

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
MobileAccess Networks, Inc.	12/05/2005
RECEIVING PARTY DATA	
Name:	Partners for Growth, L.P.
Street Address:	180 Pacific Avenue
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	5969837
Application Number:	10461339
Application Number:	10928245
CORRESPONDENCE DATA	
Fax Number:	(415)358-4780
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	415-381-3283
Email:	bg2@greenspan.org
Correspondent Name:	Benjamin Greenspan
Address Line 1:	620 Laguna Road
Address Line 4:	Mill Valley, CALIFORNIA 94941
ATTORNEY DOCKET NUMBER:	PFG-MOBILEACCESS
NAME OF SUBMITTER:	Benjamin Greenspan
<p>Total Attachments: 3</p> <p>source=signed patent collateral notice#page1.tif</p>	

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PATENT
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FORM OF
PATENT COLLATERAL AGREEMENT AND NOTICE

This Patent Collateral Agreement and Notice dated as of December 5, 2005, is between each of MobileAccess Networks, Inc., a Delaware corporation with its principal place of business at 8391 Old Courthouse Road, Suite 300, Vienna VA 22182, and MobileAccess Networks Ltd., an Israeli company with its principal place of business at Ofek One Center, Bldg B, Northern Industrial Zone, Lod, Israel 71293 (collectively, "Assignor") and Partners for Growth, L.P., 180 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Term Loan and Security Agreement and Revolving Loan and Security Agreement dated December 5, 2005, by and between Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain United States patents and/or patent applications as listed on Exhibit 1 hereto (the "Patents"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Patents and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee dated December 5, 2005, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Patents and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor. PFG's rights in the Patents are subject to the rights of the Senior Lenders to the extent specified in the Loan Documents and in any subordination or Intercreditor agreement between or among PFG and the Senior Lenders or any of them. At such time as PFG no longer has an obligation to make a Loan and there are no outstanding Obligations, PFG's security interest in the Patents shall terminate, and PFG shall promptly execute and deliver such documents as are necessary to release its security interest in the Patents.

[SIGNATURE PAGE FOLLOWS]

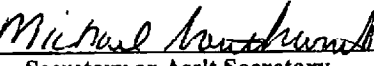
Executed as of the date first above written.

Borrower:

MOBILEACCESS NETWORKS, INC.

By 

President or Vice President

By 

Secretary or Ass't Secretary

PFG:

PARTNERS FOR GROWTH, L.P.

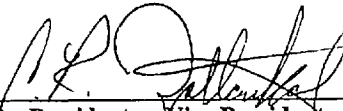
By _____

Name: _____

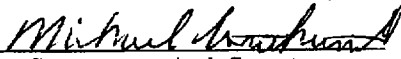
Title: Manager, Partners for Growth, LLC
Its General Partner

Borrower:

MOBILEACCESS NETWORKS LTD.

By 

President or Vice President

By 

Secretary or Ass't Secretary

EXHIBIT 1

MobileAccess Networks, Inc.

Patent Schedule

Patent No./ App. No.	Issue Date/ Filing Date	Owner/Assignee	Title
5,969,837			Multi-Service In-Building Coverage System
10/461,339			WLAN Distributed Antenna System
10/928,245			Indoor Location Identification System