

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
S5 Wireless, Inc.	01/24/2008

RECEIVING PARTY DATA

Name:	Eagle River Holdings, LLC, as agent for itself and other lenders
Street Address:	2300 Carillon Point
City:	Kirkland
State/Country:	WASHINGTON
Postal Code:	98033

PROPERTY NUMBERS Total: 8

Property Type	Number
Application Number:	11140081
Patent Number:	7092426
Patent Number:	7280579
Patent Number:	7236510
Patent Number:	6943729
Application Number:	11934629
Application Number:	60893244
Application Number:	11733653

CORRESPONDENCE DATA

Fax Number: (206)757-7700

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 206-757-8540

Email: michelleleibelt@dwt.com

Correspondent Name: Michelle Leibelt

Address Line 1: 1201 Third Avenue, Suite 2200

Address Line 4: Seattle, WASHINGTON 98101-3045

PATENT

500454794

REEL: 020451 FRAME: 0728

CH \$320.00 11140081

ATTORNEY DOCKET NUMBER:

60559-46

NAME OF SUBMITTER:

Michelle Leibelt

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 24, 2008 (as amended, supplemented or otherwise modified from time to time, this "Intellectual Property Security Agreement"), is entered into among S5 Wireless, Inc., a Delaware corporation (the "Grantor"), Eagle River Holdings, LLC, and vSpring II, LP (the "Purchasers") and Eagle River Holdings, LLC in its capacity as agent for the Purchasers and any Additional Purchasers (the "Agent").

WHEREAS, Grantor has entered into that certain Secured Promissory Note and Warrant Purchase Agreement, dated as of January 24, 2008 (as amended, supplemented, replaced or otherwise modified from time to time, the "Purchase Agreement"), with Purchaser. Capitalized terms used and not defined herein have the meanings given such terms in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Grantor has agreed to issue and sell to Purchasers and Purchasers have agreed to purchase, the Note upon the terms and subject to the conditions set forth therein.

WHEREAS, it is a condition precedent to the obligation to enter into the transactions contemplated by the Purchase Agreement that the Grantor shall have executed and delivered that certain Security Agreement, dated as of the date hereof, in favor of the Purchasers (as amended, supplemented, replaced or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain proprietary rights of the Grantor to Purchasers, and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. **GRANT OF SECURITY.** Grantor hereby grants to the Purchasers a continuing security interest in and to all of Grantor's right, title and interest, whether now owned or existing or hereafter acquired or arising, in and to the following (collectively referred to as, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all of Grantor's obligations under the Purchase Agreement and the Note:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof in the U.S. or any foreign jurisdiction, including, without limitation, each registration and application identified in Schedule I; (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof; (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered

into in connection therewith, and damages and payments for past, present or future infringements thereof); and (iv) all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions in the U.S. or any foreign jurisdiction, including, without limitation, each patent and patent application identified in Schedule I; (ii) all inventions and improvements described and claimed therein; (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof; (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof); and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications in the U.S. or any foreign jurisdiction, and any renewals, restorations or extensions thereof, including, without limitation, each registration and application identified in Schedule I; (ii) the rights to reproduce, print, publish and distribute and to publicly display and perform any of the foregoing and to sell, rent, lease or lend copies of the foregoing and to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties; (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof; (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof); and (v) all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto (collectively, the "Copyrights");

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, security procedures and devices; (ii) right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof; (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements or misappropriations thereof); and (iv) all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to Grantor of: (A) any right to use any Trademark, (B) any right to manufacture, use or sell any invention covered in whole or in part by a Patent, (C) any right under any Copyright including, without limitation, the grant of rights to reproduce, manufacture, distribute, publicly display or perform, exploit and sell, rent, lease or lend any Copyrights or any derivative works of any Copyright including, without limitation, any of the foregoing identified in Schedule I, and (D) any right to use any Trade Secret; (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing; (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof); and (iv) all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

2. **GRANT OF NON-EXCLUSIVE LICENSE.** Grantor hereby grants to Agent, on behalf of Purchasers, a non-exclusive royalty-free license or other right to use, without charge, Grantor's Proprietary Rights, labels and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral in exercising Purchasers' rights under the Security Agreement and the Purchase Agreement and in connection with such action, Grantor's rights under all licenses and all franchise agreements shall inure to the Purchasers' benefit.

3. **RECORDATION.** Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents, and the Commissioner of Trademarks and any other applicable government officer in the U.S. or any foreign jurisdiction record this Intellectual Property Security Agreement.

