

3-27-03

03-31-2003

Form PTO-1595

(Rev. 03/01)

RECORDATION FC

PATENT

OMB No. 0651-0027 (exp. 5/31/2002)

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102404954

DEPT. OF COMMERCE  
and Trademark Office

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

## 1. Name of conveying party(ies):

AIRNET COMMUNICATIONS CORPORATION

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

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☒ Security Agreement ☐ Change of Name
- ☐ Other \_\_\_\_\_

Execution Date: 01/24/2003

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

Name: TECORE, INC.

Internal Address: \_\_\_\_\_

Street Address: 7165 Columbia Gateway Drive

City: Columbia State: MD Zip: 21406

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

## 4. Application number(s) or patent number(s):

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

A. Patent Application No.(s) 09/711,645

09/747,672, 09/736,031, 09/691,995

B. Patent No.(s) 5,535,240

5,848,097 5,590,156 5,697,059

Additional numbers attached? ☒ Yes ☐ No

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

Name: Jeffrey C. Maynard, Esq.

Internal Address: \_\_\_\_\_

Whiteford, Taylor &amp; Preston L.L.P.

Street Address: Seven St. Paul Street

City: Baltimore State: MD Zip: 21202-1626

## 6. Total number of applications and patents involved: 75

7. Total fee (37 CFR 3.41).....\$ 3000.00

- ☒ Enclosed
- ☒ Authorized to be charged to deposit account

## 8. Deposit account number:

50-1479

DO NOT USE THIS SPACE

## 9. Signature.

Jeffrey C. Maynard

Name of Person Signing

Signature

03/24/2003

Date

Total number of pages including cover sheet, attachments, and documents: 15

03/28/2003 TDAI21

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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

004942/16

01 FC:8021

3000.00 DP

PATENT  
REEL: 013845 FRAME: 0916

**RECORDATION FORM COVER SHEET**  
**PATENTS ONLY - (CONTINUATION)**

Collateral Assignment of Patents and Patent Applications from AIRNET  
COMMUNICATIONS CORPORATION to PRIVATE EQUITY PARTNERS II, L.P. and  
TECORE, INC.

Continuation of item 2.      Name and Address of Receiving Party(ies)

Private Equity Partners II, L.P.  
300 Building  
435 Devon Park Drive  
Wayne, PA 19087

Continuation of item 4 A.   Patent Application No.(s):

09/726,874  
09/749,210  
09/755,497  
09/755,752  
09/755,530  
09/789,023  
09/397,921  
09/418,628  
09/419,188  
09/704,087  
10/074,514  
10/141,807  
10/078,783  
PCT/US00/21892  
PCT/US94/11815  
PCT/US95/01045  
PCT/US99/15165  
PCT/US99/15166  
PCT/US99/15167  
PCT/US00/09600  
PCT/US99/24319

**RECORDATION FORM COVER SHEET**  
**PATENTS ONLY - (CONTINUATION - Page 2)**

Collateral Assignment of Patents and Applications from AIRNET  
COMMUNICATIONS CORPORATION to PRIVATE EQUITY PARTNERS II, L.P. and  
TECORE, INC.

Continuation of item 4 B. Patent No.(s):

5,537,435  
6,011,785  
5,585,850  
5,838,732  
5,490,172  
5,926,747  
5,649,292  
5,577,031  
6,230,026  
5,606,575  
5,717,620  
5,758,090  
6,134,229  
5,930,308  
5,832,364  
5,592,480  
5,940,384  
5,924,036  
5,578,953  
5,835,859  
5,657,487  
5,953,668  
6,088,592  
5,974,323  
6,253,094  
5,970,410  
5,937,011  
5,956,645  
5,894,497  
5,901,355  
5,970,406  
5,953,637  
6,487,187  
6,088,570  
6,161,024

**RECORDATION FORM COVER SHEET**  
**PATENTS ONLY - (CONTINUATION - Page 3)**

6,477,388  
6,463,093  
6,370,384  
6,253,060  
6,339,694  
6,370,386  
6,219,562  
6,262,981  
6,370,185  
D381,337  
D402,663

1481071

**COLLATERAL ASSIGNMENT OF  
PATENTS, TRADEMARKS & COPYRIGHTS**

THIS COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS & COPYRIGHTS is entered into on this 24<sup>th</sup> day of January, 2003, by and between AIRNET COMMUNICATIONS CORPORATION, a Delaware Corporation having a mailing address at 3950 Dow Road, Melbourne, Florida 32934 ("Debtor"), and SCP PRIVATE EQUITY PARTNERS II, L.P., a Delaware limited partnership having a mailing address at 300 Building, 435 Devon Park Drive, Wayne, PA 19087 ("SCP II") and TECORE, INC., a Texas corporation having a mailing address at 7165 Columbia Gateway Drive, Columbia, Maryland 21406 ("TECORE"). SCP II and TECORE are referred to collectively herein as "Secured Party."

