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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): MONET MOBILE NETWORKS, INC. 12-7801 Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: QUALCOMM Incorporated Internal Address: Street Address: 5775 Morehouse Drive City: San Diego State: CA Zip: 92121 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: December 12, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See attached Schedule I B. Trademark Registration No.(s) None 76775344 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Rhonda Wagner Internal Address: QUALCOMM Incorporated Street Address: 5775 Morehouse Drive City: San Diego State: CA Zip: 92121

6. Total number of applications and registrations involved: 9 7. Total fee (37 CFR 3.41): \$ 240.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Rhonda Wagner Signature 12/12/01 Date Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 2

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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SCHEDULE I
TO TRADEMARK
RECORDATION

LIST OF TRADEMARK APPLICATION
NUMBERS COVERED BY THIS RECORDATION

76/225344	76/225345
76/225333	76/225341
76/225342	76/225343
76/282410	76/282409
76/282408	

CREDIT AND SECURITY AGREEMENT

THIS CREDIT AND SECURITY AGREEMENT (this "Agreement"), made as of the 18th day of December 2001, by and between MONET MOBILE NETWORKS, INC., a Delaware corporation ("Borrower"), and QUALCOMM INCORPORATED, a Delaware corporation ("Lender"), for itself and for the benefit of any other Person entitled to indemnification or expense reimbursement hereunder (together with Lender, the "Secured Parties").

WITNESSETH:

WHEREAS, Lender has agreed, on the terms and subject to the conditions set forth herein, to make Advances to Borrower in an aggregate Advance Amount of up to \$13,000,000; and

WHEREAS, Borrower has agreed to grant to Lender for the benefit of itself and the other Secured Parties, as security for the Secured Obligations hereunder, a security interest in substantially all of the Properties of Borrower, other than as set forth herein.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender agree as follows:

1. Commitment; Advances.

1.01 Commitment. Lender agrees, on the terms and conditions set forth herein, to make advances (each, an "Advance") to Borrower from time to time during the Availability Period in an aggregate principal amount not to exceed at any time outstanding \$13,000,000 (the "Maximum Principal Amount"). Lender's commitment under this Agreement will commence on the later of (a) January 1, 2002, (b) the date on which the Borrower issues preferred stock of the Company in a private equity financing yielding aggregate proceeds to the Borrower of at least \$8,000,000 and (c) the date of this Agreement (the later date to be known as the "Commencement Date"), and will expire without further action or notice on the earlier of (x) the third (3rd) anniversary of the date of this Agreement (or, if such date is not a Business Day, the Business Day immediately preceding such date) and (y) the occurrence of a Repayment Event (the period from the Commencement Date through such date, the "Availability Period").

1.02 Advances. Advances may be requested, in the manner set forth in Section 1.03, no more frequently than twice each calendar year during the Availability Period and shall be in a minimum principal amount of \$1,000,000.

1.03 Request for Advance. Borrower shall make a request for an Advance by submitting to Lender a notice, substantially in the form of Exhibit A to this Agreement (a “Request for Advance”), (a) certifying that (i) there exists no default or Repayment Event under this Agreement and none will exist after giving effect to the requested Advance; and (ii) there exists no material default under the terms of any Material Agreement and none will exist after giving effect to the requested Advance; and (b) setting forth (i) the proposed date of funding of the requested Advance, which date shall be a Business Day and shall not be less than fourteen (14) days after the date of the Request for Advance; and (ii) a *pro forma* budget for the six-month period after the proposed date of funding of the requested Advance showing the proposed use of the proceeds of such requested Advance. Each Request for Advance will be irrevocable and Borrower will be bound to borrow the requested Advance in accordance with the Request for Advance.

1.04 Conditions to Funding of Advances. Lender shall have no obligation to fund any Advance unless (a) it has received a Request for Advance complying with Section 1.03; (b) it has determined that (i) there exists no default or Repayment Event under this Agreement and none will exist after giving effect to the requested Advance; and (ii) there exists no material default under the terms of any Material Agreement and none will exist after giving effect to the requested Advance; and (c) it is reasonably satisfied with the form and substance of the *pro forma* budget attached to the applicable Request for Advance; *provided, however*, that the making of any Advance hereunder shall not be deemed to be evidence that Lender has made the determinations set forth in clause (b) above and shall not be deemed to be a waiver by the Lender of any default or Repayment Event that may exist on or after the Advance Date or as a result of the receipt or use by Borrower of the proceeds of such Advance.

1.05 Funding of Advances. Lender shall fund each Advance, not later than the latter of (a) the 30th day after the date of the applicable Request for Advance and (b) the proposed date of funding of the requested Advance set forth in the applicable Request for Advance in Dollars, in immediately available funds, to Borrower’s Account, not later than 3:00 p.m. San Diego, California time (each such funding made after such time on any date being deemed to have been made on the next succeeding Business Day) (the date such Advance is made or deemed to have been made, the “Advance Date” and the initial principal amount of such Advance, the “Advance Amount”).

1.06 Use of Proceeds. Borrower will use the proceeds of each Advance substantially in accordance with uses set forth in the *pro forma* budget attached to the relevant Request for Advance and, in any event, solely for working capital requirements of Borrower. Borrower will not in any event use any proceeds of any Advance, directly or indirectly, for the purpose of (a) acquiring telecommunications spectrum, (b) purchasing or maintaining any “margin stock” (as defined in the Margin Regulations), or (c) maintaining or extending credit to others for the purpose of purchasing or maintaining “margin stock” or for any other purpose that violates the Margin Regulations.

1.07 Promissory Note. The obligation of the Borrower to pay the Advance Amount and Capitalized Interest Amount and interest (including interest accruing at the Post

Default Rate) on each Advance will be evidenced by a promissory note, substantially in the form of Exhibit B to this Agreement (the "Promissory Note"). The Advance Date and Advance Amount of each Advance, and each payment made on account of the Advance Amount and each payment or conversion of Capitalized Interest Amount thereof, shall be recorded by Lender on its books and, prior to any transfer of the Promissory Note, endorsed by Lender on Schedule A attached thereto or any continuation thereof, *provided* that the failure of Lender to make any such recordation or endorsement shall not affect the obligations of Borrower to make a payment when due of any amount owing hereunder in respect of the Advances made by Lender.

2. Interest and Default Interest.

2.01 Interest. Each Advance shall bear interest on the unpaid principal amount of such Advance for the period from and including the date such Advance is made to but excluding the date that the principal of such Advance is paid in full, at a rate per annum equal to the lesser of twelve percent (12%) and the maximum permitted by applicable law; *provided, however,* that from and including the date such Advance is made to but excluding the third (3rd) anniversary of the First Advance Date (or, if such third (3rd) anniversary is not a Business Day, the Business Day immediately preceding such date) (the "Three-Year Anniversary Date"), interest shall accrue and shall not be payable and, to the extent permitted by applicable law, the amount thereof (such amount, the "Capitalized Interest Amount") with respect to each Advance shall be added to the principal amount of such Advance on the last Business Day of each May and November; *provided further, however,* that interest accruing from and including the Three-Year Anniversary Date to but excluding the date that the principal of such Advance is paid in full will be payable, and Borrower agrees to pay such interest, quarterly, in arrears, on the last Business Day of each February, May, August and November (each, a "Quarterly Payment Date") and in accordance with Section 4.

2.02 Default Interest. Notwithstanding the foregoing, each Advance shall bear, and Borrower agrees to pay, interest on any Advance Amount, Capitalized Interest Amount or interest payable by Borrower under this Agreement that shall not be paid in full when due, for the period from and including the date due to but excluding the date the same is paid in full, at a rate per annum equal to the sum of the interest rate applicable in accordance with Section 2.01 *plus* two percent (2%) (the "Post-Default Rate"). Interest accruing at the Post-Default Rate shall be payable on demand and in accordance with Section 4.

2.03 Calculation of Interest. Interest shall be computed on the basis of a year of 365 or 366 days, as applicable, and the actual days elapsed (including the first day but excluding the last day) occurring in the period for which accruing.

3. Commitment Fee. Borrower agrees to pay to Lender annually, in advance, beginning on the Commencement Date and thereafter on each one year anniversary of the Commencement Date (or if such anniversary date is not a Business Day, the Business Day immediately preceding such date) during the Availability Period (each such date a "Commitment Fee Date") and in accordance with Section 4, a fee (the "Commitment Fee") equal to one percent (1.0%) of the excess of (a) the Maximum Principal Amount over (b) the sum of the Advance

Amounts of all Advances made prior to such Commitment Fee Date. All Commitment Fees are earned in full when due and will not be prorated or refunded as a result of the repayment or prepayment of the Advances.

