

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.	08/15/2011
AIRSPAN NETWORKS (SG) INC.	08/15/2011

RECEIVING PARTY DATA

Name:	Square 1 Bank
Street Address:	406 Blackwell Street
Internal Address:	Suite 240
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27701

PROPERTY NUMBERS Total: 12

Property Type	Number
Patent Number:	5889837
Patent Number:	5828339
Patent Number:	6181710
Patent Number:	6229800
Patent Number:	6351633
Patent Number:	6298246
Patent Number:	6907247
Patent Number:	6816726
Patent Number:	6144855
Patent Number:	7440727
Patent Number:	7627348
Patent Number:	7953065

CORRESPONDENCE DATA

501632415

**PATENT
 REEL: 026781 FRAME: 0234**

CH \$480.00 5889837

Fax Number: (919)354-1278

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

Phone: 9193143086

Email: loandocsdept@square1bank.com

Correspondent Name: Square 1 Bank

Address Line 1: 406 Blackwell Street

Address Line 2: Suite 240

Address Line 4: Durham, NORTH CAROLINA 27701

NAME OF SUBMITTER:

Lee Conner

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 15, 2011 by and between SQUARE 1 BANK ("*Bank*") and AIRSPAN NETWORKS INC., a Delaware corporation, and AIRSPAN NETWORKS (SG) INC., a Delaware corporation (jointly and severally, "*Grantor*").

RECITALS

A. Bank has 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 and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "*Loan Agreement*"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Extension of credit by the Bank pursuant to the Loan Agreement is subject to the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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.

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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure all of its present and future indebtedness, liabilities and obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits 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, "*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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.


SIGNATURE PAGE FOLLOWS

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.

Grantors:

AIRSPAN NETWORKS (SG) INC.

AIRSPAN NETWORKS INC.

By 
Title SVP & CFO

By 
Title PRESIDENT & CEO

Address of Grantors:

777 Yamato Road, Suite 310
Boca Raton, Florida 33431

Bank:

SQUARE 1 BANK

By _____
Name _____
Title _____

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

[Signature Page---Intellectual Property Security Agreement]

PATENT
REEL: 026781 FRAME: 0238

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.

Grantors:

AIRSPAN NETWORKS (SG) INC.

AIRSPAN NETWORKS INC.

By _____
Title _____

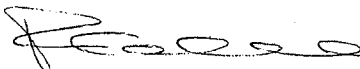
By _____
Title _____

Address of Grantors:

777 Yamato Road, Suite 310
Boca Raton, Florida 33431

Bank:

SQUARE 1 BANK

By 
Name RICHARD SUHC
Title S.V.P.

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

[Signature Page—Intellectual Property Security Agreement]

PATENT
REEL: 026781 FRAME: 0239

EXHIBIT A
COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

EXHIBIT B**PATENTS**

Description	Registration OR Serial Number	Registration OR Filing Date
Testing a subscriber terminal of a wireless telecommunications system	5,889,837	30-Mar-99
Integrated directional antenna	5,828,339	27-Oct-98
Handling of telecommunications signals passed between elements of a telecommunications network	6,181,710	30-Jan-01
Establishing a wireless link between a central terminal and a subscriber terminal of a wireless telecommunications system	6,229,800	8-May-01
Handling of signaling information within a telecommunications system	6,351,633	26-Feb-02
Subscriber terminal and method for passing control signals between a first and second signal processing units	6,298,246	2-Oct-01
Transfer of data packets in a wireless telecommunications system	6,907,247	14-Jun-05
Transfer of different data types in a telecommunications system	6,816,726	9-Nov-04
Methods and apparatus pertaining to roaming of stations between access points in wireless and other networks	6,144,855	7-Nov-00
Handling transfer of management data to and from a telecommunications unit of a telecommunications system	7,440,727	21-Oct-08
Point to multipoint device for communication with a plurality of telecommunications units	7,627,348	1-Dec-09
Point to multipoint device for communication with a plurality of telecommunications units	7,953,065	31-May-11

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
Air-Harmony	85/163465	10/28/2010
Air-Synergy	85/163477	10/28/2010
Air4G	85/115331	8/25/2010
AIRSPAN	2063647	5/20/1997
Inteli-Bridge	85/166902	11/2/2010
MiMAX	3673589	8/25/2009