NOW, THEREFORE, in consideration of the premises, Debtor hereby agrees with Secured Party as follows:

**1. Grant of Security Interest.**

1.1 **Grant.** Debtor hereby grants to Secured Party a first priority security interest in, and conditionally assigns, but does not transfer title to Secured Party, all of Debtor's right, title, and interest in and to the following collateral (collectively, the "Collateral") to secure the repayment of any loans (the "Loans") under, the satisfaction of any obligations (the "Obligations") under, and the full, complete and absolute performance by Debtor of each of the terms and conditions of, the Bridge Loan Agreement, Bridge Loan Promissory Notes, Security Agreement and other loan documents dated of even date herewith between Debtor and one or both of the Secured Parties, as amended from time to time (collectively, the "Loan Agreement"). All capitalized terms used in this Agreement and not defined herein shall have the meaning ascribed thereto in the Loan Agreement unless the context clearly provides otherwise.

**1.2 Definition of Collateral.** The Collateral shall consist of the following:

(a) Each of the Patent Rights which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such Patent Rights;

(b) All of Debtor's right, title, and interest in and to the patents and patent applications listed on Schedule A, attached hereto, as the same may be updated hereafter from time to time;

(c) All of Debtor's right, title, and interest in all patentable inventions, and to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Debtor or in the name of Secured Party for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(d) Each of the Trademark Rights which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such Trademark Rights;

(e) All of Debtor's right, title, and interest in and to the trademarks and trademark registrations listed on Schedule B, attached hereto, as the same may be updated hereafter from time to time;

(f) All of Debtor's right, title and interest to register trademark claims under any state or federal law or regulation of any foreign country and to apply for, renew, and extend the Trademark Rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Secured Party for past, present, and future infringements of Trademark Rights, and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(g) Each of the Copyrights which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such Copyrights;

(h) All of Debtor's right, title, and interest in and to the copyrights and copyright registrations listed on Schedule C, attached hereto, as the same may be updated hereafter from time to time;

(i) All of Debtor's right, title and interest to register copyright claims under any state or federal law or regulation of any foreign country and to apply for, renew, and extend the Copyrights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Secured Party for past, present, and future infringements of the Copyrights, and all rights (but not obligations) corresponding thereto in the United States and any foreign country,;

(j) All general intangibles relating to the Collateral, including all Software, Know-How, Trade Secrets and other Intellectual Property and Improvements; and

(k) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

2. **After-Acquired Patent, Trademark & Copyright Rights.** If Debtor shall obtain rights to any new Patent Rights, patentable inventions, Trademark Rights, Copyrights or general intangibles relating thereto, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new rights or any renewal or extension thereof. Debtor shall bear any expenses incurred in connection with future applications for patent, trademark or copyright registration.

3. **Litigation and Proceedings.** Debtor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other actions for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Debtor shall provide to Secured Party any information with respect thereto requested by Secured Party. Secured Party shall provide at Debtor's expense all necessary cooperation in connection with any such suit, proceeding, or action, including, without limitation, joining as a necessary party. Following Debtor's becoming aware thereof, Debtor shall notify Secured Party of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office or Copyright Office, or any United States, state, or foreign court regarding Debtor's claim of ownership in any of the Patent Rights, Trademark Rights, Copyrights or general intangibles relating thereto, its right to apply for the same, or its right to keep and maintain such Patent Rights, Trademark Rights, Copyrights or general intangibles rights.

4. **Power of Attorney.** Debtor grants Secured Party power of attorney, having the full authority, and in the place of Debtor, from time to time in Secured Party's discretion to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation: (a) to endorse Debtor's name on all applications, documents, papers, and instruments necessary for Secured Party to use or maintain the Collateral; and (b) to ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral. Notwithstanding the foregoing, Secured Party may not file any claims or take any action or institute any proceedings for the collection of any of the Collateral, or assign,

pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person, except upon the occurrence of an Event of Default.

5. **Right to Inspect.** Debtor grants to Secured Party and its employees and agents the right to visit Debtor's plants and facilities at which Debtor may design, develop, manufacture, inspect, assemble, ship or store products or services sold or licensed under any of the Trademark Rights, Patent Rights or Copyrights, and to inspect the products, services and quality control records relating thereto at reasonable times during regular business hours.

6. **Events of Default.** Any Event of Default under the Loan Agreement shall constitute an Event of Default.

7. **Specific Remedies.** Upon the occurrence of any Event of Default: (a) Secured Party may take any action or pursue any remedies provided by law or in the Loan Agreement; and (b) Secured Party may notify licensees to make royalty and other payments on license agreements directly to Secured Party.