4. Payments and Prepayments.

4.01 Repayment Terms.

(a) On the fifth (5th) anniversary of the First Advance Date (or, if such fifth (5th) anniversary is not a Business Day, the Business Day immediately preceding such date) (the "Five-Year Anniversary Date"), Borrower agrees to pay an amount equal to (i) thirty-four percent (34%) of the sum of (A) the unpaid Advance Amounts of all Advances outstanding on such Five-Year Anniversary Date *plus* (B) the unpaid Capitalized Interest Amount of all Advances outstanding on such Five-Year Anniversary Date *plus* (ii) any accrued and unpaid interest, including interest accruing at the Post-Default Rate, on all Advances outstanding on such Five-Year Anniversary Date.

(b) On the sixth (6th) anniversary of the First Advance Date (or, if such sixth (6th) anniversary is not a Business Day, the Business Day immediately preceding such date) (the "Final Maturity Date"), Borrower agrees to pay an amount equal to the sum of (i) the unpaid Advance Amounts of all Advances outstanding on the Final Maturity Date, (ii) the Capitalized Interest Amount of all Advances outstanding on such Final Maturity Date, (iii) any accrued and unpaid interest, including interest accruing at the Post-Default Rate, on all Advances outstanding on the Final Maturity Date and (iv) any accrued and unpaid Commitment Fees as of the Final Maturity Date.

4.02 Voluntary Prepayment. Borrower may, at its option, on any Business Day prior to the earlier of the Final Maturity Date and the occurrence of a Repayment Event, prepay the outstanding Advances Amounts and Capitalized Interest Amounts in whole or in part, except that any prepayment shall be in an aggregate principal amount of at least \$1,000,000.

4.03 Repayment Events.

(a) Notwithstanding anything herein to the contrary, not later than one (1) day after demand therefor by Lender after the occurrence of a Repayment Event, Borrower shall pay an amount equal to the sum of (i) the unpaid Advance Amounts of all Advances outstanding on such date, (ii) the Capitalized Interest Amount of all Advances outstanding on such date, (iii) any accrued and unpaid interest, including interest accruing at the Post-Default Rate, on all Advances outstanding on such date and (iv) any accrued and unpaid Commitment Fees as of such date.

(b) For purposes of the foregoing, a "Repayment Event" shall be deemed to have occurred upon the occurrence of any of the following:

(i) A material adverse change in the prospects of Borrower to remain a going concern in the reasonable judgment of Lender, including a material default under any of Borrower's Material Agreements, *provided, however*, that in the case of such default, Borrower is provided with at least ten (10) Business Days to cure such default;

(ii) The insolvency or bankruptcy of Borrower, the execution of a general assignment for the benefit of creditors, or the filing by or against Borrower of a petition in bankruptcy (which petition shall not have been dismissed within 90 days);

(iii) The taking of any action to dissolve, liquidate or wind up Borrower;

(iv) Breach of any material representation or warranty made, or material covenant or obligation owed, by Borrower hereunder;

(v) A sale of all or substantially all of Borrower's Properties;

(vi) The acquisition of Borrower by another entity where the holders of Borrower's outstanding voting stock immediately prior to such transaction own, immediately after such transaction, securities representing less than fifty percent (50%) of the voting power of Borrower, the surviving entity or the entity that controls such surviving entity; or

(vii) The acquisition of telecommunications spectrum with the proceeds of any Advance.

4.04 Manner of Payment. All payments of Advance Amount, Capitalized Interest, interest (including interest accruing at the Post-Default Rate) and Commitment Fees to be made by Borrower under this Agreement shall be made in Dollars, in immediately available funds, to Lender's Account, not later than 3:00 p.m. San Diego, California time on the date on which such payment shall become due (each such payment made after such time on such due date being deemed to have been made on the next succeeding Business Day). All amounts payable under this Agreement shall be paid free and clear of, and without reduction by reason of, any deduction, set-off or counterclaim whatsoever. Notwithstanding any repayment or prepayment or the occurrence of any Repayment Event prior to the expiration of the Availability Period, amounts repaid under this Section 4 may not be re-borrowed by Borrower.

5. Right of Set-Off. Borrower agrees that, in addition to (and without limitation of) any right of set-off Lender may otherwise have, Lender shall be entitled, at its option, to offset amounts owing by Lender to Borrower, in Dollars or in any other currency (regardless of whether such amounts are then due to Borrower), against any amount payable by Borrower to Lender under this Agreement that is not paid when due; *provided* that nothing contained herein shall require Lender to exercise any such right.

6. Representations and Warranties. Borrower hereby represents and warrants to Lender as follows:

6.01 Organization; Powers. Each of Borrower and each of its subsidiaries: (a) is a corporation, partnership or other entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization; (b) has all requisite partnership or other power, and has all material governmental licenses, authorizations, consents and approvals necessary to own its assets and carry on its business as now being or as proposed to be conducted; and (c) is qualified to do business and is in good standing in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary and where failure so to qualify could (either individually or in the aggregate) have a material adverse effect.

6.02 Authorization; Enforceability. Borrower has all necessary corporate power, authority and legal right to execute, deliver and perform its obligations under this Agreement; the execution, delivery and performance by Borrower of this Agreement have been duly authorized by all necessary corporate action on its part (including, without limitation, any required shareholder approvals); and this Agreement has been duly and validly executed and delivered by Borrower and constitute its legal, valid and binding obligations, enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or similar laws of general applicability affecting the enforcement of creditors' rights and (b) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

6.03 Approvals. No authorizations, approvals or consents of, and no filings or registrations with, any governmental or regulatory authority or agency, or any securities exchange, are necessary for the execution, delivery or performance by Borrower of this Agreement or for the legality, validity or enforceability hereof or thereof, except for filings and recordings in respect of the Liens created pursuant to this Agreement and as required under applicable state securities laws.

6.04 No Breach. None of the execution and delivery of this Agreement, the consummation of the transactions herein and therein contemplated or compliance with the terms and provisions hereof and thereof will conflict with or result in a breach of, or require any consent under, the charter or by-laws of Borrower, or violate in any material respect any applicable law or regulation, or any order, writ, injunction or decree of any court or governmental authority or agency, or, to the knowledge of Borrower, conflict with any agreement or instrument to which Borrower or any of its subsidiaries is a party or by which any of them or any of their Property is bound or to which any of them is subject, or constitute a material default under any such agreement or instrument, or (except for the Liens created pursuant to this Agreement) result in the creation or imposition of any Lien upon any Property of Borrower or any of its subsidiaries pursuant to the terms of any such agreement or instrument.

6.05 Indebtedness for Borrowed Money. As of the date hereof, neither Borrower nor any of its subsidiaries has incurred or is liable (on a contingent basis or otherwise) with respect to any indebtedness for borrowed money except as set forth on Schedule 1 hereto.

6.06 Title and Priority. Borrower is the sole beneficial owner of the Collateral in which it purports to grant a security interest pursuant to Section 8, and no Lien exists upon such Collateral, except for Permitted Liens (including Permitted Liens existing as of the Commencement Date set forth on Schedule 2 hereto) and except for the security interest in favor of Lender created pursuant hereto. The security interest created pursuant hereto constitutes a valid , and upon filing of the UCC financing statement with the Secretary of State of the State of Delaware, a perfected security interest in the Collateral in which Borrower purports to grant a security interest pursuant to Section 8, subject only to Permitted Liens.

6.07 Name, Etc. The legal name, type of organization, jurisdiction of organization, chief executive officer and the mailing address of Borrower as of the date hereof are correctly set forth in Schedule 3.

6.08 Changes in Circumstances. Borrower has not (a) within the period of four months prior to the date hereof, changed its location (as defined in Section 9-307 of the UCC), (b) except as specified in Schedule 3, heretofore changed its name, or (c) except as specified in Schedule 4, heretofore become a "new debtor" (as defined in Section 9-102(a)(56) of the UCC) with respect to a currently effective security agreement previously entered into by any other Person.

