

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Payoff and General Release
CONVEYING PARTY DATA	
Name	Execution Date
Ignition, L.L.C.	03/20/2008
Idealab Holdings, L.L.C.	03/20/2008
RECEIVING PARTY DATA	
Name:	AIRWAVE WIRELESS, INC.
Street Address:	1700 S. El Camino Real
Internal Address:	Suite 500
City:	San Mateo
State/Country:	CALIFORNIA
Postal Code:	94402
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7295524
CORRESPONDENCE DATA	
Fax Number:	(212)277-6501
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 277-6537
Email:	gingherr@dicksteinshapiro.com
Correspondent Name:	Robert G. Gingher
Address Line 1:	1177 Avenue of the Americas
Address Line 4:	New York, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	A2605.0002
NAME OF SUBMITTER:	Robert G. Gingher

Total Attachments: 3
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March 20, 2008

Airwave Wireless, Inc.
1700 S. El Camino Real, Suite 500
San Mateo, California 94402

Payoff and General Release

Ladies and Gentlemen:

Reference is made to the Note and Warrant Purchase Agreement dated May 27, 2003 (the "Purchase Agreement"), between Ignition, LLC and Idealab Holdings, L.L.C. (the "Lenders") and Airwave Wireless, Inc. (the "Company") and those senior secured convertible demand notes dated May 23, 2003 in the amounts of (a) \$173,684.00 in favor of Idealab Holdings, L.L.C., and (b) \$226,316.00 in favor of Ignition, LLC (collectively, the "Promissory Notes") issued and sold to the Lenders pursuant to the Purchase Agreement (collectively on the "Loan Agreements").

Reference is made to that certain Security Agreement, that certain Patent and Trademark Security Agreement Memorandum and that certain Copyright Security Agreement Memorandum made by the Company in favor of the Lenders in connection with the Loan Agreements (collectively the "Collateral Documents").

The Lenders hereby acknowledge the receipt and full satisfaction of all unpaid principal, all accrued interest, and all other amounts that are or may be due and payable under the Loan Agreements. The Lenders, on their own behalf and on behalf of all of their agents, beneficiaries, executors, administrators, successors, and assigns (collectively, the "Lender Releasor"), hereby fully, absolutely and unconditionally release and for all purposes forever discharge the Company and its directors, officers, shareholders, employees, beneficiaries, successors and assigns from any liability, obligation or agreement of any nature that any Lender Releasor ever had, now has, or hereafter can, shall or may have, relating to or arising out of the Promissory Notes. The Lenders also hereby acknowledge and agree that they shall have no further rights under the Promissory Notes including the right to convert the Promissory Notes into shares of Common, Preferred or Special Stock.

In consideration of the payment referenced above, the undersigned hereby releases and terminates any and all liens on the assets of the Company under the Collateral Documents.

The Lenders further agree (i) to file a UCC-3 Termination Statement with the Secretary of State of Delaware to effect the termination of the security interest under the Collateral Documents, (ii) to make a filing with the United States Copyright Office to effect the termination of the security interest in the copyright collateral referenced in the Copyright Security Agreement Memorandum, (iii) to make a filing with the United States Patent and Trademark Office to effect the termination of the security interest in the patent and trademark collateral referenced in the Patent and Trademark Security Agreement Memorandum, and (iv) to

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deliver such other agreements, documents, instruments and/or certificates, in form and substance reasonably satisfactory to the Company, as the Company may reasonably request in connection with the above described release of liens on the assets of the Company.

The Lenders hereby consent to the termination of the Promissory Notes and are hereby delivering the original Promissory Notes with the words "cancelled" written on each page thereof, or are delivering instead an Affidavit of Lost Promissory Note in a form reasonably satisfactory to the Company.

The Lenders agree, at any time after the date hereof, to execute and deliver any and all further documents, agreements and instruments, and take any and all further action as may be reasonably required in order to effectuate the foregoing.

Sincerely,

IGNITION, LLC

By: 

Its: Partner

IDEALAB HOLDINGS, L.L.C.

By: _____

Its: _____

deliver such other agreements, documents, instruments and/or certificates, in form and substance reasonably satisfactory to the Company, as the Company may reasonably request in connection with the above described release of liens on the assets of the Company.

The Lenders hereby consent to the termination of the Promissory Notes and are hereby delivering the original Promissory Notes with the words "cancelled" written on each page thereof, or are delivering instead an Affidavit of Lost Promissory Note in a form reasonably satisfactory to the Company.

The Lenders agree, at any time after the date hereof, to execute and deliver any and all further documents, agreements and instruments, and take any and all further action as may be reasonably required in order to effectuate the foregoing.

Sincerely,

IGNITION, LLC

By: _____
Its:

IDEALAB HOLDINGS, L.L.C.

By: Marcus Bookstein
Its: Secretary