(Rev. 07/05)

08-01-2006



U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office

OMB No. 0651-0027 (exp. 06/30/2008)	84301
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Please record the attached documents or the new address(es) below.
1. Name of conveying party(ies):	2. Name and address of receiving party(ies):
Telular Corporation	Additional name(s) of conveying parties attached? Yes No
	Name: Silicon Valley Bank
	Internal Address Loan Documentation HF 154
☐ Individual(s) ☐ Association ☐ Limited Partnership	Street Address: 3003 Tasman Dr.
☑ Corporation-State	City Santa Clara State CA Country USA
☐ Other	City Santa Clara
Additional name(s) of conveying parties attached? ☐Yes ☒ No	Country USA
3. Nature of conveyance/ Execution Date(s):	State CA Country USA Zip 95054
•	
Execution Date(s): 06/27/06	Association Citizenship
☐ Assignment ☐ Merger	
	Corporation Citizenship
Security Agreement	Other Citizenship If assignee is not domiciled in the United States, a domestic representative
	designation is attached: Yes No
Other	(Designations must be a separate document from assignment)
4. Application number(s) or registration number(s) and id	entification or description of the Trademark:
A. Trademark Application No.(s)	B. Trademark Registration No.(s) 1,897,417 1,855,592
	1,845,080
	1,852,941
	1,534,082
	1,484,110
C. Identification or Description of Trademark(s) (and Filing Da	
Registration Number is unknown):	
5. Name and address of party to whom correspondence	6. Total number of applications and
concerning document should be mailed:	registrations involved: 6
Name: Silicon Valley Bank	
	7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$165.00
Internal Address: Loan Collateral HF154	Authorized to be charged by credit card
Street Address: 3003 Tasman Dr.	☐ Authorized to be charged to deposit account ☐ Enclosed
Street Address. 3003 Tasman Dr.	Linciosed
City: Santa Clara State: CA ZIP: 95054	8. Payment Information:
Phone Number: (408) 654-4042	a. Credit Card Last 4 Numbers
	Expiration Date
Fax Number: (408) 654-6313	b. Deposit Account Number
Email Address: Idc@svbank.com	Authorized User Name
	b. Deposit Account Number Authorized User Name
O Cimpatura Z & Zvict	7-25-06
9. Signature. Signature	Date
Clove (Clo Army Wiker)	1
Name of Person Staning	Total number of pages including cover sheet, attachments, and document:
Name of Ferson Signing	Sheet, attachments, and document.

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 27th day of June, 2006 by and between TELULAR CORPORATION, a Delaware corporation with its chief executive office located at 647 N. Lakeview Parkway, Vernon Hills, Illinois 60061 ("Grantor"), and SILICON VALLEY BANK, a California-chartered bank, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at 230 W. Monroe, Suite 720, Chicago, Illinois 60606 ("Lender").

RECITALS

- A. Lender has agreed to make advances of money and to extend certain financial accommodations to Grantor (the "Loan"), pursuant to a certain Loan and Security Agreement dated as of June 27, 2006 between Grantor and Lender, as may be amended from time to time (as amended, the "Loan Agreement"). The Loan is secured pursuant to the terms of the Loan Agreement. Lender is willing to enter into certain financial accommodations with Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works, and other assets, to secure the obligations of Grantor under the Loan Agreement. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 (as defined therein).
- 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 Grantor's Indebtedness (as defined below), Grantor hereby represents, warrants, covenants and agrees as follows:
- 1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Lender (hereinafter, the "Indebtedness"), including, without limitation, under the Loan Agreement, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its registered and unregistered intellectual property collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:
 - (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on **EXHIBIT A** attached hereto (collectively, the "Copyrights");
 - (b) Any and all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
 - (c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;
 - (d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on **EXHIBIT B** attached hereto (collectively, the "Patents");