6.09 Pledged Stock. The Pledged Stock identified in Schedule 5 is, and all other Pledged Stock in which Borrower shall hereafter grant a security interest pursuant to Section 8 will be, duly authorized, validly existing, fully paid and non-assessable and none of such Pledged Stock is or will be subject to any contractual restriction, or any restriction under the charter or by-laws of the respective Issuer of such Pledged Stock, upon the transfer of such Pledged Stock, except to the extent that such Pledged Stock is subject to a Permitted Lien. The Pledged Stock identified in Schedule 5 constitutes all of the issued and outstanding shares of capital stock of any class of the Issuers beneficially owned by Borrower on the date hereof (whether or not registered in the name of Borrower) and Schedule 5 correctly identifies, as at the date hereof, the respective Issuers of such Pledged Stock, the respective class and par value of the shares constituting such Pledged Stock and the respective number of shares (and registered owners thereof) represented by each such certificate.

6.10 Intellectual Property.

(a) Schedules 6, 7 and 8, respectively, set forth a complete and correct list of all Copyrights, Patents and Trademarks owned by Borrower on the date hereof; except pursuant to licenses and other user agreements entered into by Borrower in the ordinary course of business, Borrower owns and possesses the right to use, and has done nothing to authorize or enable any other Person to use, any Copyright, Patent or Trademark listed in Schedules 6, 7 and 8, and all registrations listed in Schedules 6, 7 and

8, are valid and in full force and effect; except for licenses and other user agreements entered into by Borrower in the ordinary course of business, Borrower owns and possesses the right to use all Copyrights, Patents and Trademarks.

(b) To Borrower's knowledge, (i) there is no violation by others of any right of Borrower with respect to any Copyright, Patent or Trademark listed in Schedule 6, 7 or 8, respectively and (ii) Borrower is not infringing in any respect upon any Copyright, Patent or Trademark of any other Person; and no proceedings have been instituted or are pending against Borrower or, to Borrower's knowledge, threatened, and no claim against Borrower has been received by Borrower, alleging any such violation, except as may be set forth in Schedule 9.

(c) Borrower does not own any Trademarks registered in the United States of America to which the last sentence of the definition of Trademark Collateral applies.

6.11 Fair Labor Standards Act. Borrower shall at all times from the date of this Agreement maintain compliance with the requirements of the Fair Labor Standards Act, as amended, and shall ensure that the Lender's first priority security interest in the Collateral is at no time impaired by any violation by the Borrower of such act.

6.12 Federal Employer Identification Number. Borrower's federal employer identification number is 91-2000593.

7. Ranking. The obligations of Borrower under any Advance shall be subordinated in right of payment (a) to any indebtedness of Borrower for borrowed money set forth on Schedule 1, (b) to any indebtedness now or in the future outstanding to vendors reasonably acceptable to Lender who provide equipment or services in connection with the deployment of CDMA networks, commercial banks and other financial institutions and (c) to any indebtedness now or in the future outstanding to the Federal Communications Commission (the "FCC") either (i) incurred or assumed in connection with the transfer of spectrum license covering the Fergus Falls BTA, Brainerd BTA, Eau Claire BTA and Duluth BTA, *provided*, that (A) the amount of debt related to the Brainerd BTA, Eau Claire BTA and Duluth BTA, respectively, shall have been reduced to USD \$0.00 upon the transfer of such license by the FCC to Borrower or its subsidiaries, and (B) the amount of debt incurred in connection with the license covering the Fergus Falls BTA shall at no time exceed USD \$105,000, or (ii) incurred or assumed with the prior written consent of Lender, but shall at all times rank senior in right of payment to any other indebtedness for borrowed money and to the liquidation preferences of any series of preferred capital stock of Borrower.

8. Grant of Security Interest. To secure payment and performance of all Secured Obligations, Borrower hereby grants to Lender, for the benefit of itself and the other Secured Parties, a continuing security interest in, a Lien upon, and a right of set off against, and hereby assigns to Lender, for the benefit of itself and the other Secured Parties, as security, the following property and interests in property of Borrower (irrespective of whether the same exists

on or is created or acquired after the date hereof and wherever located), subject only to Permitted Liens (collectively, the "Collateral"):

- (a) all Accounts;
- (b) all Deposit Accounts;
- (c) all Instruments;
- (d) all Documents;
- (e) all Chattel Paper (whether tangible or electronic);
- (f) all Inventory;
- (g) all Equipment;
- (h) all Fixtures;
- (i) all Goods not covered by the preceding clauses of this Section 8;
- (j) all Letter-of-Credit Rights;

(k) the shares of capital stock of the Issuers identified in Schedule 5 under the name of Borrower and all other shares of capital stock of whatever class of the Issuers, now or hereafter owned by Borrower, and all certificates evidencing the same (collectively, the "Pledged Stock"), together with, in each case:

(i) all shares, securities, moneys or property representing a dividend on any of the Pledged Stock, or representing a distribution or return of capital upon or in respect of the Pledged Stock, or resulting from a split-up, revision, reclassification or other like change of the Pledged Stock or otherwise received in exchange therefor, and any subscription warrants, rights or options issued to the holders of, or otherwise in respect of, the Pledged Stock, and

(ii) in the event of any consolidation or merger in which an Issuer is not the surviving corporation, all shares of each class of the capital stock of the successor corporation (unless such successor corporation is Borrower itself) formed by or resulting from such consolidation or merger (the Pledged Stock, together with all other certificates, shares, securities, properties or moneys as may from time to time be pledged hereunder pursuant to this clause (ii) and clause (i) above being herein collectively called the "Stock Collateral");

- (l) all Investment Property not covered by clause (k) of this Section 8;
- (m) all Intellectual Property;

(n) all General Intangibles not covered by the preceding clauses of this Section 8 including, without limitation, any and all present and future contract rights;

(o) all other tangible and intangible personal property whatsoever of Borrower; and

(p) all Proceeds, products, offspring, accessions, rents, profits, income, benefits, substitutions and replacements of and to any of the Collateral and, to the extent related to any Collateral, all books, correspondence, credit files, records, invoices and other papers (including without limitation all tapes, cards, computer runs and other papers and documents in the possession or under the control of Borrower or any computer bureau or service company from time to time acting for Borrower).

9. Secured Obligations. The security interest granted pursuant to Section 8 shall secure the due and punctual performance of any and all present and future obligations and liabilities of Borrower of every type or description to any Secured Party (a) arising under or in connection with this Agreement, whether for payment of Advance Amount or Capitalized Interest Amount of or interest (including interest accruing at the Post-Default Rate) on any Advance under this Agreement, expenses, indemnities and other amounts (including attorney's fees and expenses); or (b) arising under or in connection with this Agreement for reimbursement of amounts permitted to be advanced or expended by Lender (i) to satisfy amounts required to be paid by Borrower under this Agreement for claims and charges, together with interest thereon to the extent provided or (ii) to maintain or preserve any Collateral or to create, perfect, continue or protect any Collateral or the security interest therein, or its priority, in each case whether due or not due, direct or indirect, joint and/or several, absolute or contingent, voluntary or involuntary, liquidated or unliquidated, determined or undetermined, now or hereafter existing, renewed or restructured, whether or not from time to time decreased or extinguished and later increased, created or incurred, whether or not arising after the commencement of a proceeding under the Bankruptcy Code (including post-petition interest) and whether or not recovery of any such obligation or liability may be barred by a statute of limitations (all obligations described in this Section 9 being collectively referred to as the "Secured Obligations").