4. **EXECUTION IN COUNTERPARTS.** This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

5. **GOVERNING LAW.** THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW.

6. **CONFLICT PROVISION.** This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Purchase Agreement. The rights and remedies of each party hereto with respect to the security interest in the Collateral granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Purchase Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement or the Purchase Agreement, the provisions of the Security Agreement or the Purchase Agreement shall govern.

7. **AGENT'S AUTHORITY.** In order to expedite the enforcement of the rights and remedies set forth in this Agreement, Agent is hereby appointed as the Agent for the Purchasers. The Agent is hereby authorized and directed to take such action on behalf of the Purchasers under the terms and provisions of this Agreement and to exercise such rights and remedies hereunder as are specifically delegated to or required of the Agent under the terms and provisions hereof. The Agent may resign and a successor may be appointed in accordance with the terms of the Purchase Agreement. The Agent is hereby expressly authorized to act as Agent on behalf of the Purchasers, without hereby limiting the foregoing, and subject to, and in accordance with, the terms and conditions of this Agreement:

(a) to receive on behalf of each of the Purchasers any payment of monies paid to the Agent in accordance with this Agreement or consisting of proceeds, and to distribute to each of the Purchasers its pro rata share of all payments so received in accordance with the terms of this Agreement;

(b) to receive all documents and items to be furnished under this Agreement;

(c) to the extent permitted by this Agreement, act on behalf of the Purchasers in and under this Agreement;

(d) to execute and deliver to the Grantor and others requests, demands, notices, approvals, consents and other communications received from any of the Purchasers in connection with this Agreement, subject to the terms and conditions set forth herein;

(e) to the extent permitted by this Agreement, to exercise on behalf of each of the Purchasers all remedies of such Purchaser; and

(f) to take all such actions as may be requested by any of the Purchaser or as are reasonably incident to any powers granted to the Agent hereunder and not in conflict with applicable law or regulation or this Agreement.


8. **SUBORDINATION.** THE AGENT'S AND THE PURCHASERS' RIGHT TO ENFORCE REMEDIES PURSUANT TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN SUBORDINATION AGREEMENT, DATED OF EVEN DATE HERewith, AMONG THE PURCHASERS, GRANTOR AND VENTURE LENDING & LEASING IV, INC.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

S5 Wireless, Inc.

By: 
Name: David Carter
Title: President & CEO

Address: 10150 Centennial Pkwy
Sandy UT 84070

AGENT:

Eagle River Holdings, LLC

By: _____
Name: _____
Title: _____

Address: _____

PURCHASERS:

Eagle River Holdings, LLC

By: _____
Name: _____
Title: _____

Address: _____

vSpring II, LP

By: _____
Name: _____
Title: _____

Address: _____

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:


SS Wireless, Inc.

By: _____
Name: _____
Title: _____

Address: _____

AGENT:


Eagle River Holdings, LLC

By:  _____
Name: Brian Marciniak
Title: CFO

Address: 2300 Quillion Park
Lukeland, WA 98033

PURCHASERS:

Eagle River Holdings, LLC

By:  _____
Name: Brian Marciniak
Title: CFO

Address: 2300 Quillion Park
Lukeland, WA 98033

vSpring II, LP

By: _____
Name: _____
Title: _____

Address: _____

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

S5 Wireless, Inc.

By: _____
Name: _____
Title: _____

Address: _____

AGENT:

Eagle River Holdings, LLC

By: _____
Name: _____
Title: _____

Address: _____

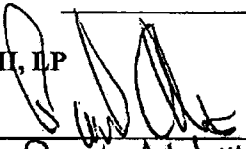
PURCHASERS:

Eagle River Holdings, LLC

By: _____
Name: _____
Title: _____

Address: _____

vSpring II, LP

By:  _____
Name: Paul Ahlstrom
Title: Managing Director

Address: 2795 E COTTONWOOD PKWY, SUITE 360
SLC, UT 84121

Schedule I

To Intellectual Property Security Agreement

Trademark applications:

1. The Grantor has the following outstanding applications for the registration of trademarks. Such applications were made on the dates and in the jurisdictions indicated:

