

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AIRGO NETWORKS, INC.		09/20/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	QUALCOMM INCORPORATED		
<b>Street Address:</b>	5775 MOREHOUSE DRIVE		
<b>City:</b>	SAN DIEGO		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92121-1747		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2896318	AIRGO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(650)493-6811		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	650-496-7543		
<b>Email:</b>	nbouch@wsgr.com		
<b>Correspondent Name:</b>	Nancy Bouch, Sr. Paralegal c/o WSGR		
<b>Address Line 1:</b>	650 PAGE MILL ROAD		
<b>Address Line 2:</b>	FH 2-1 P10		
<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94304		
<b>ATTORNEY DOCKET NUMBER:</b>	26561.020		
<b>NAME OF SUBMITTER:</b>	Nancy Bouch		
<b>Signature:</b>	/s/Nancy Bouch		
<b>Date:</b>	09/22/2006		

CH \$40.00 2896318

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 20, 2006 by and between QUALCOMM INCORPORATED ("QUALCOMM") and Airgo Networks, Inc., a Delaware corporation ("Grantor").

### RECITALS

A. QUALCOMM has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Subordinated Loan and Security Agreement by and between QUALCOMM 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). QUALCOMM is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to QUALCOMM 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 QUALCOMM 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 QUALCOMM, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure the Obligations (as defined in the Loan Agreement), Grantor grants and pledges to QUALCOMM 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 QUALCOMM under the Loan Agreement. The rights and remedies of QUALCOMM 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 QUALCOMM as a matter of law or equity. Each right, power and remedy of QUALCOMM 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 QUALCOMM 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 QUALCOMM, 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.

Address of Grantor:

Airgo Networks, Inc.  
900 Arastradero Road  
Palo Alto, CA 94304

Attn: Chief Financial Officer

Address of QUALCOMM:


5775 Morehouse Drive  
San Diego, CA 92121-1714  
Attn: \_\_\_\_\_

GRANTOR:

Airgo Networks, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

 David R. Johnson  
CFO

QUALCOMM

QUALCOMM INCORPORATED

By: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature Page to Intellectual Property Security Agreement]*

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:

Address of Grantor:

Airgo Networks, Inc.  
900 Arastradero Road  
Palo Alto, CA 94304

Attn: Chief Financial Officer

Airgo Networks, Inc.

By: \_\_\_\_\_

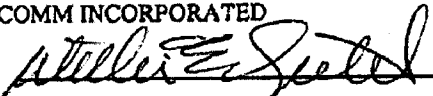
Title: \_\_\_\_\_

QUALCOMM

Address of QUALCOMM:

5775 Morehouse Drive  
San Diego, CA 92121-1714  
Attn: Chief Financial Officer

QUALCOMM INCORPORATED

By:  \_\_\_\_\_

Title:  EVP + CFO

*[Signature Page to Intellectual Property Security Agreement]*

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

EXHIBIT B

Patents

**PUBLIC APPLICATIONS**

Intentionally Omitted From This Filing  
Preserved in Confidence pursuant to 35 U.S.C. 122(a)

Title	Application No.	Filing Date

**CONFIDENTIAL PATENT APPLICATIONS (including all foreign applications)**

Intentionally Omitted From This Filing  
Preserved in Confidence pursuant to 35 U.S.C. 122(a)

Title	Application No.	Filing Date

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Word mark "AIRGO" – TYPED DRAWING	2896318	10/19/2004