

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
IPWIRELESS, INC.		02/06/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SQUARE 1 BANK
Street Address:	406 Blackwell Street
Internal Address:	Suite 240
City:	DURHAM
State/Country:	NORTH CAROLINA
Postal Code:	27701
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3904279	IPWIRELESS
Registration Number:	2858717	IPWIRELESS

CORRESPONDENCE DATA

Fax Number: (919)354-1278  
 Phone: 919-314-3086  
 Email: loandocsdept@square1bank.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Correspondent Name: Square 1 Bank  
 Address Line 1: 406 Blackwell Street  
 Address Line 2: Suite 240  
 Address Line 4: Durham, NORTH CAROLINA 27701

NAME OF SUBMITTER:	Lee Conner
Signature:	/leeconner-tkf/

Date:

02/16/2012

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of February 6, 2012 by and between SQUARE 1 BANK ("Bank") and IPWIRELESS, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of June 15, 2010 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein but not defined are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), except to the extent any such Intellectual Property (i) is nonassignable by its terms without the consent of the licensor thereof or another party (but only to the extent such prohibition on transfer is enforceable under applicable law, including, without limitation, Sections 9406 and 9408 of the Code), (ii) is property in which the granting of a security interest is contrary to applicable law, provided that upon the cessation of any such restriction or prohibition, a security interest in such property shall automatically be granted and pledged to Bank, (iii) constitutes the capital stock of a controlled foreign corporation (as defined in the IRC), in excess of 65% of the voting power of all classes of capital stock of such controlled foreign corporations entitled to vote, or (iv) is property (including any attachments, accessions or replacements) that is subject to a Lien that is permitted pursuant to clause (c) of the definition of Permitted Liens, if the grant of a security interest with respect to such property

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pursuant to this Agreement would be prohibited by the agreement creating such Permitted Lien or would otherwise constitute a default thereunder, provided, that a security interest in such property shall automatically be granted and pledged to Bank upon the termination and release of such Permitted Lien.

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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights with respect to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

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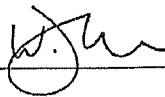
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed, by officers duly authorized to so execute, as of the first date written above.

**GRANTOR:**

Address of Grantor:

90 New Montgomery Street, Ste. 315  
San Francisco, CA 94105

**IPWIRELESS, INC.**


By:   
Name: WILLIAM JONES  
Title: CEO

**BANK:**

Address of Bank:

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

**SQUARE 1 BANK**

By:   
Name: Evan Travis  
Title: VPO

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**EXHIBIT A**  
**COPYRIGHTS**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
None.		

