

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

TELULAR CORPORATION

- Individual(s)
- General Partnership
- Corporation - State of Delaware
- Other - _____
- Association
- Limited Partnership

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

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

ADMINISTRADORA DE MARCAS RD, S. DE R.L. DE C.V.
Industriestrasse 7, CH-6301
Zug, Switzerland

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation - Mexico
- Other _____

Domestic representative is attached: Yes No
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other - _____
- Merger
- Change of Name

Execution Date: August 5, 2005

4. (A.) Trademark Application No.(s)

4. (B.) Trademark Registration No.(s)

1474007

Additional numbers attached? Yes No

5. Correspondence should be mailed to:

VICTOR M. TANNENBAUM
ABELMAN, FRAYNE & SCHWAB
666 Third Avenue
New York, New York 10017

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFT 3.41): \$ 40.00
 Enclosed
(The said Deposit Account should be charged for any official fee not fully covered by the enclosed check)

Authorized to be charged to deposit account
Deposit account number: 01-0035

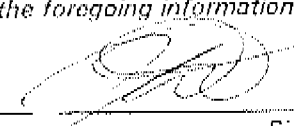
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

8. 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.

VICTOR M. TANNENBAUM
Name of Person Signing



Signature

10/17/05
Date

Total number of pages comprising cover sheet, attachments and documents: 9

GCH \$40.00 010035 1474007

ASSIGNMENT AGREEMENT

This Assignment Agreement is executed on the 5 day of August, 2005, by and between **TELULAR CORPORATION**, a corporation organized and existing under the laws of the State of Delaware, United States of America, with an office at 647 N. Lakeview Parkway, Vernon Hills, State of Illinois 60061, United States of America (hereinafter "ASSIGNOR") and **ADMINISTRADORA DE MARCAS RD, S. DE R.L. DE C.V.**, a company organized and existing under the laws of Mexico, with its principal office at Industriestrasse 7, CH-6301, Zug, Switzerland (hereinafter "ASSIGNEE").

WITNESSETH:

WHEREAS, ASSIGNOR is the owner of the trademark TELCEL in various countries of the world (hereinafter the "said Trademark"). The particulars of all the registrations and applications throughout the world for the said Trademark in the name of ASSIGNOR or ASSIGNOR's predecessors in interest are set forth on the attached Schedule A; and

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title and interest in and to the said Trademark and all registrations and applications for the said Trademark throughout the world.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows

Assignment

1. The ASSIGNOR hereby sells, assigns and transfers unto the said ASSIGNEE, its successors and assigns for the amount of USD\$10.00 (ten United States dollars), its entire right, title and interest in and to the said Trademark and all registrations and applications for the said Trademark throughout the world, together with that part of the goodwill of the ASSIGNOR's business connected with the use of and symbolized by the said Trademark. This Assignment also includes:

(a) the registrations and applications for the said Trademark set forth on the attached Schedule A, as well as all right, title and interest the ASSIGNOR may have to the said Trademark in all countries of the world, whether by use, registration, application or otherwise; and



(b) any claims, demands, damages, actions and/or causes of action based, in whole or in part, on infringement of the said Trademark by any third party including, without limitation, the right to recover for any past infringement thereof.

Representations and Warranties

2. ASSIGNOR represents that to the best of its knowledge it does not own any other trademark registration or application containing the trademark TELCEL, anywhere in the world in addition to those registrations listed in the attached Schedule A, and should same exist, by this Assignment, ASSIGNOR does hereby transfer all of its right, title and interest thereto to ASSIGNEE.

3. (a) ASSIGNOR represents and warrants to the best of its knowledge that:

(i) the said Trademark is free of all liens, encumbrances and security interests of any kind;

(ii) the said Trademark is not subject to any licenses permitting the use of the said Trademarks in any country of the world;

(iii) the said Trademark may be assigned by ASSIGNOR and such assignment does not violate any agreement to which ASSIGNOR is a party;

(iv) ASSIGNOR has not granted any consents or entered into any co-existence agreements with any party with respect to the use of the said Trademark or any trademarks confusingly similar thereto;

(v) the registrations for the said Trademark are existing.

(vi) there are no pending litigations, oppositions or infringement actions filed or claimed by any third party with respect to the said Trademark;

(vii) there are no third party rights that would prevent the use of the said Trademark by ASSIGNEE;



(viii) there are no pending litigations, oppositions or infringement actions filed or claimed by ASSIGNOR against any third party based on ASSIGNOR's ownership of the said Trademark.

(b) In the event that ASSIGNOR is in breach of the representations or warranties set forth in paragraph 3(a)(i) above with respect to the liens recorded in the United States Trademarks Office in favor of Wells Fargo Business Credit, Inc. or Sanwa Business Credit Corporation or its predecessor, Fleet Business Credit Corporation (now known as BAL Finance LLC), ASSIGNOR shall be liable for all damages caused to ASSIGNEE as a result of such breach.