10. Further Assurances; Remedies. In furtherance of the grant of the pledge and security interest pursuant to Section 8, Borrower hereby agrees with Lender for the benefit of itself and the other Secured Parties as follows:

10.1 Delivery and Other Perfection. Borrower shall:

(a) to the extent any Schedule to this Agreement is incomplete or incorrect on the date of delivery thereof, promptly upon Borrower becoming aware of such incompleteness or incorrectness, deliver an amended Schedule containing such additional or corrected information to Lender and promptly take any actions contemplated by clause (c) below in order to ensure that the Lien created hereby covers all Collateral in which a security interest is purported to be granted hereby;

(b) deliver to Lender any and all Instruments constituting part of the Collateral in which Borrower purports to grant a security interest hereunder, endorsed and/or accompanied by such instruments of assignment and transfer in such form and substance as Lender may request; *provided* that so long as no Repayment Event shall have occurred, Borrower may retain for collection in the ordinary course any Instruments received by Borrower in the ordinary course of its business and Lender shall, promptly upon request of Borrower, make appropriate arrangements for making any Instrument pledged by Borrower available to Borrower for purposes of presentation, collection or renewal (any such arrangement to be effected, to the extent deemed appropriate by Lender, against trust receipt or like document);

(c) give, execute, deliver, file, record, authorize or obtain all such financing statements, notices, instruments, documents, agreements or consents or other papers as may be necessary or desirable in the judgment of Lender to create, preserve, perfect or validate the security interest granted pursuant hereto or to enable Lender to exercise and enforce its rights hereunder with respect to such pledge and security interest, including, without limitation, causing record of the granting of the security interest granted hereby in respect of the Patent Collateral and the Trademark Collateral to be filed with the U.S. Patent and Trademark Office and causing any or all of the Stock Collateral to be transferred of record into the name of Lender or its nominee (and Lender agrees that if any Stock Collateral is transferred into its name or the name of its nominee, Lender will thereafter promptly give to Borrower copies of any notices and communications received by it with respect to the Stock Collateral pledged by Borrower hereunder), provided that notices to account debtors in respect of any Accounts, Chattel Paper or General Intangibles and to obligors on Instruments shall be subject to the provisions of clause (d) below;

(d) upon the occurrence of any Repayment Event, upon request of Lender, promptly notify (and Borrower hereby authorizes Lender so to notify) each account debtor in respect of any Accounts, Chattel Paper, Instruments or General Intangibles of Borrower that such Collateral has been assigned to Lender hereunder, and that any payments due or to become due in respect thereof are to be made directly to Lender;

(e) without limiting the obligations of Borrower under Section 10.04(c), upon the acquisition after the date hereof by Borrower of any Equipment covered by a certificate of title or ownership, cause Lender to be listed as the lienholder on such certificate of title and take such other steps as may be required under the law applicable to perfection of a security interest in such property to perfect such security interest, and within ten (10) days after the acquisition thereof deliver evidence of the same to Lender;

(f) keep full and accurate books and records relating to the Collateral, and stamp or otherwise mark such books and records in such manner as Lender may reasonably require in order to reflect the security interests granted by this Agreement; and

(g) permit representatives of Lender, upon reasonable notice, at any time during normal business hours to inspect and make abstracts from its books and records pertaining to the Collateral and, following the occurrence of a Repayment Event, permit representatives of Lender to be present at Borrower's place of business to receive copies of all communications and remittances relating to the Collateral, and forward copies of any notices or communications received by Borrower with respect to the Collateral, all in such manner as Lender may require.

10.02 Other Financing Statements and Liens. Borrower will provide notice to Lender of the filing, amendment or continuation of any financing statement or like instrument or the existence of any financing statement or like instrument or the incurrence of any Lien, in each case that covers or purports to cover any Collateral immediately upon Borrower becoming aware of the filing, amendment, continuation or existence of any such financing statement or like instrument or the incurrence of any such Lien.

10.03 Preservation of Rights. No Secured Party shall be required to take steps necessary to preserve any rights against prior parties to any of the Collateral.

10.04 Special Provisions Relating to Certain Collateral.

(a) Stock Collateral.

(i) If any of the shares, securities, moneys or property required to be pledged by Borrower under Section 8 are received by Borrower, forthwith either (A) transfer and deliver to Lender such shares or securities so received by Borrower (together with the certificates for any such shares and securities duly endorsed in blank or accompanied by undated stock powers duly executed in blank), all of which thereafter shall be held by Lender, pursuant to the terms of this Agreement, as part of the Collateral or (B) take such other action as Lender shall deem necessary or appropriate to duly record the Lien created hereunder in such shares, securities, moneys or property in said Section 8.

(ii) So long as no Repayment Event shall have occurred, Borrower shall have the right to exercise all voting, consensual and other powers of ownership pertaining to the Stock Collateral for all purposes not inconsistent with the terms of this Agreement or any other instrument or agreement referred to herein, *provided* that Borrower agrees that it will not vote the Stock Collateral in any manner that is inconsistent with the terms of this Agreement or any such other instrument or agreement; and Lender shall execute and deliver to Borrower or cause to be executed and delivered to Borrower all such proxies, powers of attorney, dividends and other orders, and all such instruments, without recourse, as Borrower may reasonably request for the purpose of enabling Borrower to exercise the rights and powers that it is entitled to exercise pursuant to this Section 10.04(a)(ii).

(iii) Unless and until a Repayment Event has occurred, Borrower shall be entitled to receive and retain any and all dividends and distributions on the Stock Collateral.

(iv) If any Repayment Event shall have occurred, and whether or not Lender or any other Secured Party exercises any available right to declare any Secured Obligation due and payable or seeks or pursues any other relief or remedy available to it under applicable law or under this Agreement or any other agreement relating to such Secured Obligation, all dividends and other distributions on the Stock Collateral shall be paid directly to Lender and, if such dividends or distributions are paid in cash, immediately shall be applied to reduce the Secured Obligations outstanding and otherwise shall be retained by Lender in a segregated account as part of the Stock Collateral, subject to the terms of this Agreement and, if Lender shall so request in writing, Borrower agrees to execute and deliver to Lender appropriate additional dividend, distribution and other orders and documents to that end.

(b) Intellectual Property.

(i) Notwithstanding anything contained herein to the contrary, Borrower will be permitted to exploit, use, enjoy, protect, license on a non-exclusive basis, sublicense, assign, sell, dispose of or take other actions with respect to the Intellectual Property in the ordinary course of the business of Borrower. In furtherance of the foregoing, upon the request of Borrower, execute and deliver any instruments, certificates or other documents, in the form so requested, to allow it to take any action permitted above. The exercise of rights and remedies under Section 10.05 by Lender shall not terminate the rights of the holders of any licenses or sublicenses theretofore granted by Borrower in accordance with the first sentence of this clause (i).

(ii) Borrower will furnish to Lender from time to time (but, unless a Repayment Event shall have occurred, no more frequently than quarterly) statements and schedules further identifying and describing the Copyright Collateral, the Patent Collateral and the Trademark Collateral, respectively, and such other reports in connection with the Copyright Collateral, the Patent Collateral and the Trademark Collateral as Lender may reasonably request, all in reasonable detail; and promptly upon request of Lender, following receipt by Lender of any statements, schedules or reports pursuant to this clause (C), modify this Agreement by amending Schedules 6, 7 and 8, as the case may be, to include any Copyright, Patent or Trademark that becomes part of the Collateral under this Agreement.

(c) Motor Vehicles.

(i) Borrower shall deliver to Lender originals of the certificates of title or ownership for the Motor Vehicles owned by it with Lender listed as lien holder and take such other action as Lender shall deem appropriate to perfect the security interest created hereunder in all such Motor Vehicles.

(ii) Without limiting the generality of the foregoing, upon the acquisition after the date hereof by Borrower of any Motor Vehicle, Borrower shall deliver to Lender originals of the certificates of title or ownership for such Motor Vehicles, together with the manufacturer's statement of origin with Lender listed as lien holder; *provided, however*, if the Motor Vehicle to be acquired is subject to a purchase money security interest, Lender shall be listed as a junior lien holder to the Person holding such purchase money security interest.

(iii) Without limiting Section 10.10, Borrower hereby appoints Lender as its attorney-in-fact, effective the date hereof and terminating upon the termination of this Agreement, for the purpose of (A) executing on behalf of Borrower title or ownership applications for filing with appropriate state agencies to enable Motor Vehicles now owned or hereafter acquired by Borrower to be re-titled and Lender listed as lien-holder thereon, (B) filing such applications with such state agencies and (C) executing such other documents and instruments on behalf of, and taking such other action in the name of, Borrower as Lender may deem necessary or advisable to accomplish the purposes hereof (including, without limitation, the purpose of creating in favor of Lender a perfected Lien on the Motor Vehicles and exercising the rights and remedies of Lender under Section 10.10). This appointment as attorney-in-fact is irrevocable and coupled with an interest.

(iv) Any certificates of title or ownership delivered pursuant to the terms hereof shall be accompanied by odometer statements for each Motor Vehicle covered thereby.