Mark	Serial Number	Country of Filing	Application Filing Date
S5	76/616,111	USA	10/14/2004
S5	76/670,532	USA	12/19/2006
S5	2,752,815	Argentina	06/20/2007
S5	1182513	Australia	06/19/2007
S5	829196080	Brazil	06/18/2007
S5	1,352,657	Canada	06/21/2007
S5	777,927	Chile	06/19/2007
S5	108530	China	07/04/2007
S5	07-061565	Colombia	06/19/2007
S5	6,040,976	European Union	06/19/2007
S5	300895465	Hong Kong	06/20/2007
S5	T19783	India	06/19/2007
S5	T19783	India	06/19/2007
S5	2007-062629	Japan	06/19/2007
S5	41-2007-16751	Republic of Korea	06/19/2007
S5	862920	Mexico	06/20/2007
S5		Russian Federation	06/18/2007

2. The Grantor also has unregistered trademarks in stylized logos and tag lines.
3. The Grantor's name is "S5 Wireless."

Copyrights:

1. All Grantor's copyrights in its hardware designs, board layouts, manufacturing drawings and the physical implementations of the hardware designs. Copyrights on drawings for all Grantor semiconductor designs and on the physical implementations of the devices.
2. All copyrights on Grantor-developed software including software, firmware, HDL code and any other code developed by Grantor and loaded on Grantor's circuit boards, FPGAs, ASICs and computers that become a part of any Grantor product or supplied to Grantor's customers for their use.
3. All copyrights on the Grantor's website and marketing materials.

Patents and patent applications:

1. 3479.2.1 - US Patent Application BURST SPREAD SPECTRUM RADIO SYSTEM AND METHOD FOR ASSET TRACKING AND DATA TELEMTRY, Serial No. 11/140,081, Filed May 27, 2005.
2. 3479.2.1.1 - WIPO Patent Application BURST SPREAD SPECTRUM RADIO SYSTEM AND METHOD FOR ASSET TRACKING AND DATA TELEMTRY. Serial No. PCT/US06/19875. Filed May 19, 2006.
3. 3479.2.1.2 – European Patent Convention Patent Application BURST SPREAD SPECTRUM RADIO SYSTEM AND METHOD FOR ASSET TRACKING AND DATA TELEMTRY. Serial No. 6770925.3. Filed May 19, 2006.
4. 3479.2.1.3 - Japan Patent Application BURST SPREAD SPECTRUM RADIO SYSTEM AND METHOD FOR ASSET TRACKING AND DATA TELEMTRY. Int'l Application No.: PCT/US06/19875. Filed May 19, 2006.
5. 3479.2.1.4 - South Korea Patent Application BURST SPREAD SPECTRUM RADIO SYSTEM AND METHOD FOR ASSET TRACKING AND DATA TELEMTRY. Serial No. 10-2007-7028900.
6. 3479.2.1.5 - Australia Patent Application BURST SPREAD SPECTRUM RADIO SYSTEM AND METHOD FOR ASSET TRACKING AND DATA TELEMTRY. Int'l Application No.: PCT/US06/19875. Filed May 19, 2006.
7. 3479.2.2 - US Patent for MATCHED FILTER FOR SCALABLE SPREAD SPECTRUM COMMUNICATIONS SYSTEMS. Patent No. 7092426. Issued August 15, 2006.

8. 3479.2.2.1 - WIPO Patent Application for MATCHED FILTER FOR SCALABLE SPREAD SPECTRUM COMMUNICATIONS SYSTEMS. Serial No. PCT/US04/31527. Filed September 24, 2004.
9. 3479.2.2.2 – European Patent Convention Patent Application for MATCHED FILTER FOR SCALABLE SPREAD SPECTRUM COMMUNICATIONS SYSTEMS. Serial No. 4789059.5. Filed September 24, 2004.
10. 3479.2.2.3 - Japan Patent Application for MATCHED FILTER FOR SCALABLE SPREAD SPECTRUM COMMUNICATIONS SYSTEMS. Serial No. 2006-528267. Filed March 24, 2006.
11. 3479.2.2.4 – South Korea Patent Application for MATCHED FILTER FOR SCALABLE SPREAD SPECTRUM COMMUNICATIONS SYSTEMS. Serial No. 10-2006-7005749. Filed March 23, 2004.
12. 3479.2.2.5 - Australia Patent Application for MATCHED FILTER FOR SCALABLE SPREAD SPECTRUM COMMUNICATIONS SYSTEMS. Serial No. 2004306122. Filed September 24, 2004.
13. 3479.2.2.6 - U.S. Continuation Patent A MATCHED FILTER FOR SCALABLE SPREAD SPECTRUM COMMUNICATIONS SYSTEMS. Patent No. 7280579, Issued October 9, 2007.
14. 3479.2.2.1 - US Patent for MATCHED FILTER FOR SCALABLE SPREAD SPECTRUM COMMUNICATIONS SYSTEMS. Patent No. 7280579. Issued October 9, 2007.
15. 3479.2.3 - U.S. Patent EQUALIZER WITH DECISION FEEDBACK FREQUENCY TRACKING AND BIT DECODING FOR SPREAD SPECTRUM COMMUNICATIONS, Patent No. 7236510. Issued June 27, 2007
16. 3479.2.3.1 - WIPO Patent Application for EQUALIZER WITH DECISION FEEDBACK FREQUENCY TRACKING AND BIT DECODING FOR SPREAD SPECTRUM COMMUNICATIONS. Serial No. PCT/US04/31436. Filed September 24, 2004. Abandoned.
17. 3479.2.4 - US Patent No. 6,943,729 - METHOD AND SYSTEM FOR TIME DIFFERENCE OF ARRIVAL (TDOA) LOCATION SERVICES. Granted September 13, 2005. Patent No. 6943729.
18. 3479.2.4.1 - WIPO Patent Application –METHOD AND SYSTEM FOR TIME DIFFERENCE OF ARRIVAL (TDOA) LOCATION SERVICES. Serial No. PCT/US04/32105. Filed September 30, 2004.