Additional Documents

4. ASSIGNOR agrees to execute whatever documents are necessary, in ASSIGNEE's opinion and at any time as may be requested by ASSIGNEE, and to cooperate in the recording and transfer of the said Trademark assigned hereunder. The recordal of the assignment of the said Trademark to ASSIGNEE, or a designee of ASSIGNEE, shall be prosecuted by ASSIGNEE or counsel of ASSIGNEE'S choosing and all costs in connection with the recordal of the assignments shall be borne by ASSIGNEE. ASSIGNOR further agrees to provide to ASSIGNEE any documents or information that ASSIGNEE may require to maintain or apply for registration of the said Trademark or to support any infringement proceeding, at no cost to ASSIGNEE.

Trademark Ownership

5. ASSIGNOR, on behalf of itself and any affiliated or related companies of ASSIGNOR, recognizes ASSIGNEE'S ownership and title to the said Trademark and ASSIGNOR, or any of its affiliates or related companies, shall not, directly or indirectly, claim adversely to ASSIGNEE any right, title or interest in and to the said Trademark nor shall ASSIGNOR, or any of its affiliates or related companies, attack the validity of this Assignment. ASSIGNOR, on behalf of itself and any of its affiliated or related companies, also agrees not to attempt to register or to use or to aid any third party in attempting to register or to use any trademark or service mark at any part of the world which may be in the opinion of ASSIGNEE, confusingly similar to the said Trademark.



Transfer of Files

6. Upon execution of this Agreement, ASSIGNOR shall:

(a) Immediately transfer to ASSIGNEE or to ASSIGNEE'S counsel all files and Certificates of Registration in ASSIGNOR'S possession with respect to the said Trademark;

(b) Advise all counsel prosecuting any matters related to the said Trademark of this Assignment and instruct such counsel to act on the future instructions of ASSIGNEE or ASSIGNEE'S counsel

Domiciles and Notices.

7. For purposes of this Agreement, the parties designate as their domiciles and addresses for notifications the following:

(a) If to ASSIGNEE: **ADMINISTRADORA DE MARCAS RD,
S. DE R.L. DE C.V.**
Industriestrasse 7 CH-6301
Zug, Switzerland.
Fax No.: +4141 781 50 22.
Attention: Iris Kehrli Frick

with a copy to: Lago Alberto 366, Colonia Anáhuac, Delegación
Miguel Hidalgo, C.P. 11320, México, D.F., Mexico.
Fax No.: +52 (55) 2581 4183
+ 52 (55) 2581 4440
Attention: Alejandro Luis Padilla González.

(b) If to ASSIGNOR: **TELULAR CORPORATION**
647 N. Lakeview Parkway,
Vernon Hills, Illinois 60061
Fax No.: (847) 247-0021
Attention: Jeff Herrmann

Law

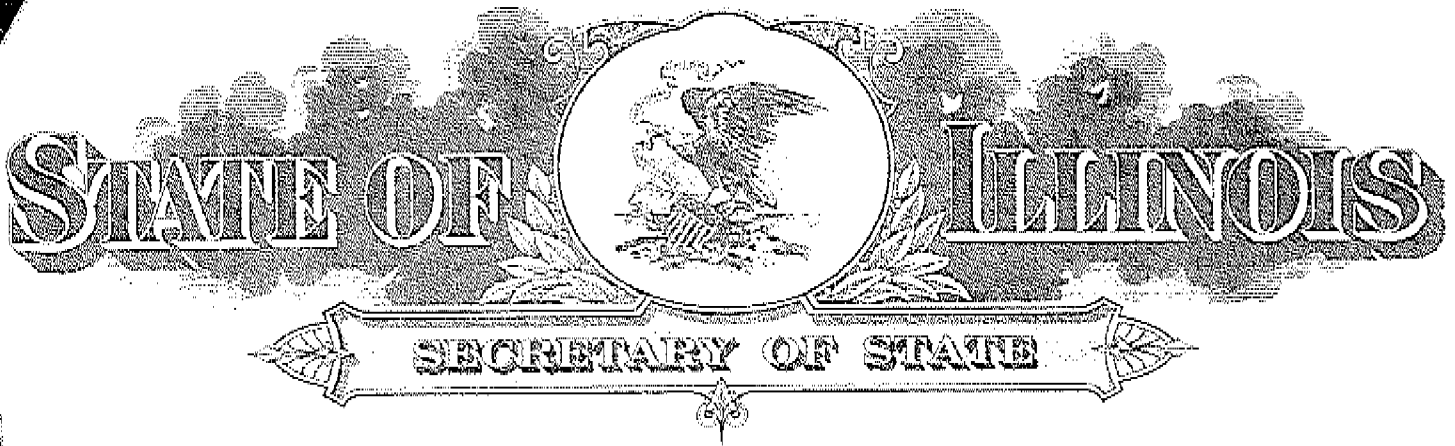
8. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, United States of America.

