

EXHIBIT B

DESCRIPTION OF COLLATERAL

A first, continuing and indefeasible security interest in all of the tangible and intangible assets owned by OneComm Corporation, N.A., wherever located whether now owned or hereafter acquired by OneComm Corporation, N.A., together with all substitutions therefor and replacements or renewals thereof, and in all proceeds and products thereof, including, without limitation insurance proceeds (except for tangible and intangible assets upon which liens are permitted pursuant to Sections 9.2(l) and 9.2(n) of that certain Financing and Security Agreement dated July 28, 1995 by and between Motorola, Inc., Nextel Communications, Inc. and OneComm Corporation, N.A., provided that Motorola shall have a second priority lien with respect to such tangible and intangible assets to the extent permitted by the holder of the indebtedness that is so secured) all herein termed "Collateral." The Collateral shall include but shall not be limited to the following kinds and types of property:

- (a) accounts receivable (other than any attributable to sales of inventory);
- (b) chattel paper;
- (c) documents;
- (d) equipment;
- (e) Fixtures;
- (f) general intangibles, including without limitation and to the extent permitted by law (if any), any and all permits, licenses, franchises and any other authorization issued by the Federal Communications Commission ("FCC") or any other governmental agency, authority, board, commission or body for the direct or indirect benefit of OneComm Corporation, N.A., and including without limitation the "Licenses" as defined in the above-referenced Financing and Security Agreement (subject to government restrictions on the ability of OneComm Corporation to assign its interest in the "Licenses" pursuant to Section 12.1.2 of said Financing and Security Agreement);
- (g) instruments;
- (h) rights as seller of goods and rights to returned or repossessed goods;
- (i) subscriber contracts;
- (j) all records relating to the collateral;
- (k) all amounts that may be owing at any time and from time to time by Motorola to OneComm Corporation, N.A. in any capacity;
- (l) all stock delivered by OneComm Corporation, N.A. to Motorola pursuant to that certain Stock Pledge Agreement described in Section 6.2.9 of said Financing and Security Agreement.