

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
AC HOLDCO LLC	01/23/2008
AirCell LLC	01/23/2008
AirCell International, Inc.	01/23/2008
AirCell Aviation, Inc.	01/23/2008
SpectraLabs Technologies LLC	01/23/2008
AC BidCo LLC	01/23/2008

RECEIVING PARTY DATA

Name:	AC Acquisition I LLC, as Administrative Agent
Street Address:	One Rockefeller Plaza, 32nd Floor
Internal Address:	C/O RIPPLEWOOD HOLDINGS, LLC
City:	New York
State/Country:	NEW YORK
Postal Code:	10020

PROPERTY NUMBERS Total: 25

Property Type	Number
Patent Number:	5444762
Patent Number:	5473602
Patent Number:	5557656
Patent Number:	5757322
Patent Number:	5832380
Patent Number:	5878345
Patent Number:	5878346
Patent Number:	5884166
Patent Number:	5960343
Patent Number:	6108539

OP \$1000.00 5444762

Patent Number:	6377802
Patent Number:	6408180
Patent Number:	6650898
Patent Number:	6725035
Patent Number:	6788935
Patent Number:	6885864
Patent Number:	7062268
Patent Number:	7107062
Patent Number:	7113780
Application Number:	11240975
Application Number:	11414873
Application Number:	11492545
Application Number:	11590709
Application Number:	11590146
Application Number:	11590379

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3016380511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	33104
NAME OF SUBMITTER:	Penelope J.A. Agodoa

Total Attachments: 10
source=33104#page1.tif
source=33104#page2.tif
source=33104#page3.tif
source=33104#page4.tif
source=33104#page5.tif
source=33104#page6.tif
source=33104#page7.tif
source=33104#page8.tif
source=33104#page9.tif
source=33104#page10.tif

PATENT SECURITY AGREEMENT, dated as of January 23, 2008, among AC HoldCo LLC (the "Borrower"), the subsidiaries of the Borrower listed on Schedule I hereto and AC Acquisition I LLC, as Administrative Agent (the "Administrative Agent").

Reference is made to the Amended and Restated Guarantee and Collateral Agreement dated as of January 23, 2008 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the subsidiaries of the Borrower identified therein and the Administrative Agent. The Borrower and certain Purchasers named therein are parties to that certain Purchase Agreement dated as of April 28, 2006 (as amended, the "2006 Purchase Agreement"), pursuant to which such Purchasers agreed to purchase up to an aggregate of \$100,000,000 principal amount of the Borrower's 6% Senior Secured Convertible Notes (the "2006 Notes"). In connection with the issuance of the 2006 Notes, the Borrower entered into a Guarantee and Collateral Agreement (the "Original Security Agreement"). The Borrower and certain Purchasers named therein are parties to that certain Purchase Agreement dated as of January 23, 2008 (as amended, the "2008 Purchase Agreement"; the 2006 Purchase Agreement and the 2008 Purchase Agreement collectively the "Purchase Agreements") pursuant to which such Purchasers agreed to purchase up to an aggregate of \$64,000,000 principal amount of the Borrower's 6% Senior Secured Convertible Notes (the "2008 Notes" and, together with the 2006 Notes, the "Notes"). In connection with the execution and delivery of the 2008 Purchase Agreement, the parties to the Original Security Agreement entered into the Security Agreement, providing therein that the obligations of the Borrower under the 2008 Purchase Agreement and the 2008 Notes are "Obligations" for purposes thereof. The obligations of the applicable Purchasers to purchase the Notes are conditioned upon, among other things, the execution and delivery of this Agreement.

The Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Purchase Agreements and are willing to execute and deliver this Agreement in order to induce the Purchasers to purchase the Notes. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral"):

(a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule II (the "Patents"), and all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AC HOLDCO LLC,

by

Name:

Title:

Subsidiary Parties:

AIRCELL LLC,

by

Name:

Title:

AIRCELL INTERNATIONAL, INC.

by

Name:

Title:

AIRCELL AVIATION, INC.

by

Name:

Title:

SPECTRALABS TECHNOLOGIES LLC

by

Name:

Title:

[Signature Page to Patent Security Agreement]

AC BIDCO LLC,

by



Name:
Title:

