

02-01-2002

Form PTO-1594 1-31-92		U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
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To the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): VIA Wireless, LLC</p> <p><i>1-15-02</i></p> <p><input type="checkbox"/> Individuals <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership: <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Other: Limited Liability Company - State: California</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>BNP Paribas</u> Internal Address: _____ Street Address: <u>787 Seventh Avenue</u> City: <u>New York</u> State: <u>New York</u> ZIP: <u>10019</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation _____ <input checked="" type="checkbox"/> Other - <u>Collateral Agent</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Interest <input type="checkbox"/> Change of Name <input type="checkbox"/> Other - _____</p> <p>Execution Date: <u>November 13, 2001</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p> <p>Trademark Registration No.(s) <u>2246813</u></p> <p>Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Francis L. McGrath, Legal Assistant</u> Internal Address: <u>White & Case LLP</u></p> <p>Street Address: <u>1155 Avenue of the Americas</u> City: <u>New York</u> State: <u>NY</u> ZIP: <u>10036</u></p>	<p>6. Total number of applications and registration involved 3</p> <p>7. Total fee (37 CFR 3.41): \$ <u>90.00</u> <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account, in case of deficiency</p> <p>8. Deposit account number: <u>23-1705 (in case of deficiency)</u> (Attach duplicate copy of this page if paying by deposit account)</p>

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9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Francis L. McGrath *Francis L. McGrath* 1-15-2002
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

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REGISTERED U.S. TRADEMARKS AND SERVICE MARKS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Via Wireless	2,246,814	May 18, 1999
Via Phone	2,246,813	May 18, 1999
Home is where your phone is	2,281,421	November 28, 1999

ANNEX I
TO
SECURITY
AGREEMENT

ASSIGNMENT OF SECURITY INTEREST IN
UNITED STATES TRADEMARKS AND PATENTS

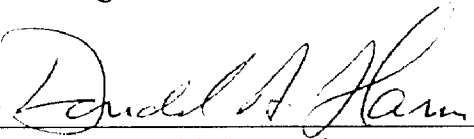
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, VIA Wireless, LLC, a California limited liability company (the "Assignor") with principal offices at One West Elm Street, Suite 400, Conshohocken, PA 19428, hereby assigns and grants to Paribas, as Collateral Agent, with principal offices at 787 Seventh Avenue, New York, NY 10019 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's right, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement between the Assignor, the other assignors party thereto and the Assignee, dated as of March 31, 2000 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of
the 13th day of November, 2001.

VIA WIRELESS, LLC
as Assignor

By  _____

Name: Donald A. Harris

Title: President and Chief Executive Officer

PARIBAS,
as Collateral Agent, Assignee

By 
Name: **SALO AIZENBERG**
Title: **Director**

By _____
Name:
Title:

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 17th day of DECEMBER, 2001, before me personally came SALO AIZENBERG, who, being duly sworn, did depose and say that he is DIRECTOR of [Assignor], that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Maria C. Pellegrino
Notary Public

MARIA C. PELLEGRINO
Notary Public, State of New York
No. 01PE6039948
Qualified in Queens County
Commission Expires 04/10/20 02

UNITED STATES PATENTS

None.