**EXHIBIT B****PATENTS****U.S. PATENTS & APPLICATIONS**

<b>US Patent No.</b>	<b>US Appl. No.</b>	<b>Filing Date:</b>	<b>Issue Date:</b>	<b>Title:</b>
7,099,375	10/187458	1-Jul-02	29-Aug-06	CHIP RATE INVARIANT DETECTOR
7,366,094	10/190458	5-Jul-02	29-Apr-08	SYSTEM AND METHOD FOR CHANNEL TRANSPORT FORMAT ALLOCATION IN A WIRELESS COMMUNICATION SYSTEM
	12/770172	29-Apr-10		SYSTEM AND METHOD FOR CHANNEL TRANSPORT FORMAT ALLOCATION IN A WIRELESS COMMUNICATION SYSTEM
7,301,930	10/241966	12-Sep-02	27-Nov-07	ENCODER AND METHOD FOR EFFICIENT SYNCHRONISATION CHANNEL ENCODING IN UTRA TDD MODE
7,352,794	10/262160	1-Oct-02	1-Apr-08	METHOD AND ARRANGEMENT FOR USE IN A SINGLE USER DETECTOR FOR A CDMA MULTI-PATH SYSTEM
7,369,601	10/279698	24-Oct-02	6-May-08	CODE DIVISION MULTIPLE ACCESS RECEIVER
7,356,098	10/293635	13-Nov-02	8-Apr-08	METHOD, COMMUNICATION SYSTEM AND COMMUNICATION UNIT FOR SYNCHRONISATION FOR MULTI-RATE COMMUNICATION
7,848,353	12/033824	19-Feb-08	7-Dec-10	METHOD, COMMUNICATION SYSTEM AND COMMUNICATION UNIT FOR SYNCHRONISATION FOR MULTI-RATE COMMUNICATION
	12/960774	06-Dec-10		METHOD, COMMUNICATION SYSTEM AND COMMUNICATION UNIT FOR SYNCHRONISATION FOR MULTI-RATE COMMUNICATION
7,242,908	10/531151	07-Apr-06	10-Jul-07	METHOD AND ARRANGEMENT FOR CHANNEL ESTIMATION IN A WIRELESS COMMUNICATION SYSTEM
7,792,179	10/532162	8-Nov-05	7-Sep-10	ARRANGEMENT AND METHOD FOR SEQUENCE PRODUCTION IN A SPREAD SPECTRUM COMMUNICATION SYSTEM
7,835,330	10/873065	21-Jun-04	16-Nov-10	ACCESSING A DATA NETWORK THROUGH A CELLULAR COMMUNICATION SYSTEM
7,729,307	10/941551	14-Sep-04	1-Jun-10	SCHEDULING DATA ACROSS A SHARED COMMUNICATION LINK IN A CELLULAR COMMUNICATION SYSTEM
8,005,041	11/430421	8-May-06	23-Aug-11	WIRELESS COMMUNICATION SYSTEM, APPARATUS FOR SUPPORTING DATA FLOW AND METHOD THEREFOR
7,986,712	11/602729	20-Nov-06	26-Jul-11	CELLULAR COMMUNICATION SYSTEM AND METHOD FOR BROADCAST COMMUNICATION
	13/159622	14-Jun-11		CELLULAR COMMUNICATION SYSTEM AND METHOD FOR BROADCAST COMMUNICATION

US Patent No.	US Appl. No.	Filing Date:	Issue Date:	Title:
	13/159747	14-Jun-11		CELLULAR COMMUNICATION SYSTEM AND METHOD FOR BROADCAST COMMUNICATION
	13/159795	14-Jun-11		CELLULAR COMMUNICATION SYSTEM AND METHOD FOR BROADCAST COMMUNICATION
	13/159832	14-Jun-11		CELLULAR COMMUNICATION SYSTEM AND METHOD FOR BROADCAST COMMUNICATION
8,098,621	11/209281	23-Aug-05	17-Jan-12	COMPATIBLE BROADCAST DOWNLINK AND UNICAST UPLINK INTERFERENCE REDUCTION FOR A WIRELESS COMMUNICATION SYSTEM
	11/796181	27-Apr-07		METHODS, BASE STATION, REMOTE STATION AND SYSTEM FOR HIGH SPEED DOWNLINK PACKET ACCESS (HSDPA) COMMUNICATION
7,711,008	11/338062	23-Jan-06	4-May-10	QUASI SYNCHRONOUS TRANSMISSION IN CELLULAR NETWORKS
8,081,597	12/770312	29-Apr-10	20-Dec-11	QUASI SYNCHRONOUS TRANSMISSION IN CELLULAR NETWORKS
	12/822814	24-Jun-10		APPARATUS, COMMUNICATION SYSTEM AND METHODS FOR ENABLING SPECTRUM ACCESS
	11/788491	20-Apr-07		APPARATUS, COMMUNICATION SYSTEM AND METHODS FOR ENABLING SPECTRUM ACCESS
	11/544396	5-Oct-06		CELLULAR COMMUNICATION SYSTEM, COMMUNICATION UNIT AND METHOD FOR BROADCAST COMMUNICATION.
	11/502928	11-Aug-06		APPLICATION LAYER COMBINING OF MULTIMEDIA STREAMS DELIVERED OVER MULTIPLE RADIO ACCESS NETWORKS AND DELIVERY MODES
	11/803806	15-May-07		METHOD AND APPARATUS FOR PROVIDING MULTIMEDIA BROADCASTING MULTICASTING SERVICES
7,860,107	11/948647	30-Nov-07	28-Dec-10	APPARATUS AND METHOD FOR DETERMINING TIMING FOR TRANSMISSIONS
	12/979490	28-Dec-10		APPARATUS AND METHOD FOR DETERMINING TIMING FOR TRANSMISSIONS
	12/030185	12-Feb-08		METHOD AND ARRANGEMENT FOR TCP FLOW CONTROL
	12/104306	16-Apr-08		METHOD AND APPARATUS FOR OUTPUTTING MEDIA CONTENT
	12/169563	8-Jul-08		METHOD AND APPARATUS FOR PROVIDING CELL CONFIGURATION INFORMATION TO A NETWORK ELEMENT.
	12/169556	8-Jul-08		METHOD AND APPARATUS FOR PROVIDING BROADCAST SERVICES
	12/205690	5-Sep-08		METHOD AND APPARATUS FOR ALLOCATING A COMMUNICATION CELL TO A CLUSTER
	13/125441	22-Aug-11		BROADCASTING COMMUNICATION IN A WIRELESS COMMUNICATION SYSTEM
	13/131675	27-May-11		COMMUNICATION SYSTEM, COMMUNICATION UNITS, AND METHOD FOR EMPLOYING A PILOT TRANSMISSION SCHEME