AC ACQUISITION I LLC, as
Administrative Agent,

by Ripplewood Partners II, L.P. as its
sole member

by Ripplewood Partners II G.P.,
L.P., as its general partner

by RP II GP, LLC, as its general
partner

by

Name: Christopher P. Minnetian
Title: Secretary

[Signature Page to Patent Security Agreement]

AC BIDCO LLC,

by

Name:

Title:

AC ACQUISITION I LLC, as
Administrative Agent,

by Ripplewood Partners II, L.P. as its
sole member

by Ripplewood Partners II G.P.,
L.P., as its general partner

by RP II GP, LLC, as its general
partner

by



Name: Christopher P. Minnetian

Title: Secretary

Schedule I

<u>Subsidiary Parties</u>
AirCell LLC
AirCell International, Inc.
AirCell Aviation, Inc.
SpectraLabs Technologies LLC
AC BidCo LLC

Schedule II

I. Patents

Patent Name	Patent Numbers	Issue Date
Method and Apparatus for Reducing Interference among Cellular Telephone Signals	5,444,762	August 22, 1995
Wireless Radio Packet Switching Network	5,473,602	December 5, 1995
Mobile Telecommunications for Aircraft and Land Based Vehicles	5,557,656	September 17, 1996
Cellular Weather Information System for Aircraft	5,757,322	May 26, 1998
Non-terrestrial Cellular Mobile Telecommunication System	5,832,380	November 3, 1998
Antenna for Non-terrestrial Mobile Telecommunication System	5,878,345	March 2, 1999
Non-terrestrial Cellular Mobile Telecommunication Network	5,878,346	March 2, 1999
Multidimensional Cellular Mobile Telecommunication System	5,884,166	March 16, 1999
Mobile Communications	5,960,343	September 28, 1999
Non-terrestrial Cellular Mobile Telecommunication Station	6,108,539	August 22, 2000
Doppler Insensitive Non-Terrestrial Digital Cellular Communications Network	6,377,802	April 23, 2002
Ubiquitous Mobile Subscriber Station	6,408,180	June 18, 2002
Signal Translating Repeater for Enabling a Terrestrial Mobile Subscriber Station to be	6,650,898	November 18, 2003

[[3047326]]

Patent Name	Patent Numbers	Issue Date
Operable in a Non-Terrestrial Environment	6,725,035	April 20, 2004
Signal Translating Repeater for Enabling a Terrestrial Mobile Subscriber Station to be Operable in a Non-Terrestrial Environment	6,788,935 B1	September 7, 2004
Aircraft-based Network for Wireless Subscriber Stations	6,885,864 B2	April 26, 2005
Virtual Private Network For Cellular Communication	7,062,268	June 13, 2006
Overlapping Spectrum Cellular Communication Networks	7,107,062	September 12, 2006
System for Processing Non-Terrestrial Cellular Call Handoffs To The Terrestrial Network as an Aircraft Descends to an Airport	7,113,780	September 26, 2006
System for Integrating an Airborne Wireless Cellular Network with Terrestrial Wireless Cellular Networks and the Public Switched Telephone Network		

II. Patent Applications

Patent Name	Patent Application No.	Filing Date
Air-to-Ground Cellular Network For Deck-to-Deck Call Coverage	11/240975	September 30, 2005
System for Processing Non-Terrestrial Cellular Call Handoffs to the Terrestrial Network as an Aircraft Descends to an Airport (<i>f.k.a - System for Managing Call Handoffs Between an Aircraft and Multiple Cell Sites</i>)	11/414873	May 1, 2006
System for Integrating An Airborne Wireless Cellular Network with Terrestrial Wireless Cellular Networks and the Public Switched Telephone Network (Continuation)	11/492545	July 24, 2006
System for Managing the Multiple Air-to-Ground Communications Links originating from each Aircraft in an Air-to-Ground Cellular Communication Network	11/590,709	October 31, 2006
Air-to-Ground Cellular Communication Network Terrestrial Base Station having Multi-Dimensional Sectors with Alternating Radio Frequency Polarizations	11/590,146	October 31, 2006
Multi-Link Aircraft Cellular System for Simultaneous Communication with Multiple Terrestrial Cell Sites	11/590,379	October 31, 2006

[[3047326]]