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- (c) Any trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on **EXHIBIT C** attached hereto (collectively, the "Trademarks");
- (f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on **EXHIBIT D** attached hereto (collectively, the "Mask Works");
- (g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights, including, without limitation those set forth on **EXHIBIT E** attached hereto (collectively, the "Licenses"); and
- (i) All amendments, extensions and renewals of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.
- 2. <u>Authorization and Request</u>. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement, and any amendments thereto, or copies thereof.
 - 3. <u>Covenants and Warranties</u>. Grantor represents, warrants, covenants and agrees as follows:
 - (a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business.
 - (b) Performance of this IP Agreement does not conflict with or result in a breach of any material agreement to which Grantor is bound.
 - (c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement;
 - (d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim (other than claims that have been resolved in Grantor's favor) has been made that any part of the Intellectual Property Collateral violates the rights of any third party;
 - (e) Grantor shall promptly advise Lender of any material adverse change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;
 - (f) Grantor shall (i) in its reasonable business judgment, protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) use its best efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Lender in writing of material infringements detected and (iii) in its reasonable business judgment, not allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public

without the written consent of Lender, which shall not be unreasonably withheld or delayed, unless Grantor determines that reasonable business practices suggest that abandonment, forfeiture or dedication to the public is appropriate.

- (g) Grantor shall take such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Intellectual Property Collateral;
- (h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral this IP Agreement will create, at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Lender a valid and perfected first priority security interest and collateral assignment in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement;
- (i) To its knowledge, except for, and upon, the filing of UCC financing statements, or other notice filings or notations in appropriate filing offices, if necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (a) for the grant by Grantor of the security interest granted hereby, or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (b) for the perfection in the United States or the exercise by Lender of its rights and remedies thereunder;
- (j) All information heretofore, herein or hereafter supplied to Lender by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.
- (k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations bereunder without Lender's prior written consent, which consent shall not be unreasonably withheld or delayed. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts.
- (I) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Lender in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral or the rights and remedies of Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.
- 4. <u>Lender's Rights.</u> Lender shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.
- 5. <u>Inspection Rights.</u> Grantor hereby grants to Lender and its employees, representatives and agents (provided that such employees, representatives and agents are bound by appropriate confidentiality obligations) the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than once in every six (6) months; provided, however, nothing herein shall entitle Lender access to Grantor's trade secrets and other proprietary information.

6. Further Assurances: Attorney in Fact.

- (a) On a continuing basis, Grantor will, upon request by Lender, subject to any prior licenses, cucumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Lender, to perfect Lender's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Intellectual Property Collateral.
- Works in the United States Copyright Office unless it: (i) has given at least fifteen (15) days' prior written notice to Lender of its intent to register such Copyrights or Mask Works and has provided Lender with a copy of the application it intends to file with the United States Copyright Office (excluding exhibits thereto); (ii) executes a security agreement or such other documents as Lender may reasonably request in order to maintain the perfection and priority of Lender's security interest in the Copyrights proposed to be registered with the United States Copyright Office; and (iii) records such security documents with the United States Copyright Office, contemporaneously with filing the Copyright application(s) with the United States Copyright Office, together with evidence of the recording of the security documents necessary for Lender to maintain the perfection and priority of its security interest in such Copyrights or Mask Works. Grantor shall provide written notice to Lender of any application filed by Grantor in the United States Patent Trademark Office for a patent or to register a trademark or service mark within 30 days of any such filing.
- (c) Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Lender or otherwise, from time to time in Lender's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:
 - (i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and
 - (ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, or other notice filings or notations in appropriate filing offices, relative to any of the Intellectual Property Collateral, without notice to Grantor, with all appropriate jurisdictions, as Louder deems appropriate, in order to further perfect or protect Lender's interest in the Intellectual Property Collateral.
- 7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:
 - (a) An Event of Default occurs under the Loan Agreement; or any document from Grantor to Lender; or
 - (b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement.
- 8. Remedies. Upon the occurrence and continuance of an Event of Default, Lender shall have the right to exercise all the remedies of a secured party under the Illinois Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in

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which Lender has a security interest and to make it available to Lender at a place designated by Lender. Subject to the rights of third parties, to the extent such third parties' rights are senior to Lender, Lender shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Lender to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