10.05 Repayment Events; Related Matters.

(a) After the occurrence of any Repayment Event:

(i) Borrower shall, at the request of Lender, assemble the Collateral owned by it at such place or places, reasonably convenient to both Lender and Borrower, designated in its request;

(ii) Lender may make any reasonable compromise or settlement deemed desirable with respect to any of the Collateral and may extend the time of payment, arrange for payment in installments, or otherwise modify the terms of, any of the Collateral;

(iii) Lender shall have all of the rights and remedies with respect to the Collateral of a secured party under the UCC (whether or not said the UCC is in effect in the jurisdiction where the rights and remedies are asserted) and such additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted including, without limitation, the right, to the fullest extent permitted by applicable law, to exercise all voting, consensual and other powers of ownership pertaining to the Collateral as if Lender were the sole and absolute owner thereof (and Borrower agrees to take all such action as may be appropriate to give effect to such right);

(iv) Lender in its discretion may, in its name or in the name of Borrower or otherwise, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for any of the Collateral, but shall be under no obligation to do so; and

(v) Lender may, upon fourteen (14) days' prior written notice (or such longer period as may be required by applicable law) to Borrower of the time and place, with respect to the Collateral or any part thereof that shall then be or shall thereafter come into the possession, custody or control of Lender or any of its agents, sell, lease, assign or otherwise dispose of all or any part of such Collateral, at such place or places as Lender deems best, and for cash or for credit or for future delivery (without thereby assuming any credit risk), at public or private sale, upon such fourteen (14) days' prior written notice (or such longer period as may be required by applicable law), and Lender or any other Secured Party or any other Person may be the purchaser, lessee, assignee or recipient of any or all of the Collateral so disposed of at any public sale (or, to the extent permitted by law, at any private sale) and thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any right or equity of redemption (statutory or otherwise), of Borrower, any such notice other than as expressly required hereby and any such right or equity being hereby expressly waived and released. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the goodwill connected with and symbolized by the Trademark Collateral subject to such disposition shall be included, and Borrower shall supply to Lender or its designee, for inclusion in such sale, assignment or other disposition, all Intellectual Property relating to such Trademark Collateral. Lender may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the sale may be so adjourned.

(b) The Proceeds of each collection, sale or other disposition under this Section 10.05, including by virtue of the exercise of the license granted to Lender in Section 10.04(b), shall be applied in accordance with Section 10.09.

(c) Borrower recognizes that, by reason of certain prohibitions contained in the Securities Act of 1933, as amended, and applicable state securities laws, Lender may be compelled, with respect to any sale of all or any part of the Collateral, to limit purchasers to those who will agree, among other things, to acquire the Collateral for their own account, for investment and not with a view to the distribution or resale thereof. Borrower acknowledges that any such private sales may be at prices and on terms less favorable to Lender than those obtainable through a public sale without such restrictions, and, notwithstanding such circumstances, agree that any such private sale shall be deemed to have been made in a commercially reasonable manner and that Lender shall have no obligation to engage in public sales and no obligation to delay the sale of any Collateral for the period of time necessary to permit the respective Issuer or issuer thereof to register it for public sale.

10.06 Deficiency. If the proceeds of sale, collection or other realization of or upon the Collateral pursuant to Section 10.05 are insufficient to cover the costs and expenses of such realization and the payment in full of the Secured Obligations, Borrower shall remain liable for any deficiency.

10.07 Locations; Names. Without at least thirty (30) days' prior written notice to Lender, Borrower shall not change its location (as defined in Section 9-307 of the UCC) or change its name from the name shown on the signature pages hereto. Schedule 10 correctly specifies (i) the place of business of Borrower or, if Borrower had more than one place of business, the location of the chief executive office of Borrower, in each case during the period of four months ending on the date hereof and (ii) each location where Goods of Borrower are located (other than Motor Vehicles constituting Equipment and Goods in transit).

10.08 Private Sale. Lender and the other Secured Parties shall incur no liability as a result of the sale of the Collateral, or any part thereof, at any private sale pursuant to Section 10.05 conducted in a commercially reasonable manner. Borrower hereby waives any claims against Lender or any other Secured Party arising by reason of the fact that the price at which the Collateral may have been sold at a private sale pursuant to Section 4(3) of the Securities Act of 1933, as amended, conducted in a commercially reasonable manner was less than the price that might have been obtained at a public sale or was less than the aggregate amount of the Secured Obligations, even if Lender accepts the first offer received and does not offer the Collateral to more than one offeree.

10.09 Application of Proceeds. Except as otherwise herein expressly provided, the Proceeds of any collection, sale or other realization of all or any part of the Collateral pursuant hereto, and any other cash at the time held by Lender under this Section 10, shall be applied by Lender:

(a) *First*, to the payment of the reasonable costs and expenses of such collection, sale or other realization, including reasonable out-of-pocket costs and expenses of Lender and the reasonable fees and expenses of its agents and counsel, and all reasonable expenses incurred and advances made by Lender in connection therewith;

(b) *Next*, to the payment in full of the Secured Obligations; and

(c) *Finally*, to the payment to Borrower, or its successors or assigns, or as a court of competent jurisdiction may direct, of any surplus then remaining.

10.10 Attorney-in-Fact. Without limiting any rights or powers granted by this Agreement to Lender while no Repayment Event has occurred, upon the occurrence of any Repayment Event, Lender is hereby appointed the attorney-in-fact of Borrower for the purpose of carrying out the provisions of this Section 10 and taking any action and executing any instruments that Lender may deem necessary or advisable to accomplish the purposes hereof, which appointment as attorney-in-fact is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, so long as Lender shall be entitled under this Section 10 to make collections in respect of the Collateral, Lender shall have the right and power to receive, endorse and collect all checks made payable to the order of Borrower representing any dividend, payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same.

10.11 Perfection. Prior to or concurrently with the execution and delivery of this Agreement, Borrower shall (a) file such financing statements and other documents in such offices as Lender may request to perfect the security interests granted by Section 8 of this Agreement, (b) cause Lender to be listed as the lien holder on all certificates of title or ownership relating to Motor Vehicles owned by Borrower and (c) deliver to Lender all certificates identified in Schedule 5, accompanied by undated stock powers duly executed in blank. Without limiting the foregoing, Borrower consents that UCC financing statements may be filed describing the Collateral as "all assets" or "all personal property" of Borrower.

10.12 Termination. When all Secured Obligations shall have been paid in full, this Agreement shall terminate, and Lender shall forthwith cause to be assigned, transferred and delivered, against receipt but without any recourse, warranty or representation whatsoever, any remaining Collateral and money received in respect thereof, to or on the order of Borrower and to be released and canceled all licenses and rights referred to in Section 10.04(b). Lender shall also execute and deliver to Borrower upon such termination such UCC termination statements, certificates for terminating the Liens on the Motor Vehicles and such other documentation as shall be reasonably requested by Borrower to effect the termination and release of the Liens on the Collateral.

10.13 Further Assurances. Borrower agrees that, from time to time upon the written request of Lender, Borrower will execute and deliver such further documents and do such other acts and things as Lender may reasonably request in order fully to effect the purposes of this Agreement.

10.14 Release of Motor Vehicles. So long as no Repayment Event shall have occurred, upon the request of Borrower, Lender shall execute and deliver to Borrower such instruments as Borrower shall reasonably request to remove the notation of Lender as lienholder on any certificate of title for any Motor Vehicle; *provided* that any such instruments shall be

delivered, and the release effective only upon receipt by Lender of a certificate from Borrower stating that the Motor Vehicle the lien on which is to be released is to be sold or has suffered a casualty loss (with title thereto passing to the casualty insurance company therefor in settlement of the claim for such loss).

11. Expenses. Borrower agrees to pay or reimburse Lender for all reasonable out-of-pocket costs and expenses of Lender (including, without limitation, the reasonable fees and expenses of legal counsel) in connection with (i) the preparation, negotiation, execution and delivery of this Agreement, the Promissory Note and any other documents, agreements, instruments, filings or notices prepared, delivered, executed, filed or given in connection therewith; *provided* that the amount reimbursable by Borrower pursuant to this clause (i) shall not exceed \$20,000, (ii) any default or Repayment Event and any enforcement or collection proceedings resulting therefrom, including, without limitation, all manner of participation in or other involvement with (A) bankruptcy, insolvency, receivership, foreclosure, winding up or liquidation proceedings, (B) judicial or regulatory proceedings and (C) workout, restructuring or other negotiations or proceedings (whether or not the workout, restructuring or transaction contemplated thereby is consummated) and (iii) the enforcement of this Section 11.

12. Definitions. Terms used herein that are not defined herein shall have the respective meanings assigned to them in the UCC (as such term is defined below). In addition, as used herein, the following terms shall have the following respective meanings:

“Accounts” has the meaning assigned to such term in Section 9-102(a)(2) of the UCC.

“Advance” has the meaning assigned to such term in Section 1.01.

“Advance Amount” has the meaning assigned to such term in Section 1.05.

