

To the Honorable Comm:

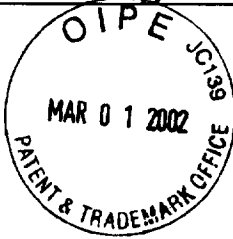


Date: Attorney Docket No.

Please record the attached original documents or copy inereot. 102006207

1. Name of conveying party(ies):

Silicon Wireless Corporation



2. Name and address of receiving party(ies):

RBC Centura Bank
3201 Beechleaf Court, Suite 700
Raleigh, North Carolina 27604-1051

MRD
3/1/2

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Negative Pledge Agreement

Execution Date: February 27, 2002

Additional name(s) & address(es) attached? Yes No

4. Application Serial No./Patent No. (SEE SCHEDULE A)

If this document is being filed together with a new application, the execution date of the application is:

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

James M. O'Brien, III
3600 Glenwood Avenue
Raleigh, NC 27612

6. Total number of applications and patents involved: 8

7. Total fee (37 CFR 3.41) \$320.00
 Enclosed

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.

Glen Kite

Name of Person Signing

[Signature]

Signature

2/27/2002

Date

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

03/06/2002 6T0N11 00000221 09602414

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320.00 00

SCHEDULE A

**PATENT SERIAL NUMBERS FOR
SILICON WIRELESS CORPORATION**

1. 09/602,414
2. 09/833,132
3. 10/008,171
4. 09/993,412
5. 09/995,019
6. 09/992,104
7. 09/991,838
8. 09/992,233

Customer No.: _____
Loan No.: _____



NEGATIVE PLEDGE AGREEMENT

THIS NEGATIVE PLEDGE AGREEMENT ("Agreement") is entered into, as of February 27, 2002, by and between RBC CENTURA BANK ("Bank"), with a mailing address of 3201 Beechleaf Court, Suite 700, Raleigh, North Carolina 27604-1051, and SILICON WIRELESS CORPORATION ("Borrower"), with a mailing address of 920 Main Campus Drive, Suite 100, Raleigh, NC 27606.

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Borrower (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement entered into contemporaneously herewith by and between Bank and Borrower (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein and not otherwise defined herein are used as defined in the Loan Agreement.

B. Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Borrower enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

AGREEMENT

1. From the date of this Agreement through the end of the term hereof as provided hereinbelow, Borrower shall not, without the Bank's prior written approval, such approval not to be unreasonably withheld, directly or indirectly, through its actions and/or those of others, whether voluntarily or involuntarily, sell, transfer, assign, mortgage, pledge, lease, grant a security interest in or encumber (other than to Bank), or permit any other person to sell, transfer, assign, mortgage, pledge, lease, grant a security interest in or encumber any of the Copyrights, Patents or Trademarks listed on Exhibits A, B and C attached hereto or Borrower's other Intellectual Property and/or any parts or parcels thereof or interests or rights therein, including, without limitation, the following:

a. Any and all copyrights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held;

b. Any and all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired;

c. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

d. Any and all design rights which may be available to Borrower now or hereafter existing, created, acquired or held;

e. Any and all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same;

f. Any and all trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with or symbolized by such trademarks;

g. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

h. Any and all licenses or other rights to use any Copyrights, Patents, Trademarks or mask works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

i. Any and all amendments, extensions, renewals, re-issues, divisions and continuations of any of the foregoing; and

j. Any and all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing or any other provision of this Agreement, Borrower may, without consent or approval of the Bank, enter into licenses or sublicenses with respect to Intellectual Property provided all of the following requirements are met: (i) such license or sublicense is within the ordinary course of the Borrower's business and consistent with past practices with respect to frequency and amount; (ii) such license or sublicense is bona fide and entered into with third parties with terms that are commercially reasonable; (iii) the Bank retains its first-priority, perfected security interest in the proceeds of the Intellectual Property that is subject to the license or sublicense; (iv) the Bank's rights under this Agreement and the Loan Documents are not materially adversely affected by such licenses or sublicense; and (v) the Borrower promptly notifies the Bank of such license or sublicense.

2. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. The term of this Agreement shall be coterminous with the term of the security interests granted in the Loan Agreement. Notwithstanding any limitation of, moratorium on and/or termination of Bank's obligation to make Credit Extensions under the Loan Agreement, Borrower's obligations under this Agreement shall remain in full force and effect for so long as any Obligations are outstanding. It shall be an event of default under the Loan Agreement if there is a breach or violation of any of the terms and provisions of this Agreement.

3. Borrower hereby agrees to execute such other agreements, documents and records and to perform or refrain from performing such acts as may be deemed necessary or appropriate by Bank to enforce Bank's rights hereunder and under the Loan Agreement. Bank shall have the right, from time to time, to file such Financing Statements as the Bank deems necessary or advisable and to include in such Financing Statements all information regarding Borrower as Bank deems necessary or advisable for the purpose of protecting and/or perfecting Bank's interests under this Agreement and in and to the Intellectual Property, including, without limitation, tax identification numbers and other identifying numbers and information relative to the Intellectual Property.

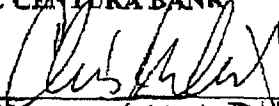
4. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective personal representatives, executors, heirs, successors and permitted assigns.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, excluding therefrom any principle of such laws which might result in the application of the laws of another jurisdiction. In addition, (i) no amendment of, or waiver of a right under, this Agreement will be binding unless it is in writing and signed by the party to be charged, (ii) to the extent a provision of this Agreement is unenforceable, this Agreement will be construed as if the unenforceable provision were omitted, (iii) a successor to or assignee of Bank's rights and obligations under the Loan Agreement will succeed to Bank's rights under this Agreement and (iv) all notices and other communications required or permitted herein shall be in writing and shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses set forth above.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

RBC CENTURA BANK

By: 
Name: / Chris Juch
Title: manager - Venture Debt

SILICON WIRELESS CORPORATION

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

RBC CENTURA BANK

By: _____
Name: _____
Title: _____

SILICON WIRELESS CORPORATION

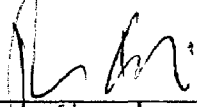
By:  _____
Name: William J. Kelly
Title: President/CEO

EXHIBIT A

COPYRIGHTS

Description

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

EXHIBIT B

PATENTS

Title	Our Ref.	Serial No.	Filing Date	Assignment Details
MOSFET Devices Having Linear Transfer Characteristics When Operating in Velocity Saturation Mode	9236-2	09/602,414	06/23/00	R/F 11108/101 September 20, 2001
Power Semiconductor Devices Having Retrograded-Doped Transition Regions that Enhance Breakdown Voltage Characteristics and Methods of Forming Same	9236-3	09/833,132	04/11/01	R/F 12335/621 December 4, 2001
Power Semiconductor Devices Having Laterally Extending Base Shielding Regions That Inhibit Base Reach Through and Methods of Forming Same	9236-3IP	10/008,171	10/19/01	R/F 12363/177 November 19, 2001
Radio Frequency (RF) Power Devices Having Faraday Shield Layers Therein	9236-4	09/993,412	11/05/01	R/F 12329/870 November 5, 2001
Vertical MOSFETs Having Trench-Based Gate Electrodes Within Deeper Trench-Based Source Electrodes and Methods of Forming Same	9236-5	09/995,019	11/26/01	R/F 12329/883 November 26, 2001
Vertical Power Devices Having Deep and Shallow Trenches and Methods of Forming Same	9236-6	09/992,104	11/05/01	R/F 12326/620 November 5, 2001
Vertical Power Devices Having Insulated Source Electrodes in Discontinuous Deep Trenches	9236-7	09/991,838	11/05/01	R/F 12326/927 November 5, 2001
Packaged Power Devices for Radio Frequency (RF) Applications	9236-8	09/992,233	11/05/01	R/F 12325/516 November 5, 2001

EXHIBIT C

TRADEMARKS

Mark	Class	Application No.	Filing Date
SILICON WIRELESS & Design	9	78/029,961	Oct 10, 2000
SWC	9	78/029,957	Oct 10, 2000
SILICON WIRELESS	9	78/029,950	Oct 10, 2000