- Indemnity. Grantor agrees to defend, indemnify and hold harmless Lender and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following or consequential to transactions between Lender and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Lender's gross negligence or willful misconduct.
- Termination. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Londer shall execute and deliver to Grantor all releases, terminations, and other instruments as may be necessary or proper to release the security interest hereunder.
- Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.
- 12. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.
- 13. Counterparts. This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.
- Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF ILLINOIS IN ANY ACTION, SUIT. OR PROCEEDING OF ANY KIND, AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT IF FOR ANY REASON LENDER CANNOT AVAIL ITSELF OF THE COURTS OF THE STATE OF ILLINOIS, GRANTOR ACCEPTS JURISDICTION OF THE COURTS AND VENUE IN SANTA CLARA COUNTY, CALIFORNIA. NOTWITHSTANDING THE FOREGOING, THE LENDER SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST THE GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH THE LENDER DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR TO OTHERWISE ENFORCE THE LENDER'S RIGHTS AGAINST THE GRANTOR OR ITS PROPERTY.

GRANTOR AND LENDER EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

15. <u>Confidentiality</u>. In handling any confidential information, Lender shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (i) to Lender's subsidiaries or affiliates in connection with their present or prospective business relations with Grantor; (ii) to prospective transferees or purchasers of any interest in the Loans; (iii) as required by law, regulation, subpoena, or other order, (iv) as required in connection with Lender's examination or audit; and (v) as Lender considers appropriate in exercising remedies under this Agreement. Confidential information does not include information that either: (a) is in the public domain or in Lender's possession when disclosed to Lender, or becomes part of the public domain after disclosure to Lender; or (b) is disclosed to Lender by a third party, if Lender reasonably does not know that the third party is prohibited from disclosing the information.

EXECUTED on the day and year first written above.

Address of Grantor:

GRANTOR:

TELULAR CORPORATION

6006/

JOSE Home

Title: EUP & COO/CFO

SILICON VALLEY BANK

Ву

Name:___

Title:

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Exhibit "A" attached to that certain Intellectual Property Security Agreement dated June 27, 2006.

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

COPYRIGHT DESCRIPTION REGISTRATION NUMBER

DATE OF ISSUANCE

None

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

FIRST DATE

COPYRIGHT DESCRIPTION APPLICATION NUMBER

DATE OF FILING

DATE OF CREATION OF PUBLIC

DISTRIBUTION

None

SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

DATE AND RECORDATION NUMBER OF IP AGREEMENT WITH OWNER OR ORIGINAL

GRANTOR IF

ORIGINAL AUTHOR

AUTHOR OR OWNER OR OWNER OF

OF COPYRIGHT

COPYRIGHT IS DIFFERENT FROM

COPYRIGHT DATE OF **DESCRIPTION CREATION** FIRST DATE OF DISTRIBUTION

IS DIFFERENT FROM GRANTOR

GRANTOR

None

Exhibit "B" attached to that certain Intellectual Property Security Agreement dated June 27, 2006.

EXHIBIT "B"

