

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZeroG Wireless, Inc.		03/14/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3005 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77414115	EASYFI	
Serial Number:	77187769	THE 4TH AGE OF WIRELESS	
Serial Number:	77310482	ZERO G	
Serial Number:	78947856	ZEROG WIRELESS	
CORRESPONDENCE DATA			
Fax Number:	(650)493-6811		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-496-7543		
Email:	nbouch@wsgr.com		
Correspondent Name:	Nancy Bouch, Sr Paralegal c/o WSGR		
Address Line 1:	650 Page Mill Road		
Address Line 2:	FH 2-1 / P10		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	34404..014		
NAME OF SUBMITTER:	Nancy Bouch		

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Signature:	/s/Nancy Bouch
Date:	03/14/2008
Total Attachments: 6 source=Zero G - Trademark filing#page1.tif source=Zero G - Trademark filing#page2.tif source=Zero G - Trademark filing#page3.tif source=Zero G - Trademark filing#page4.tif source=Zero G - Trademark filing#page5.tif source=Zero G - Trademark filing#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Second Amendment Effective Date by and between SILICON VALLEY BANK ("Bank") and ZEROG WIRELESS, INC. ("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 the Effective Date (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). 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, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. 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, 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 Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D 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.

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.

Address of Grantor:

990 Almanor, Suite 250
Sunnyvale, CA 94805

Attn: Victoria L. Barklow


Address of Bank:

3979 Freedom Circle Street, Suite 600
Santa Clara, California 95054

Attn: Megan Moniz Willard

GRANTOR:

ZEROG WIRELESS, INC

By: 

Title: Vice President Finance

BANK:  JOHN CUNNINGHAM

SILICON VALLEY BANK

By: 

Title: VP

EXHIBIT A

Copyrights

Description	Registration/Application Number	Registration/Application Date
None		

EXHIBIT B

Patents and Patent Applications

Patents

Description	Patent Number	Registration Date
None		

Published Patent Applications

Description	Registration/ Application Number	Registration/ Application Date
Detail Intentionally Omitted		

Unpublished Patent Applications

Description	Registration/ Application Number	Registration/ Application Date
Detail Intentionally Omitted		

EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
EASYFI	77414115	05-Mar-2008
THE 4TH AGE OF WIRELESS	77187769	22-May-2007
ZEROG LOGO	77310482	22-Oct-2007
ZEROG WIRELESS	78947856	08-Aug-2006

EXHIBIT D

Mask Works

Description	Registration/ Application Number	Registration/ Application Date
None		