

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Serial No. 06323813 by deleting it and inserting Patent No. 6323813 previously recorded on Reel 014676 Frame 0715. Assignor(s) hereby confirms the Termination and Release of Security Interest.

CONVEYING PARTY DATA

Name	Execution Date
Bank of America, N.A., as Collateral Agent	03/10/2004

RECEIVING PARTY DATA

Name:	Aeronautical Radio, Inc.
Street Address:	2551 Riva Road
City:	Annapolis
State/Country:	MARYLAND
Postal Code:	21401

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6323813

CORRESPONDENCE DATA

Fax Number: (919)416-8339
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 919 286-8049
 Email: PTO_TMconfirmation@mvalaw.com
 Correspondent Name: Moore & Van Allen PLLC
 Address Line 1: 2200 West Main Street
 Address Line 2: Suite 800
 Address Line 4: Durham, NORTH CAROLINA 27705

NAME OF SUBMITTER:	John E. Slaughter
---------------------------	-------------------

Total Attachments: 4
 source=term rel Aeronautical Radio#page1.tif
 source=term rel Aeronautical Radio#page2.tif
 source=term rel Aeronautical Radio#page3.tif
 source=term rel Aeronautical Radio#page4.tif

PATENT

OP \$40.00 6323813

TERMINATION AND RELEASE OF SECURITY INTEREST

TERMINATION AND RELEASE dated as of March 10, 2004, from **BANK OF AMERICA, N.A., AS COLLATERAL AGENT** (the "Secured Party"), with offices at 555 South Flower Street, 11th Floor, Los Angeles, California, 90071, to **AERONAUTICAL RADIO, INC.**, a Delaware corporation (the "Assignor"), with its principal offices at 2551 Riva Road, Annapolis, Maryland 21401.

WITNESSETH:

WHEREAS, pursuant to the Security Agreement dated March 27, 2002 (the "Security Agreement") made by the Assignor (and the other Obligors party thereto) in favor of the Secured Party for the Banks referenced therein, a security interest (the "Security Interest") was granted by the Assignor to the Secured Party, for the ratable benefit of the Banks, in certain collateral, including the Intellectual Property Collateral (as hereinafter defined);

WHEREAS, the Security Interest was recorded with the U.S. Patent & Trademark Office on April 12, 2002 at Reel 012831 Frame 0639;

WHEREAS, the Secured Party now desires to terminate and release the entirety of its Security Interest in the Intellectual Property Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Party hereby states as follows:

1. **Definitions:** The term "Intellectual Property Collateral," as used herein, shall mean, as of the date hereof, all of the Assignor's right, title and interest of every kind and nature in:

(a) all of Assignor's United States and foreign patents and patent applications, including those identified on Schedule I, attached hereto and incorporated herein by reference, including the right to recover for all past, present and future infringements thereof and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Assignor accruing thereunder or pertaining thereto;

(b) all of Assignor's United States and foreign trademarks, trade names, trade dress, service marks, trademark and service mark registrations, and applications for trademark or service mark registration and any renewals thereof, including those identified in Schedule I, attached hereto and incorporated herein by reference, including all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including without limitation damages for past or future infringements thereof), the right to sue or otherwise recover for all past, present and future infringements thereof, all rights corresponding thereto throughout the world (but only such rights as now exist or may come to exist under applicable local law) and all other

rights of any kind whatsoever of each Assignor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark and service mark;

(c) all of such Assignor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign copyrights and copyright applications, including those identified on Schedule I, attached hereto and incorporated herein by reference, including the right to recover for all past, present and future infringements thereof and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Assignor accruing thereunder or pertaining thereto;

(d) all license agreements regarding items (a)-(c) with any other party, whether such Assignor is a licensor or licensee under any such license agreement, including those listed on Schedule I, attached hereto and incorporated herein by reference, and the right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Security Agreement) now or hereafter owned by such Assignor and now or hereafter covered by such licenses; and

(e) all proceeds of any of the foregoing.

2. Release of Security Interest: The Secured Party hereby terminates, releases, discharges, quitclaims and relinquishes its Security Interest in the Intellectual Property Collateral, and any right, title or interest of the Secured Party in such Intellectual Property Collateral shall hereby cease and become void.

3. Further Assurances: The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

[Remainder of page intentionally blank; next page is signature page]

Schedule I

AERONAUTICAL RADIO, INC.

U.S. Patents

Issued Patent

Description	Patent No.	Issued
COMMUNICATION SYSTEM AND METHOD	6323813	11/27/01

Foreign Patents

None listed

U.S. Trademarks

None listed

Foreign Trademarks

None listed

U.S. Copyrights

None listed

Licenses

None listed