

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Amendment to IPSA		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALVARION LTD.		05/23/2013	COMPANY: ISRAEL
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: 1			
Property Type	Number	Word Mark	
Serial Number:	85423166	BREEZECCELL	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023704761		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1025 Vermont Avenue NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
NAME OF SUBMITTER:	Janet S. Wamsley		
Signature:	/Janet S. Wamsley/		
Date:	05/23/2013		

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Total Attachments: 6

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**SECOND AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Second Amendment to Intellectual Property Security Agreement (the "Amendment") is effective as of May 23, 2013, by and between **ALVARION LTD.** (successor by merger with Breeze Wireless Communications Ltd.), an Israel company with its chief executive office located at 21a HaBarzel Street, Tel Aviv, Israel 69710 (the "Grantor"), and **SILICON VALLEY BANK**, a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 (the "Bank") in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, the Grantor executed and delivered an Intellectual Property Security Agreement dated as of June 21, 2011 and recorded with the United States Patent and Trademark Office (the "PTO") on December 9, 2011 at Reel 027355, Page 0203, as amended by that certain First Amendment to Intellectual Property Security Agreement dated as of July 30, 2012 and recorded with the PTO on August 2, 2012 at Reel 028709, Page 0004 (as may be further amended, hereinafter, the "IP Agreement") in favor of the Bank, pursuant to which the Grantor pledged, assigned and granted a security interest in favor of the Bank in certain Intellectual Property Collateral (as defined therein); and

WHEREAS, the Grantor has acquired additional Intellectual Property Collateral and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Intellectual Property Collateral in favor of the Bank upon the terms of the IP Agreement.

NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. Amendment to Exhibits.
 - a. Exhibit B to the IP Agreement is hereby amended and supplemented by adding thereto all of the Intellectual Property Collateral as set forth on Exhibit A annexed hereto and incorporated herein by reference.
 - b. Exhibit C to the IP Agreement is hereby amended and supplemented by adding thereto all of the Intellectual Property Collateral as set forth on Exhibit B annexed hereto and incorporated herein by reference.
3. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.
 - b. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

- c. As required by the IP Agreement, the Grantor shall reimburse the Bank for the reasonable legal fees and expenses incurred in connection with the preparation and filing of this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and effective as of the date first written above.

GRANTOR:

ALVARION LTD.

By Avi Stern
Name: CEO
Title: Alvarion Ltd.

BANK:

SILICON VALLEY BANK

By _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and effective as of the date first written above.

GRANTOR:

ALVARION LTD.

By _____
Name: _____
Title: _____

BANK:

SILICON VALLEY BANK

By Naomi B. Herman
Name: Naomi Herman
Title: Managing Director

EXHIBIT A

**SECOND AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

LIST OF PATENTS AND PATENT APPLICATIONS

TITLE	Patent No. / Application No.	Registration Date / Filing Date
Cellular network having cells which are in a specific circular orientation of sectors	08/561133	11/20/1995
Coordinating Distributed Radio via Remote Units	13/779,785	2/28/2013
Assigning Dynamic Gain Factors to Coordinate Distributed Radio Units	13/779,787	2/28/2013
Coordinated Digital Radio Distribution Architecture	13/779,789	2/28/2013

EXHIBIT B

SECOND AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

Description	Registration No. / Application No.	Registration Date / Application Date
Breezecell	85423166	9/15/2011