

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
AIRSPAN NETWORKS INC.	05/13/2009

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3353 PEACHTREE ROAD, N.E.
Internal Address:	SUITE M-10
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30326

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	5828339
Patent Number:	5889837
Patent Number:	6021331
Patent Number:	5948063
Patent Number:	6181710
Patent Number:	6229800
Patent Number:	6351633
Patent Number:	6298246
Patent Number:	6907247
Patent Number:	6816726
Patent Number:	7440727

CORRESPONDENCE DATA

Fax Number: (404)962-6736

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

OP \$440.00 5828339

500864162

PATENT
REEL: 022703 FRAME: 0815

Phone: (404) 885-3038
Email: michael.brignati@troutmansanders.com
Correspondent Name: MICHAEL J. BRIGNATI, PH.D.
Address Line 1: TROUTMAN SANDERS LLP
Address Line 2: 600 PEACHTREE STREET, N.E.
Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	220763.000614
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NAME OF SUBMITTER:	Michael J. Brignati, Ph.D.
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Total Attachments: 8

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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 12, 2009 by and between SILICON VALLEY BANK ("Bank") and AIRSPAN NETWORKS INC. ("Grantor").

RECITALS

A. Bank agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank, Grantor and Airspan Communications Limited dated August 1, 2006 (as the same may be amended, modified or supplemented from time to time, the "Prior Loan Agreement").

B. Pursuant to the terms of the Prior Loan Agreement, Grantor granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of Grantor's Intellectual Property Collateral (as hereinafter defined) pursuant to that certain Intellectual Property Security Agreement by and between Bank and Grantor dated August 1, 2006 (the "Prior IP Agreement").

C. Grantor has requested, and Bank has agreed to replace, amend and restate the Prior Loan Agreement in its entirety with that certain Amended and Restated Loan and Security Agreement by and among Grantor and Airspan Communications Limited (collectively, the "Borrowers") and Bank of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein but not defined in this Agreement shall have the meanings given to them in the Loan Agreement). Bank is willing to make the Loans to Borrowers and extend new financial accommodations to Borrowers, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

D. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. Grantor has requested, and Bank has agreed to replace, amend and restate the Prior IP Agreement in its entirety. The parties hereby agree that the Prior IP Agreement is hereby amended and restated in its entirety.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual

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property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, the "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

As used herein, the following terms shall have the following meanings:

"Copyrights" are all copyright rights, applications or registrations and like protections in each work or authorship or derivative work, whether published or not (whether or not it is a trade secret) now or later existing, created, acquired or held.

"Patents" are patents, patent applications and like protections, including improvements, divisions, continuations, renewals, reissues, extensions and continuations in part of the same.

"Trademarks" are trademark and service mark rights, registered or not, applications to register and registrations and like protections, and the entire goodwill of the business of Grantor connected with the trademarks.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

777 Yamato Road
Boca Raton, Florida 33431

AIRSPAN NETWORKS INC.

By: 

Name:

Title:

DAVID BRANT
CFO

BANK:

Address of Bank:

3353 Peachtree Road, N.E., Suite M-10
Atlanta, Georgia 30326

SILICON VALLEY BANK

By: 

Name

Title

ANTHONY BARKER
VP

(Signature Page to Amended and Restated
Intellectual Property Security Agreement)

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None	N/A	N/A

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EXHIBIT B

Patents

Application No.	Filing Date	Patent No.	Country	Applicant	Status
9511188.6	02-Jun-95	2301712	Great Britain	Airspan Networks, Inc	Granted
9819579.4	02-Jun-95	2337861	Great Britain	Airspan Networks, Inc	Granted
08/560,284	17-Nov-95	5,828,339	United States of America	Airspan Networks, Inc	Granted
9603693.4	21-Feb-96	2310571	Great Britain	Airspan Networks, Inc	Granted
08/658,939	31-May-96	5,889,837	United States of America	Airspan Networks, Inc	Granted
08/803,601	21-Feb-97	6,021,331	United States of America	Airspan Networks, Inc	Granted
08/804,490	21-Feb-97	5,948,063	United States of America	Airspan Networks, Inc	Granted
98930071.0	10-Jun-98	0988769	France-European	Airspan Networks, Inc	Granted
98930071.0	10-Jun-98	0988769	Germany - European	Airspan Networks, Inc	Granted
98930071.0	10-Jun-98	0988769	Great Britain - European	Airspan Networks, Inc	Granted
09/001,023	30-Dec-97	6,181,710	United States of America	Airspan Networks, Inc	Granted
08/960,327	29-Oct-97	6,229,800	United States of America	Airspan Networks, Inc	Granted
98960010.1	14-Dec-98	1040629	France-European	Airspan Networks, Inc	Granted
98960010.1	14-Dec-98	1040629	Germany - European	Airspan Networks, Inc	Granted
98960010.1	14-Dec-98	1040629	Great Britain - European	Airspan Networks, Inc	Granted
09/212,783	16-Dec-98	6,351,633	United States of America	Airspan Networks, Inc	Granted
98954584.3	13-Nov-98	1033041	France-European	Airspan Networks, Inc	Granted
98954584.3	13-Nov-98	1033041	Germany - European	Airspan Networks, Inc	Granted
98954584.3	13-Nov-98	1033041	Great Britain - European	Airspan Networks, Inc	Granted
09/192,994	16-Nov-98	6,298,246	United States of America	Airspan Networks, Inc	Granted
9724617.7	20-Nov-97	2331668	Great Britain	Airspan Networks, Inc	Granted
0019620.4	09-Aug-00	2366135	Great Britain	Airspan Networks Inc.	Granted
09/802,239	08-Mar-01	6,907,247	United States of America	Airspan Networks, Inc	Granted
0023689.3	27-Sep-00	2367448	Great Britain	Airspan Networks, Inc	Granted
09/942,829	29-Aug-01	6,816,726	United States of America	Airspan Networks, Inc	Granted
175867	19-Jan-05		Israel	Airspan Networks, Inc	Pending
05701955.6	19-Jan-05		European	Airspan Networks, Inc	Pending
05701955.6	19-Jan-05		France-European	Airspan Networks, Inc	Pending
05701955.6	19-Jan-05		Germany - European	Airspan Networks, Inc	Pending
0401278.7	21-Jan-04	2410397	Great Britain	Airspan Networks, Inc	Granted
05701955.6	19-Jan-05		Great Britain - European	Airspan Networks, Inc	Pending
11/039,353	19-Nov-04	7,440,727	United States of America	Airspan Networks, Inc	Granted
06808695.8	28-Nov-06		European	Airspan Networks, Inc	Pending

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191453	28-Nov-06		Israel	Airspan Networks, Inc	Pending
2008-7013783	28-Nov-06		Korea, Republic of	Airspan Networks, Inc	Pending
0611230.4	07-Jun-06		Great Britain	Airspan Networks, Inc	Pending
06808704.8	28-Nov-06		European	Airspan Networks, Inc	Pending
191452	28-Nov-06		Israel	Airspan Networks, Inc	Pending
2008-7013784	28-Nov-06		Korea, Republic of	Airspan Networks, Inc	Pending
0611227.0	07-Jun-06		Great Britain	Airspan Networks, Inc	Pending

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration Application Number</u>	<u>Registration Application Date</u>
AIRPLAN	2480175	08/21/2001
AIRSPAN	2063647	05/20/1997

[IF APPLICABLE]

EXHIBIT D

Mask Works

Description

Registration
Application
Number

Registration
Application
Date

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