“Advance Date” has the meaning assigned to such term in Section 1.05.

“Agreement” has the meaning assigned to such term in the preamble.

“Availability Period” has the meaning assigned to such term in Section 1.01.

“Bankruptcy Code” means the Bankruptcy Code in Title 11 of the United States Code, as amended.

“Borrower” has the meaning assigned to such term in the preamble.

“Borrower’s Account” means the account held in the name of Borrower at the Seattle, Washington branch of Key Bank National Association, Routing Number 125000574, Account Number 472504015364, Reference Monet Mobile Networks, Inc.

“BTA” means the basic trading area covered by a particular spectrum license as defined by the FCC, and the terms “Fergus Falls BTA”, “Brainerd BTA”, “Eau Claire BTA” and “Duluth BTA” refer to the BTA related to each such city, respectively.

“Business Day” means any day on which commercial banks are not authorized or required to close in Seattle, Washington or San Diego, California.

“Capitalized Interest Amount” has the meaning assigned to such term in Section 2.01.

“Chattel Paper” has the meaning assigned to such term in Section 9-102(a)(11) of the UCC.

“Collateral” has the meaning assigned to such term in Section 8.

“Commencement Date” has the meaning assigned to such term in Section 1.01.

“Commitment Fee” has the meaning assigned to such term in Section 3.

“Commitment Fee Date” has the meaning assigned to such term in Section 3.

“Copyright Collateral” means all Copyrights, whether now owned or hereafter acquired by Borrower, including, without limitation, each Copyright identified in Schedule 6, as the same may be modified as required by Section 10.01(a) hereof.

“Copyrights” means all copyrights, copyright registrations and applications for copyright registrations, including, without limitation, all renewals and extensions thereof, the right to recover for all past, present and future infringements thereof, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

“Deposit Account” has the meaning assigned to such term in Section 9-102(a)(29) of the UCC.

“Document” has the meaning assigned to such term in Section 9-102(a)(30) of the UCC.

“Dollars” or “\$” refers to lawful money of the United States of America.

“Equipment” has the meaning assigned to such term in Section 9-102(a)(33) of the UCC.

“Final Maturity Date” has the meaning assigned to such term in Section 4.01(b).

“First Advance Date” means the Advance Date of the first Advance made under this Agreement.

“Five-Year Anniversary Date” has the meaning assigned to such term in Section 4.01(a).

“Fixtures” has the meaning assigned to such term in Section 9-102(a)(41) of the UCC.

“General Intangible” has the meaning assigned to such term in Section 9-102(a)(42) of the UCC.

“Goods” has the meaning assigned to such term in Section 9-102(a)(44) of the UCC.

“Instruments” has the meaning assigned to such term in Section 9-102(a)(47) of the UCC.

“Intellectual Property” means, collectively, all Copyright Collateral, all Patent Collateral and all Trademark Collateral, together with (a) all inventions, processes, production methods, proprietary information, know-how and trade secrets; (b) all licenses or user or other agreements granted to Borrower with respect to any of the foregoing, in each case whether now or hereafter owned or used including, without limitation, the licenses or other agreements with respect to the Copyright Collateral, the Patent Collateral or the Trademark Collateral; (c) all information, customer lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs; (d) all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured; (e) all accounting information and all media in which or on which any information or knowledge or data or records may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; (f) all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held by Borrower; and (g) all causes of action, claims and warranties now or hereafter owned or acquired by Borrower in respect of any of the items listed above.

“Inventory” has the meaning assigned to such term in Section 9-102(a)(48) of the UCC.

“Investment Property” has the meaning assigned to such term in Section 9-102(a)(49) of the UCC.

“Issuers” means, collectively, (a) the respective corporations, partnerships or other entities identified in Schedule 5 under the caption “Issuer” and (b) any other entity that shall at any time be a subsidiary of Borrower.

“Lender” has the meaning assigned to such term in the preamble.

“Lender’s Account” means the account held in the name of Lender at the San Francisco, California branch of Bank of America, Routing Number 121-000-358, Account Number 12336-17911, Reference QUALCOMM Incorporated.

“Letter-of-Credit Right” has the meaning assigned to such term in Section 9-102(a)(51) of the UCC.

“Lien” means, with respect to any Property, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such Property. For purposes of this Agreement, a Person shall be deemed to own subject to a Lien any Property that it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement (other than an operating lease) relating to such Property.

“Margin Regulations” means Regulations T, U, and X of the Board of Governors of the Federal Reserve System, and any successor regulations thereto, as in effect from time to time.

“Material Agreement” means the Infrastructure Supply Agreement by and between LG Electronics, Inc. and Monet Mobile Networks, Inc. dated as of May 21, 2001, as amended, and any real property lease to which Borrower is a party during the term of this Agreement.

“Maximum Principal Amount” has the meaning assigned to such term in Section 1.01.

“Motor Vehicles” means motor vehicles, tractors, trailers and other like property, whether or not the title thereto is governed by a certificate of title or ownership.

“Patent Collateral” means all Patents, whether now owned or hereafter acquired by Borrower, including, without limitation, each Patent identified in Schedule 7, as the same may be modified as required by Section 10.01(a) hereof.

“Patents” means all patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein together with the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world.

“Payment Intangible” has the meaning assigned to such term in Section 9-102(a)(61) of the UCC.

“Permitted Liens” means (a) Liens granted under this Agreement; (b) Liens created in relation to debt incurred pursuant to Section 7(b) of this Agreement; (c) Liens created in relation to debt incurred pursuant to Section 7(c) of this Agreement; (d) government Liens,

including Liens for taxes not yet due or which are being contested in good faith and by appropriate proceedings; (e) statutory Liens in connection with workers' compensation, unemployment insurance and other social security legislation and (f) Liens existing as of the Commencement Date set forth on Schedule 2 to this Agreement.

"Person" means any individual, corporation, company, voluntary association, partnership, joint venture, trust, unincorporated organization or government (or any agency, instrumentality or political subdivision thereof).

"Pledged Stock" has the meaning assigned to such term in clause (k) of Section 8.

"Post-Default Rate" has the meaning assigned to such term in Section 2.02.

"Proceeds" has the meaning assigned to such term in Section 9-102(a)(64) of the UCC.

"Promissory Note" has the meaning assigned to such term in Section 1.07.

"Property" means any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible.

"Quarterly Payment Date" has the meaning assigned to such term in Section 2.01.

"Repayment Event" has the meaning assigned to such term in Section 4.03(b).

"Request for Advance" has the meaning assigned to such term in Section 1.03.

"Secured Obligations" has the meaning assigned to such term in Section 9.

"Secured Parties" has the meaning assigned to such term in the preamble.

"Stock Collateral" means, collectively, the Collateral described in clause (k) of Section 8 and the proceeds of and to any such property and, to the extent related to any such property or such proceeds, all books, correspondence, credit files, records, invoices and other papers.

"Three-Year Anniversary Date" has the meaning assigned to such term in Section 2.01.

"Trademark Collateral" means all Trademarks, whether now owned or hereafter acquired by Borrower, including, without limitation, each Trademark identified in Schedule 8, as the same may be modified as required by Section 10.01(a) hereof. Notwithstanding the foregoing, the Trademark Collateral does not and shall not include any Trademark that would be rendered invalid, abandoned, void or unenforceable by reason of its being included as part of the Trademark Collateral.

“Trademarks” means all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including, without limitation, all renewals of trademark and service mark registrations, all rights corresponding thereto throughout the world, the right to recover for all past, present and future infringements thereof, all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of California.

13. Waiver. No failure on the part of Lender to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

14. Notices. All notices and other communications in respect of this Agreement (including, without limitation, any modifications of, or requests, waivers or consents under, this Agreement) shall be given or made in writing (including, without limitation, by telecopy) (a) in the case of Borrower, at the address for notices specified on Borrower’s signature page hereto and (b) in the case of Lender, at the address for notices specified on Lender’s signature page hereto; or, as to either Borrower or Lender, at such other address as shall be designated by such party in a notice to the other party. Except as otherwise provided in this Agreement, all such communications shall be deemed to have been duly given when transmitted by telecopier or personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as aforesaid.

