

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GLOBE WIRELESS, LLC		08/31/2004	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	COMERICA BANK
Street Address:	2321 ROSECRANS AVE
Internal Address:	Suite 5000
City:	EL SEGUNDO
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	Michigan banking corporation:

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2292460	GLOBEOFFSHORE
Registration Number:	2031752	GLOBEEMAIL
Registration Number:	1940938	GLOBE WIRELESS
Registration Number:	1931117	GLOBE WIRELESS

CORRESPONDENCE DATA	
Fax Number:	(858)677-1401
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	858-638-6717
Email:	eobrien@graycary.com
Correspondent Name:	Erin O'Brien
Address Line 1:	4365 Executive Drive
Address Line 2:	Suite 1100
Address Line 4:	San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	12130,1090371-803400
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CH \$115.00 2292460

NAME OF SUBMITTER:

Erin O'Brien

Total Attachments: 5

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 31, 2004 by and between COMERICA BANK ("Bank") and GLOBE WIRELESS, LLC, a Delaware limited liability company ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor, Marinet Systems Limited ("Marinet") and Globe Wireless, Inc. ("INC.") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Marinet, INC. and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, Marinet and INC. (collectively, "Borrowers"), 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.

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

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement 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 Grantor and Bank, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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 in connection 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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

GRANTOR:

GLOBE WIRELESS, LLC

Address of Grantor:

2300 Commerce Park Drive, Suite 8  
Palm Bay, FL 32905

Attn: Chief Financial Officer

By: 

Title: V. P. FINANCE & CFO.

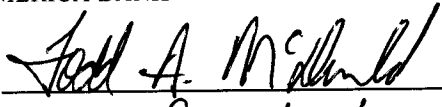
BANK:

COMERICA BANK

Address of Bank:

2321 Rosecrans Ave., Suite 5000  
El Segundo, CA 90245

Attn: Manager

By: 

Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	Registration <u>Number</u>	Registration <u>Date</u>
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EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

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EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Globeoffshore	2,292,460	11/16/99
Globeemail	2,031,752	01/21/97
Globe Wireless (and design)	1,940,938	12/12/95
Globe Wireless	1,931,117	10/31/95

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