

01-19-2001



FORM PTO-1594
(Rev 5-93)

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1-19-01

1-19-01

1. Name of conveying party(ies):
METAWAVE COMMUNICATIONS CORPORATION

Individual(s) citizenship:
Association:
General Partnership:
Limited Partnership:
Corporation - State: DELAWARE
Other:

Additional name(s) of conveying party(ies) attached? [] Yes [X] No

3. Nature of Conveyance:

[] Assignment [] Merger
[X] Security Agreement [] Change of Name
[] Other

Execution Date: June 21, 2000

2. Name and address of receiving party(ies):

Name: IMPERIAL BANK
Address: 5330 CARILLON POINT
City: KIRKLAND State: WA Zip: 98033

Individual(s) citizenship:
Association:
General Partnership:
Limited Partnership:
Corporation - State:
Other: a California chartered bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [] Yes [x] No

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

75/848,665 75/762,760
75/610,440 75/325,856
75/167,712

B. Trademark Registration No.(s)

2,231,761 2,302,617
2,231,760 2,212,549
2,189,706

Additional numbers attached? [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Erin O'Brien
Internal Address: GRAY CARY WARE & FREIDENRICH
400 Hamilton Avenue
Palo Alto, California 94301

6 Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41) \$265.00

[x] Enclosed
[] Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Erin O'Brien
Name of Person Signing

Erin O'Brien
Signature

January 18, 2001
Date

Total number of pages comprising cover sheet: [7]

Mail Documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

01/19/2001 DNGUYEN 00000153 75848665

01 FC:481
02 FC:482

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TRADEMARK
REEL: 002219 FRAME: 0947

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 21, 2000 by and between IMPERIAL BANK ("Bank") and METAWAVE COMMUNICATIONS CORPORATION, a Delaware corporation ("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 Amended and Restated 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. Bank is willing to make the Loans to Grantor, but only upon 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 its 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 Collateral (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.

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 in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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:

10735 Willows Road NE
Redmond, WA 98052

Attn: John Schaller

METAWAVE COMMUNICATIONS CORPORATION

By: John Schaller

Title: Controller / Treasurer

BANK:

IMPERIAL BANK

Address of Bank:

5330 Carillon Point
Kirkland, WA 98033

Attn: Julia Doke

By: [Signature]

Title: AVP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
SMU software	TX4918589	07/09/98
Configuration Tool Embedded Software	(pending)	
Configuration Tool Application Software	(pending)	
Lamplighter System Configuration Tool	TX4829367	07/06/98
SMU 2.3 Software	TX5022904	07/30/99
Lamplighter System Configuration Tool Version 2.3	TX5033155	07/30/99

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
Cellular system signal conditioner	6,032,056	02/29/00
Diversity among narrow antenna beams	6,005,516	12/21/99
Multi-sector pivotal antenna system and method	5,969,689	10/19/99
Signal feed matrix lpa reduction system and method	5,955,920	09/21/99
Conical omni-directional coverage multibeam antenna	5,940,048	08/17/99
Mutiple beam planar array with parasitic elements	5,929,823	07/27/99
Signal feed matrix amplifier reduction system and method	5,917,371	06/29/99
Antenna deployment sector cell shaping system and method	5,889,494	03/30/99
Method and apparatus for improved control over cellular systems	5,884,147	03/16/99
Conicle omni-directional coverage multibeam antenna with parasitic elements	5,872,547	02/16/99
System and method for frequency multiplexing antenna signals	5,859,854	01/12/99
Cellular system conditioner which overrides a disconnect for active radios wirelessly communicating with mobiles located in pre-identified territorial positions	5,781,864	07/14/98
Narrow beam wireless systems with angularly diverse antennas	5,757,318	05/26/98
System and method for cellular beam spectrum management	5,745,841	04/28/98
Multiple beam antenna	D390,569	02/10/98
Mutiple beam antenna	D390,568	02/10/98
Mutiple beam antenna	D390,566	02/10/98
Narrow beam antenna systems with angular diversity	5,648,968	07/15/97
Narrow beam antenna systems with angular diversity	5,563,610	10/08/96
Forward Link TDMA Power Control System and Method	6,072,788	
TDMA Repeater Eliminating Feedback	6,061,548	

Embedded Digital Beam Switching

6,055,230

Input Specific Independent Sector Mapping

6,070,090

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
Sitesculptor	75/848,665	11/12/99
Syscal	75/762,760	07/28/99
Sector Synthesis	75/610,440	12/22/98
Spotlight	2,231,761	03/16/99
Lamplighter	2,302,617	12/21/99
Metawave	2,231,760	03/16/99
Metawave	2,212,549	12/22/98
Sitenet	75/325,856	07/17/97
Lighthouse	75/167,712	09/18/96
(Design only)	2,189,706	09/15/98