19. 3479.2.4.3 - European Patent Convention Patent Application –METHOD AND SYSTEM FOR TIME DIFFERENCE OF ARRIVAL (TDOA) LOCATION SERVICES. Serial No.4817783.6. Filed September 30, 2004.
20. 3479.2.4.4 - Patent Application – Japan METHOD AND SYSTEM FOR TIME DIFFERENCE OF ARRIVAL (TDOA) LOCATION SERVICES. Serial No.2006-534085. Filed April 3, 2006.
21. 3479.2.5p - US Provisional Patent Application for WIRELESS ELECTRONIC HOTEL LOCK AND SYSTEM, SERIAL Number: 60/543,699 (this patent has subsequently been abandoned)
22. 3479.2.6 - US Patent Application Draft for HIGH INSTANTANEOUS DYNAMIC RANGE RADIO RECEIVER FOR SPREAD SPECTRUM COMMUNICATIONS – Serial Number: TBD, Ready for submission to attorney.
23. 3479.2.7 – US Patent Application Draft for SYSTEM FOR MONITORING AREAS USING MOTION SENSORS AND A BURST SPECTRUM RADIO SYSTEM. Serial Number: TBD, Ready for submission to attorney.
24. 3479.2.8 – US Patent Application for SYSTEMS AND METHODS FOR OBTAINING AND USING DATA FROM A LOCALIZED LOCATION AND TELEMETRY SYSTEM IN A WIDE AREA LOCATION AND TELEMETRY SYSTEM. Serial No. 11/934,629. Filed November 2, 2007.
25. 3479.2.9p – US Patent Application SYSTEMS AND METHODS FOR PROVIDING A LIMITED SUBSCRIPTION SERVICE. Serial No. 60/893,244. Filed March 6, 2007.
26. 3479.2.10 – US Patent Application for SYSTEMS AND METHODS FOR FACILITATING AUTOMATIC GENERATION OF METADATA ABOUT DATA THAT IS COLLECTED BY A MOBILE DEVICE. Serial No. 11/733,653. Filed April 10, 2007.

Licenses (excludes freeware, shareware and open-source licenses):

Applied Wave Research Inc. Software Tool Licenses:

1. HSPICE, HB, EM, Linear Stimulators w/ Physical Design Suite - SW- Locked-subscription (includes maintenance)
2. HB, EM, Linear Stimulators w/ Layout - SW- Locked - subscription (includes maintenance)
3. Visual System Simulator (CORE) - SW Locked - Subscription (includes maintenance)

Cadence Design Software Tool Licenses:

1. Platinum eDA Card enables S5 to draw down specific tools from Cadence's tool suite as needed to design the chips.

Various Windows and Linux-based Software Licenses used on Grantor's personal computers, work stations and servers including:

1. Idea IntelliJ
2. MS Visual Studio 2005
3. Jira Enterprise Edition
4. Smart SVN
5. VM Ware Enterprise
6. MS Exchange Server
7. MS XP, VISTA, VISIO, Project, Office
8. MS Windows 2000 Advanced Server
9. DB Visualizer
10. Mentor Graphics PADS Board Design Software
11. FrameMaker
12. Omnify PLM Software