15. Amendments; Successors; Assignments. This Agreement may not be amended except by an instrument in writing signed by each of Borrower and Lender. This Agreement shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and permitted assigns. Borrower shall not assign any of its rights or obligations under this Agreement without the prior consent of Lender. Lender may at any time and from time to time, without the consent of Borrower, assign all or any portion of its rights under this Agreement to one or more Persons, and, upon Lender giving notice of such assignment to Borrower specifying the interest hereunder being assigned and the Person to which such interest is being assigned, each reference herein to Lender shall (solely in respect of the interest so assigned) constitute a reference to such assignee (as if such assignee were named herein) rather than Lender. Lender shall be entitled to have the Promissory Note subdivided, by exchange of the Promissory Note for promissory notes of lesser denominations or otherwise, to the extent necessary to reflect any such assignment.

16. Governing Law; Submission to Jurisdiction; Venue. This Agreement and the Promissory Note shall be governed by, and construed in accordance with, the law of the State of California. Borrower hereby submits to the nonexclusive jurisdiction of the United States District Court for the Southern District of California and of any California State court sitting in San Diego County for the purposes of all legal proceedings arising out of or relating to this Agreement or the Promissory Note or the transactions contemplated hereby. Borrower irrevocably waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

17. Waiver of Jury Trial. **EACH OF BORROWER AND LENDER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PROMISSORY NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

MONET MOBILE NETWORKS, INC.

By: Jerry M. Trane TCC
Name:
Title:

Address for Notices:
505 Fifth Avenue, South
Seattle, WA 98104
Attention: Mark Schultz
Telephone No.: (206) 805-4300
Telecopier No.: (206) 805-4301

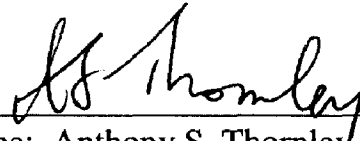
SIGNATURE PAGES TO CREDIT AND SECURITY AGREEMENT

-1-

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REEL: 002418 FRAME: 0324

QUALCOMM INCORPORATED,
on behalf of itself and the other Secured Parties

By: 
Name: Anthony S. Thornley
Title: Chief Operating Officer and Chief
Financial Officer

Address for Notices:
5775 Morehouse Drive
San Diego, California 92121-1714
Attention: General Counsel
Telephone No.: 858-651-2424
Telecopier No.: 858-658-2503

SIGNATURE PAGES TO CREDIT AND SECURITY AGREEMENT

-2-

DESCRIPTION OF EXISTING INDEBTEDNESS FOR BORROWED MONEY

<i>Lender</i>	<i>Note Date</i>	<i>Maximum Principal Amount</i>	<i>Principal Amount as of 10/31/01</i>	<i>Annual Interest Rate</i>	<i>Accrued Interest as of 10/31/01</i>	<i>Maturity Date</i>
Qualcomm Incorporated	11/24/00	\$ 3,677,333	\$ 3,677,333	10%	\$ 624,521	Demand
SFM Domestic Investments LLC	11/24/00	\$ 116,098	\$ 116,098	10%	\$ 15,969	Demand
Quantum Industrial Partners LDC	11/24/00	\$ 3,561,234	\$ 3,561,234	10%	\$ 489,851	Demand
Mayfield Principals Fund, L.L.C.	11/24/00	\$ 367,733	\$ 367,733	10%	\$ 38,712	Demand
Mayfield Associates Fund, L.L.C.	11/24/00	\$ 110,320	\$ 110,320	10%	\$ 11,614	Demand
Mayfield X, L.P.	11/24/00	\$ 3,199,280	\$ 3,199,280	10%	\$ 336,795	Demand
Voicestream PCS Holding LLC	8/2/01	\$ 1,380,000	\$ 1,380,000	12%	\$ 41,287	8/2/06
LG Electronics Incorporated*	n.a.	\$ 10,000,000	\$ 2,352,684	6%	\$ 0	12/15/05
LG Electronics Incorporated**	n.a.	\$ 11,000,000	\$ 0	6%	\$ 0	n.a.

*Maximum Principal Amount is estimated based on equipment and services to be financed in specific BTAs pursuant to the terms of the Infrastructure Supply Agreement dated May 21, 2001 and the Pledge and Security Agreement dated September 17, 2001, by and between Monet Mobile Networks, Inc. and LG Electronics, Inc.

** Credit facility pursuant to the Master Wireless Infrastructure Supply Agreement dated December 17, 2001, by and between Monet Mobile Networks, Inc. and LG Electronics, Inc.

PERMITTED LIENS EXISTING AS OF THE COMMENCEMENT DATE

Security Agreement dated August 2, 2001, by and between Monet Mobile Networks, Inc. and Voicestream PCS Holding LLC sets forth the terms and conditions governing the secured note dated August 2, 2001. As security for this indebtedness, Monet Mobile Networks, Inc. has pledged all of the capital stock of Monet Yuma LHC, Inc.

Infrastructure Supply Agreement dated May 21, 2001 and Pledge and Security Agreement dated September 17, 2001, each by and between Monet Mobile Networks, Inc. and LG Electronics, Inc.. As security for the indebtedness, Monet Mobile Networks, Inc. has pledged its telecommunications infrastructure equipment in Sioux Falls, SD and Fargo, ND and all the capital stock of Monet Sioux Falls LHC, Inc., Monet Fargo LHC, Inc. and MMN Sioux Falls/Fargo LHC, Inc.

Master Wireless Communications Infrastructure Supply Agreement dated December 17, 2001 by and between Monet Mobile Networks, Inc. and LG Electronics, Inc. As security for this indebtedness, Monet Mobile Networks, Inc. anticipates that it will pledge the telecommunications infrastructure equipment purchased and the stock of its subsidiaries holding specific licenses, as specified in the Master Wireless Communications Infrastructure Supply Agreement.

Landlord lien derived from Sublease and First Amendment to Sublease with Watchguard Technologies, Inc. dated September 14, 2000, and December 1, 2000, respectively.

NAME

Former Name	Current Name	Type of Organization	Location of Chief Executive Office	Mailing Address
Burst Networks, Inc.	Monet Mobile Networks	Corporation	Seattle, WA	505 Fifth Ave S. Suite 300 Seattle, WA 98104
Burst Wireless, Inc.	Monet Mobile Networks	Corporation	Seattle, WA	505 Fifth Ave S. Suite 300 Seattle, WA 98104
BNI, Inc.	Monet Mobile Networks	Corporation	Seattle, WA	505 Fifth Ave S. Suite 300 Seattle, WA 98104

NEW DEBTOR EVENTS

Description of Event

Date of Event

NONE

PLEDGED STOCK

<i>Issuer</i>	<i>Cert. No.</i>	<i>Registered Holder</i>	<i>No. of Shares</i>	<i>Notes</i>
3DL Wireless, LLC	n.a.	Monet Mobile Networks, Inc.	800,000 Class B Units	
BWI Midwest Operating Corporation	COM-1	Monet Mobile Networks, Inc.	100 shares	
BWI Midwest LHC, Inc.	COM-1	Monet Mobile Networks, Inc.	1,000 shares	
Monet Fargo LHC, Inc.	COM-2	MMN Sioux Falls/Fargo LHC, Inc.	1,000 shares	Pledged to LG Electronics
Monet Yuma LHC, Inc.	COM-1	BWI Midwest LHC, Inc.	1,000 shares	Pledged to VoiceStream
Monet Sioux Falls LHC, Inc.	COM-2	MMN Sioux Falls/Fargo LHC, Inc.	1,000 shares	Pledged to LG Electronics
MMN Sioux Falls/Fargo LHC, Inc.	COM-1	BWI Midwest LHC, Inc.	1,000 shares	Pledged to LG Electronics

**LIST OF COPYRIGHTS, COPYRIGHT REGISTRATIONS AND
APPLICATIONS FOR COPYRIGHT REGISTRATIONS**

Registered Copyrights

NONE

Pending Copyright Applications

NONE

LIST OF PATENTS AND PATENT APPLICATIONS

Registered Patents

NONE

Pending Patent Applications

NONE

**LIST OF TRADE NAMES, TRADEMARKS, SERVICES MARKS,
TRADEMARK AND SERVICE MARK REGISTRATIONS AND
APPLICATIONS FOR TRADEMARK AND SERVICE MARK REGISTRATIONS**

Registered U.S. Trademarks and Service Marks

Pending U.S. Trademark Applications

File No.	Mark	Class	Serial No.	Filing Date	Goods/Services	Status
1053-005	MONET MOBILE NETWORKS	9	76/225344	3/15/01	Wireless communication equipment; computer software for use in facilitating wireless Internet access; computer hardware for use as wireless telecommunications devices.	Pending. Office Action Response filed 10/24/01.
1053-005	MONET MOBILE NETWORKS	38	76/225345	3/15/01	Providing multiple user access to a global computer information network; telecommunications services, namely, the wireless electronic transmission of voice and data; providing users the ability to access email, intranet, and global computer network applications via remote access; wireless internet	Pending. Office Action mailed 6/18/01. Response due 12/18/01.