8. **Further Assurances.** Debtor hereby agrees to execute and deliver such further documents and instruments as Secured Party may reasonably request in order to more properly evidence, document or perfect the security interest intended to be created hereby.

9. **Governing Law.** All acts and transactions hereunder and the rights and obligations of the parties hereto shall be governed, construed, and interpreted in accordance with the laws of the State of Delaware, without regard to its conflict of law provisions.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement by their duly authorized officers as of the date first above written, with the specific intention that this Agreement constitutes a document under seal.



AirNet Communications Corporation

TECORE, Inc.

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

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

Name: Glen Ehkey

Name: JAY SALKINI

Title: President / CEO

Title: PRESIDENT & CEO

Date: January 24, 2003

Date: 1/24/03

**SCP Private Equity Partners, II, LP**

By: SCP Private Equity II General Partner, L.P., its general partner

By: SCP Private Equity II, LLC

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

James W. Brown  
a manager

Date: 1/24/03

**Schedule A****ISSUED PATENTS**

United States	08/146,364 5,535,240	July 9, 1996	AirNet Communications Corporation
United States	08/665,648 5,848,097	December 8, 1996	AirNet Communications Corporation
United States	08/231,262 5,590,156	December 31, 1996	AirNet Communications Corporation
United States	08/739,862, 5,697,059	December 9, 1997	AirNet Communications Corporation
United States	08/224,754 5,537,435	July 16, 1996	AirNet Communications Corporation
United States	08/725,583 6,011,785	January 4, 2000	AirNet Communications Corporation
United States	08/331/773 5,585,850	December 17, 1996	AirNet Communications Corporation
United States	08/331,778 5,838,732	November 17, 1998	AirNet Communications Corporation
United States	08/270,246 5,490,172	February 6, 1996	AirNet Communications Corporation
United States	08/708,690 5,926,747	July 20, 1999	AirNet Communications Corporation
United States	08/331,455 5,649,292	July 15, 1997	AirNet Communications Corporation
United States	08/408,665 5,577,031	November 19, 1996	AirNet Communications Corporation
United States	60/104,433 09/418,629 6,230,026	May 8, 2001	AirNet Communications Corporation
United States	08/595,106 5,606,575	February 25, 1997	AirNet Communications Corporation

United States	08/547,613 5,717,620	February 10, 1998	AirNet Communications Corporation
United States	08/532,952 5,758,090	May 26, 1998	AirNet Communications Corporation
United States	08/932,793 6,134,229	October 17, 2000	AirNet Communications Corporation
United States	08/615,401 5,930,308	July 27, 1999	AirNet Communications Corporation
United States	08/540,009 5,832,364	November 3, 1998	AirNet Communications Corporation
United States	08/402,585 5,592,480	January 7, 1997	AirNet Communications Corporation
United States	08/740,153 5,940,384	August 17, 1999	AirNet Communications Corporation
United States	08/605,256 5,924,036	July 13, 1999	AirNet Communications Corporation
United States	08/582,427 5,578,953	November 26, 1996	AirNet Communications Corporation
United States	08/542,720 5,835,859	November 10, 1998	AirNet Communications Corporation
United States	08/467,016 5,657,487	August 12, 1997	AirNet Communications Corporation
United States	08/768,213 5,953,668	September 14, 1999	AirNet Communications Corporation
United States	08/622,550 6,088,592	July 11, 2000	AirNet Communications Corporation
United States	08/749,600 5,974,323	October 26, 1999	AirNet Communications Corporation
United States	09/112,149 6,253,094	June 26, 2001	AirNet Communications Corporation
United States	08/607,588 5,970,410	October 19, 1999	AirNet Communications Corporation

United States	08/622,060 5,937,011	August 10, 1999	AirNet Communications Corporation
United States	08/622,060 5,956,645	September 21, 1999	AirNet Communications Corporation
United States	08/770,871 5,894,497	April 13, 1999	AirNet Communications Corporation
United States	08/743,451 5,901,355	May 4, 1999	AirNet Communications Corporation
United States	08/774,568 5,970,406	October 19, 1999	AirNet Communications Corporation
United States	08/772,121 5,953,637	September 14, 1999	AirNet Communications Corporation
United States	60/006,481 09/198,808 6,487,187	November 26, 2002	AirNet Communications Corporation
United States	09/198,485 6,088,570	July 11, 2000	AirNet Communications Corporation
United States	60/104,440 09/417,589 6,161,024	December 12, 2000	AirNet Communications Corporation
United States	60/094,658 09/363,846 6,477,388	November 5, 2002	AirNet Communications Corporation
United States	60/094,660 09/363,945 6,463,093	October 8, 2002	AirNet Communications Corporation
United States	60,094,661 09/362,867 6,370,384	April 9, 2002	AirNet Communications Corporation
United States	09/280,543 6,253,060	June 26, 2001	AirNet Communications Corporation
United States	60/079,796 09/280,542 6,339,694	January 15, 2002	AirNet Communications Corporation
United States	60/104,441 09/418,631 6,370,386	April 9, 2002	AirNet Communications Corporation
United States	09/418,630 6,219,562	April 17, 2001	AirNet Communications Corporation