<b>US Patent No.</b>	<b>US Appl. No.</b>	<b>Filing Date:</b>	<b>Issue Date:</b>	<b>Title:</b>
	11/701712	02-Feb-07		HIERARCHICAL ORGANIZATION OF PAGING GROUPS
	10/568557	16-Aug-06		HOLDER FOR ELECTRONIC MODULE AND METHOD THEREFOR
	10/985638	10-Nov-04		METHOD AND APPARATUS FOR IMPROVED THROUGHPUT IN A COMMUNICATION SYSTEM
	11/652224	10-Jan-07		METHOD TO MITIGATE FRAUDULENT USAGE OF QOS FROM MOBILE TERMINALS USING UPLINK PACKET MARKING
	11/502929	11-Aug-06		DIRECT USER PLANE TUNNEL DELIVERY OF BROADCAST AND MULTICAST TRAFFIC
	10/173183	17-Jun-02		INTEGRATION OF NETWORK CONTROL FUNCTIONS IN A WIRELESS NETWORK
	10/826461	16-Apr-04		TRANSMISSION EFFICIENCY FOR BROADCAST/MULTICAST SERVICES IN CELLULAR NETWORKS
	13/212867	18-Aug-11		METHOD AND APPARATUS FOR TRANSMITTING TRANSPORT CHANNELS OVER A PHYSICAL CHANNEL OF A CELLULAR COMMUNICATION SYSTEM
	13/212843	18-Aug-11		WIRELESS COMMUNICATION SYSTEM, APPARATUS FOR SUPPORTING DATA FLOW AND METHOD THEREFOR
	10/530638	08-Nov-05		SYSTEM AND METHOD TO PROVIDE UMTS AND INTERNET AUTHENTICATION
	11/398255	04-Apr-06		SIMULTANEOUS DUAL MODE OPERATION IN CELLULAR NETWORKS
	12/755775	07-Apr-10		APPARATUS AND METHOD FOR COMMUNICATING UPLINK SIGNALING INFORMATION

**EXHIBIT C**  
**TRADEMARKS**

<b>Trademark:</b>	<b>Country:</b>	<b>Status:</b>	<b>App. Number/Reg. Number:</b>	<b>App. Date/Reg. Date:</b>
<b>IPWIRELESS</b>	United States of America Classes: 9	Registered	3904279	January 11, 2011
<b>IPWIRELESS Logo (B&amp;W)</b>	United States of America Classes: 9	Registered	2858717	June 29, 2004

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