File No.	Mark	Class	Serial No.	Filing Date	Goods/Services	Status
					access services; electronic messaging service enabling users to receive voice, fax, email and other forms of messages via wireless device or any device connected to the global computer network.	
1053-005	MONET MOBILE NETWORKS	42	76/225333	3/15/01	Computer consultation in the fields of wireless networking and wireless communications; Internet service provider (ISP) and application service provider (ASP) services; computer services, namely, providing databases featuring general and local news, and information of interest to specific geographic areas.	Pending. Office Action mailed 6/18/01. Response due 12/18/01.
1053-006	MONET	9	76/225341	3/15/01	Wireless communication equipment; computer software for use in facilitating wireless Internet access; computer hardware for use as wireless telecommunications devices.	Pending. Office Action mailed 7/17/01. Response due 1/17/02.
1053-006	MONET	38	76/225342	3/15/01	Providing multiple user access to a global computer information network; telecommunications services, namely, the wireless electronic transmission of voice and	Pending. Office Action mailed 6/20/01. Response due 12/22/02.

File No.	Mark	Class	Serial No.	Filing Date	Goods/Services	Status
					data; providing users the ability to access email, intranet, and global computer network applications via remote access; wireless internet access services; electronic messaging service enabling users to receive voice, fax, email and other forms of messages via wireless device or any device connected to the global computer network.	
1053-006	MONET	42	76/225343	3/15/01	Computer consultation in the fields of wireless networking and wireless communications; Internet service provider (ISP) and application service provider (ASP) services; computer services, namely, providing databases featuring general and local news, and information of interest to specific geographic areas.	Pending. Office Action mailed 6/20/01. Response due 12/20/02.
1053-008	MONET Logo	9	76/282410	7/6/01	Wireless communication equipment; computer software for use in facilitating wireless Internet access; computer hardware for use as wireless telecommunications devices.	Pending. Office Action mailed 9/11/01. Response due 3/11/02.
1053-	MONET	38	76/282409	7/6/01	Providing multiple user	Application

File No.	Mark	Class	Serial No.	Filing Date	Goods/Services	Status
008	Logo				access to a global computer information network; telecommunications services, namely, the wireless electronic transmission of voice and data; providing users the ability to access email, intranet, and global computer network applications via remote access; wireless internet access services; electronic messaging service enabling users to receive voice, fax, email and other forms of messages via wireless device or any device connected to the global computer network.	currently pending with Law Office 103 of USPTO.
1053-008	MONET Logo	42	76/282408	7/6/01	Computer consultation in the fields of wireless networking and wireless communications; Internet service provider (ISP) and application service provider (ASP) services; computer services, namely, providing databases featuring general and local news, and information of interest to specific geographic areas.	Pending. Office Action mailed 9/18/02. Response due 3/18/02.

CLASS 9 - Electrical and scientific apparatus

CLASS 38 -- Telecommunications

CLASS 42 -- Miscellaneous

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TRADEMARK
REEL: 002418 FRAME: 0337

Foreign Trademarks and Service Marks

NONE

Pending Foreign Trademark and Service Mark Applications

NONE

INFRINGEMENT CLAIMS

NONE

LIST OF LOCATIONS

Chief Executive Office
505 Fifth Avenue South, Suite 300
Seattle, WA 98104

Sioux Falls Office
901 East 52nd Street North
Sioux Falls, SD 57104

Fargo Office
1304 23rd Street South, Suite B
Fargo, ND 58103

REQUEST FOR ADVANCE

QUALCOMM Incorporated
5775 Morehouse Drive
San Diego, California 92121-1714
Attention: General Counsel
Copy to: Richard Berwick

Reference is made to the Credit and Security Agreement dated as of _____, 2001 (the "Credit Agreement"), among MONET MOBILE NETWORKS, INC. ("Borrower") and QUALCOMM INCORPORATED ("Lender"). Terms used herein that are not defined herein shall have the respective meanings assigned to them in the Credit Agreement.

Pursuant to Section 1.03 of the Credit Agreement, the undersigned does hereby request that the Lender make an Advance in the Advance Amount of \$_____, to be funded on or about _____.

In connection with such request for an Advance, and pursuant to Section 1.03 of the Credit Agreement, the undersigned does hereby certify that she or he is the duly elected, qualified and acting _____ of Borrower and does hereby further certify as follows:

1. There exists no default or Repayment Event under the Credit Agreement and none will exist after giving effect to the Advance hereby requested;
2. There exists no material default under the terms of any Material Agreement and none will exist after giving effect to the Advance hereby requested; and

3. Attached hereto is a *pro forma* budget for the six-month period after the proposed date of funding of the Advance hereby requested showing the proposed use of the proceeds of the Advance requested hereby, which *pro forma* budget has been prepared in good faith on the basis of assumptions deemed reasonable, in the judgment of the undersigned and of the chief financial officer of Borrower, on the date of preparation thereof and on the date hereof.

MONET MOBILE NETWORKS, INC.

By: _____
Name:
Title:

Address for Notices:
505 Fifth Avenue, South
Seattle, WA 98104
Attention: Mark Schultz
Telephone No.: (206) 805-4300
Telecopier No.: (206) 805-4301

PROMISSORY NOTE

Up to \$13,000,000.00
(plus Capitalized Interest Amounts)

Dated: _____, 2001
San Diego, California

FOR VALUE RECEIVED, the undersigned, MONET MOBILE NETWORKS, INC., a Delaware corporation ("Borrower"), HEREBY PROMISES TO PAY to the order of QUALCOMM INCORPORATED, a Delaware corporation ("Lender") the principal sum of THIRTEEN MILLION DOLLARS AND 00/CENTS (or such other amount as shall equal the aggregate unpaid Advance Amount of the Advances), and to pay Capitalized Interest Amounts and interest (including interest accruing at the Post-Default Rate) on Advances on the dates and in the amounts provided in the Credit Agreement.

Advance Amounts and Capitalized Interest Amounts of and interest (including interest accruing at the Post-Default Rate) on the Advances are payable in Dollars to Lender, in immediately available funds to the Lender's Account, free and clear of, and without reduction by reason of, any deduction, set-off or counterclaim whatsoever, all as set forth in the Credit Agreement. The Advance Date and Advance Amount of each Advance, and each payment made on account of the Advance Amount and each payment or conversion of Capitalized Interest Amount thereof, shall be recorded by Lender on its books and, prior to any transfer of this Promissory Note, endorsed by Lender on Schedule A attached hereto or any continuation thereof, *provided* that the failure of Lender to make any such recordation or endorsement shall not affect the obligations of Borrower to make a payment when due of any amount owing hereunder in respect of the Advances made by Lender.

This Note shall be binding upon Borrower and inure to the benefit of Lender and their respective successors and assigns.

This Promissory Note is the Promissory Note referred to in, and is entitled to the benefits of, the Credit and Security Agreement dated as of _____, 2001 (the "Credit Agreement"), between Borrower and Lender. The Credit Agreement, among other things, contains provisions for acceleration of the maturity hereof upon the happening of certain stated Repayment Events. Terms used herein that are not defined herein shall have the respective meanings assigned to them in the Credit Agreement.

This Note shall be governed by and construed in accordance with the law of the State of California.

MONET MOBILE NETWORKS, INC.

By: _____
Name:
Title:

Address for Notices:
505 Fifth Avenue, South
Seattle, WA 98104
Attention: Mark Schultz
Telephone No.: (206) 805-4300
Telecopier No.: (206) 805-4301

SCHEDULE A
TO PROMISSORY NOTE

SCHEDULE A TO PROMISSORY NOTE

This Schedule A to Promissory Note evidences the Advances made under the Promissory Note to Borrower from time to time in an aggregate Advance Amount not to exceed \$13,000,000, subject to the payments and prepayments of Advance Amount set forth below:

Advance Date	Advance Amount	Capitalized Interest Amounts (Date)	Amount of Advance Amount Paid (Date)	Amount of Capitalized Interest Amount Paid (Date)	Notation Made by

DC1 #8065804v10
35076-C1400