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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Skybility		04/18/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	CalAmp Corp.	
Street Address:	1401 N. Rice Avenue	
City:	Oxnard	
State/Country:	CALIFORNIA	
Postal Code:	93030	
Entity Type:	CORPORATION:	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2749749	SKYBILITY

CORRESPONDENCE DATA

Fax Number: (805)988-7768

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

Phone: 805-988-8368

Email: nkubasak@nchc.com

Correspondent Name: Nickie F. Kubasak

Address Line 1: Nordman, Cormany, Hair & Compton

Address Line 2: P.O. Box 9100

Address Line 4: Oxnard, CALIFORNIA 93031

NAME OF SUBMITTER:	Nickie F. Kubasak	
Signature:	/s/	
Date:	05/03/2005	

Total Attachments: 3

TRADEMARK REEL: 003077 FRAME: 0473

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> TRADEMARK REEL: 003077 FRAME: 0474

TRADEMARK ASSIGNMENT

WHEREAS, Skybility, a California corporation, having its principal place of business at 2236 Rutherford Road, Suite 105, Carlsbad, California 92008 ("Assignor") is the owner of the U.S. Trademark Registration No. 2,749,749 on the attached Schedule A (the "Trademark");

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated April 18, 2005 (the "Purchase Agreement"), between Assignor and CalAmp Corp., a Delaware corporation ("Assignee"), having its principal place of business at 1401 N. Rice Avenue, Oxnard, California 93030, Assignee is purchasing said Trademark and the goodwill of the business associated therewith;

NOW, THEREFORE, in consideration of Assignee's acquisition of certain assets of Assignor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the terms and conditions of the Purchase Agreement, Assignor hereby assigns to Assignee, all right, title, and interest in and to said Trademark, together with the goodwill of the business to which the Trademark pertains, throughout the world, as required by 15 U.S.C. Sec. 1060 along with the right to recover for damages and profits for any past, present, or future infringements thereof.

Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts that Assignee may require in order to vest all of Assignor's right, title, and interest in and to the Trademark to Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Assignor, all at the expense of Assignee.

Executed this 14th day of April, 2005, at Costa Mesa, California.

SKYBILITY.

a California/corporation

By

1

Constantine, Vice President

"Assignor"

TRADEMARK REEL: 003077 FRAME: 0475

SCHEDULE A OF THE TRADEMARK ASSIGNMENT

Registered Trademark

Trademark	Registration No.	Goods
skybility	2,749,749	Wireless radio transceivers and modems in Class 9.

STATE OF CALIFORNIA)
COUNTY OF Orange)

On April 14, 2005, before me, Bornally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Parbara Older

BARBARA ALDER
Commission # 1390049
Notary Public - California
Orange County
My Comm. Expires Dec 14, 2006

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RECORDED: 05/03/2005

TRADEMARK
REEL: 003077 FRAME: 0477