o Christine Casey		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	34231-635		
NAME OF SUBMITTER:	Christine Casey		
Signature:	/Christine Casey/		

TRADEMARK

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Date:

10/11/2010

**Total Attachments: 3**

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## **RELEASE OF SECURITY AGREEMENT IN TRADEMARKS**

**THIS RELEASE OF SECURITY AGREEMENT IN TRADEMARKS** (this "Release") is made as of October 8, 2010 ("Effective Date") by and between **Oak Investment Partners XI, L.P., Inc.**, as agent on behalf of Payee (as defined the Security Agreement defined below), with its principal office at 525 University Avenue, #1300, Palo Alto, California 94301 (in such capacity, the "Secured Party"), and **NextG Networks, Inc.**, a Delaware corporation, with its principal office at 2216 O Toole Avenue, San Jose, California 95131 ("Grantor").

**WHEREAS**, pursuant to the terms and conditions of that certain Secured Promissory Note by and between Grantor and Secured Party which Grantor and Secured Party entered into on August 27, 2009 (the "Note");

**WHEREAS**, Grantor and Secured Party entered into the Note pursuant to the terms and conditions of that certain Security Agreement by and among Grantor, certain of Grantor's affiliates, and Secured Party dated August 27, 2009 (as from time to time amended, restated, supplemented or otherwise modified) (the "Security Agreement");

**WHEREAS**, Grantor granted to Secured Party a lien on and security interest in and to all of Grantor's right, title and interest in and to all of the Trademark Collateral (as defined in the Security Agreement), including, without limitation, the trademark registrations set forth on Schedule I attached hereto, together with the goodwill associated therewith (collectively, the "Trademarks");

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on August 31, 2009, at Reel 4054, Frame 0833; and

**WHEREAS**, Grantor has paid all of its outstanding indebtedness to the Payees (used herein as defined in the Note);

**NOW, THEREFORE**, Secured Party hereby grants, assigns and conveys to Grantor all of its rights, title and interest in the Trademarks, and terminates, cancels and releases any and all security interests or liens it has against the Trademark Collateral.

Secured Party represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademark Collateral; (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark, or registration of an application to register any trademark, or any trade name or assumed name, other than those Trademarks set forth on Schedule I (attached hereto), in any jurisdiction throughout the world;

Secured Party shall, at Grantor's expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

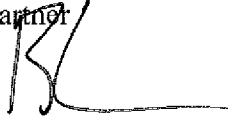
\* \* \* \* \*

**IN WITNESS WHEREOF**, Secured Party has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**OAK INVESTMENT PARTNERS XI, L.P.,  
AS SECURED PARTY ON BEHALF OF  
EACH OF THE PAYEES**

By: Oak Associates XI, LLC

Its: General Partner

A handwritten signature in black ink, appearing to be 'B. Carano', written over a horizontal line.

Name: Bandel Carano

Title: Managing Member

**SCHEDULE A**  
**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.