United States	60/129,320 09/549,812 6,262,981	July 17, 2001	AirNet Communications Corporation
United States	60/147,988 09,636,344 6,370,185	April 9, 2002	AirNet Communications Corporation
United States	29/049,830 D381,337	July 22, 1997	AirNet Communications Corporation
United States	D402,663	December 15, 1998	AirNet Communications Corporation

# PENDING PATENT APPLICATIONS

PCT	PCT/US00/21892	August 10, 2000	AirNet Communications Corporation
PCT	PCT/US94/11815	October 18, 1994	AirNet Communications Corporation
PCT	PCT/US95/01045	January 27, 1995	AirNet Communications Corporation
PCT	PCT/US99/15165	July 6, 1999	AirNet Communications Corporation
PCT	PCT/US99/15166	July 6, 1999	AirNet Communications Corporation
PCT	PCT/US99/15167	July 6, 1999	AirNet Communications Corporation
PCT	PCT/US00/09600	April 11, 2000	AirNet Communications Corporation
PCT	PCT/US99/24319	October 15, 1999	AirNet Communications Corporation

United States	60/170,412 09/711,645	November 13, 2000 [provisional filed December 13, 1999]	AirNet Communications Corporation
United States	60/173,546 09/747,672	December 29, 2000 [provisional filed December 29, 1999]	AirNet Communications Corporation
United States	60/173,445 09/736,031	December 13, 2000 [provisional filed December 29, 1999]	AirNet Communications Corporation
United States	60/173,421 09/691,995	October 19, 2000 [provisional filed December 29, 1999]	AirNet Communications Corporation

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United States	10/074,314	December 12, 2002	AirNet Communications Corporation
United States	10/141,807	May 9, 2002	AirNet Communications Corporation
United States	10/078,783	February 19, 2002	AirNet Communications Corporation

# PENDING PATENT APPLICATIONS

PCT	PCT/US00/21892	August 10, 2000	AirNet Communications Corporation
PCT	PCT/US94/11815	October 18, 1994	AirNet Communications Corporation
PCT	PCT/US95/01045	January 27, 1995	AirNet Communications Corporation
PCT	PCT/US99/15165	July 6, 1999	AirNet Communications Corporation
PCT	PCT/US99/15166	July 6, 1999	AirNet Communications Corporation
PCT	PCT/US99/15167	July 6, 1999	AirNet Communications Corporation
PCT	PCT/US00/09600	April 11, 2000	AirNet Communications Corporation
PCT	PCT/US99/24319	October 15, 1999	AirNet Communications Corporation

United States	60/170,412 09/711,645	November 13, 2000 [provisional filed December 13, 1999]	AirNet Communications Corporation
United States	60/173,546 09/747,672	December 29, 2000 [provisional filed December 29, 1999]	AirNet Communications Corporation
United States	60/173,445 09/736,031	December 13, 2000 [provisional filed December 29, 1999]	AirNet Communications Corporation
United States	60/173,421 09/691,995	October 19, 2000 [provisional filed December 29, 1999]	AirNet Communications Corporation

United States	60/173,443 09/726,874	November 30, 2000 [provisional filed December 29, 1999]	AirNet Communications Corporation
United States	60/173,541 09/749,210	December 27, 2000 [provisional filed December 29, 1999]	AirNet Communications Corporation
United States	60/175,351 09/755,497	January 5, 2001 [provisional filed January 10, 2000]	AirNet Communications Corporation
United States	60/175,350 09/755,752	January 5, 2001 [provisional filed January 10, 2000]	AirNet Communications Corporation
United States	60/175,375 09/755,530	January 5, 2001 [provisional filed January 10, 2000]	AirNet Communications Corporation
United States	09/789,023	February 20, 2001	AirNet Communications Corporation
United States	09/397,921	September 17, 1999	AirNet Communications Corporation
United States	09/418,628	October 15, 1999	AirNet Communications Corporation
United States	09/419,188	October 15, 1999	AirNet Communications Corporation
United States	09/704,087	November 1, 2000	AirNet Communications Corporation
United States	10/074,514	December 12, 2002	AirNet Communications Corporation
United States	10/141,807	May 9, 2002	AirNet Communications Corporation
United States	10/078,783	February 19, 2002	AirNet Communications Corporation