Arbitration

9. Any dispute that arises under this Agreement will be submitted to arbitration before

the American Arbitration Association (AAA) in New York in accordance with the commercial arbitration





SPRINGFIELD, ILLINOIS

APOSTILLE

(Convention de La Haye du 5 Octobre 1961)

- 1. Country: United States of America
- This public document
- 2. has been signed by REBECCA DEMUNDA
- 3. acting in the capacity of NOTARY PUBLIC, LAKE COUNTY
- 4. bears the seal/stamp of STATE OF ILLINOIS

Certified

- 5. Springfield, Illinois
- 6. AUGUST 31, 2005
- 7. by the Secretary of State, State of Illinois
- 8. No. S05KL17382
- 9. Seal/Stamp:
- 10. Signature:

Jesse White

JESSE WHITE
SECRETARY OF STATE
STATE OF ILLINOIS



TRADEMARK

REEL: 003209 FRAME: 0540

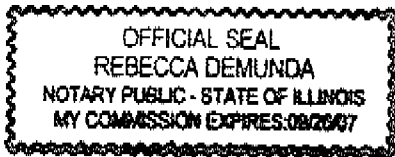
es of the AAA, or, by consent of both parties, to other established alternative dispute resolution in lieu of litigation. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

IN WITNESS WHEREOF, the parties hereunto executed this instrument this 5-day of

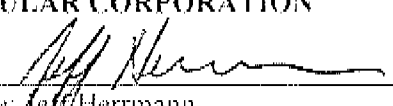
August, 2005.

SUBSCRIBED AND SWORN TO
BEFORE ME THIS 29 day of
August, 2005.


NOTARY PUBLIC



TELULAR CORPORATION

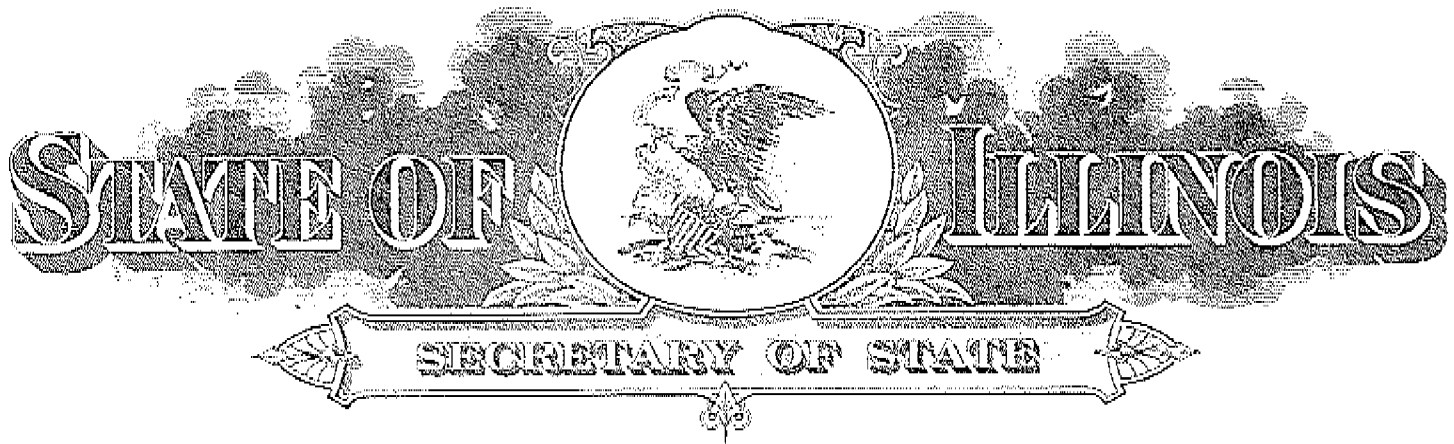
By 
Name: Jeff Herrmann,
Title: Executive Vice President

ADMINISTRADORA DE MARCAS RD, S.
DE R.L. DE C.V.

By 
Name: Iris Kehrli Frick
Title: Manager

By 
Name: Jürg Dannecker,
Title: Manager





SPRINGFIELD, ILLINOIS

AEOSVILLE

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JESSE WHITE
 SECRETARY OF STATE
 STATE OF ILLINOIS




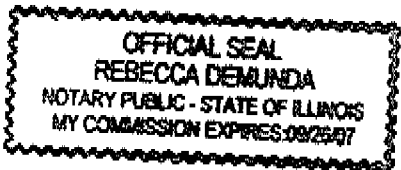
SCHEDULE A

<u>Country</u>	<u>Trademark</u>	<u>Number</u>
United States of America	TELCEL	1474007
Bolivia	TELCEL	C-61390


IN WITNESS WHEREOF, the parties hereunto executed this instrument this 5-day of August, 2005.

SUBSCRIBED AND SWORN TO
BEFORE ME THIS 5 day of
August, 2005.

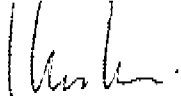

NOTARY PUBLIC



TELULAR CORPORATION

By 
Name: Jeff Herrmann,
Title: Executive Vice President

ADMINISTRADORA DE MARCAS RD, S.
DE R.L. DE C.V.

By 
Name: Iris Kehrli Frick
Title: Manager

By 
Name: Jürg Dannecker.
Title: Manager