PATENTS

PATENT

DESCRIPTION DOCKET NO. COUNTRY SERIAL NO. FILING DATE STATUS

Alternate	Title	Country	App \$	App Date	Patent#	Issue Date
4001379.0018	SYSTEM FOR	Argentina	305,786	11/4/1986	241358	5/29/1992
	INTERFACING A	1		1	ì	
	STANDARD					
	TELEPHONE SET WITH	Ì		1	İ	
	A RADIO TRANSCEIVER	<u> </u>	1	1	<u> </u>	1
4001379.0312	METHOD AND	Australia	200048258	5/8/2000	755501	3/27/2003
	APPARATUS FOR	ļ	ļ		1	
	INTERFACING A			1		
	CELLULAR FIXED		1	1	ļ	
	WIRELESS TERMINAL		-	1		
	THE EXTENSION SIDE					ļ
	OF A PBX/PABX				<u> </u>	
4001379.0751	SELF-DIAGNOSTIC	Australia	64431/94	3/2/1994	674406	3/2/1994
	SYSTEM FOR	į			1	
	CELLULAR-	i		1	1	
	TRANSCEIVER			1	į.	
	SYSTEMS WITH			1		
	REMOTE-REPORTING		1	ĺ	i	
	CAPABILITIES			<u> </u>		
4001379.0004	SYSTEM FOR	Australia	U\$86/61009	8/8/1986	603061	11/2/1988
	INTERFACING A					
	STANDARD	ł				
	TELEPHONE SET WITH					
	A RADIO TRANSCEIVER				<u>.j.</u>	
4001379.0059	SYSTEM FOR	Australia	70137/91	1/31/1991	634337	8/8/1986
	INTERFACING A]	i			ł
	STANDARD					
	TELEPHONE SET WITH					Ī
	A RADIO TRANSCEIVER			1		1
4001379.0019	SYSTEM FOR	Bahrain	429/87	9/26/1987	BP 917	9/26/1987
	INTERFACING A					
	STANDARD					
	TELEPHONE SET WITH					
	A RADIO TRANSCEIVER			j]
4001379.0006	SYSTEM FOR	Belgium	PVO 217268	10/7/1986	905569	10/31/1986
	INTERFACING A	Ĭ		1		
	STANDARD				1	
	TELEPHONE SET WITH			1		1

Alternate	Title	Country	App \$	App Date	Patent #	Issue Date
	A RADIO TRANSCEIVER					
4001379.0750	SELF-DIAGNOSTIC	Сапада	2354,789	3/2/1994	2,154,789	4/20/1999
	SYSTEM FOR					
	CELLULAR-				1	
	TRANSCEIVER					ĺ
	SYSTEMS WITH		\			
	REMOTE-REPORTING	Ī				
	CAPABILITIES				1	
4001379.0286	METHOD OF	European	99912 329.2	3/3/1999		
	DETERMINING END-OF-	(E.P.O.)	-37.12.515.12			1
	DIALING FOR				•	
	CELLULAR INTERFACE		ľ			
	COUPLING A					
	STANDARD					
	TELEPHONE TO THE					
	CELLULAR NETWORK	ŀ		I		
4001379.0016	SYSTEM FOR	Greece	86.2545	10/14/1986	86.2545	10/14/1986
700107710010	INTERFACING A	1310000	00.2545	10/14/1900	30.2545	10/14/1980
	STANDARD	İ	1			
	TELEPHONE SET WITH	Ì	-			
	A RADIO TRANSCEIVER					
4001379.0017	SYSTEM FOR	Japan	223483/1986	9/18/1986	1,729,408	1/29/1993
	INTERFACING A	Jupan	223403/1700	3/10/1300	1,,,2,,,,,,	1/25(1995
	STANDARD			i		
	TELEPHONE SET WITH	l			1	
	A RADIO TRANSCEIVER					
4001379.0288	METHOD OF	Mexico	002855	3/23/2000		
	DETERMINING END-OF-	********	140200	5.20.200		
	DIALING FOR	ŀ		1		
	CELLULAR INTERFACE	1				
	COUPLING A	İ	ŀ			
	STANDARD					
	TELEPHONE TO THE	ļ	1			
	CELLULAR NETWORK					
4001379,0331	METHOD AND	Mexico	9201786	4/15/1992	174818	6/16/1994
	APPARATUS FOR		7201700		** 1010	O ROLLY
	PROVIDING ANSWER					
	SUPERVISION					
4001379,0061	SYSTEM FOR	New	231,653	11/7/1986	231,653	11/7/1989
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	STANDARD	~,,-		ļ		
	TELEPHONE SET WITH		1			
	A RADIO TRANSCEIVER				ŀ	
4001379.0015	SYSTEM FOR	Panama	043,755	3/20/1987	043,755	4/29/1988
	INTERFACING A		- 12,122	2,23,130,	13,153	
	STANDARD					
	TELEPHONE SET WITH					•
	A RADIO TRANSCEIVER			1]	
4001379.0289	METHOD OF	Philippines	1-2000-00312	2/14/2000		
	DETERMINING END-OF-	- withhman	1 2000-00312	2/ X-11/2000		
	DIALING FOR		1			
	CELLULAR INTERFACE					
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Alternate	Title	Country	App \$	App Date	Patent #	Issue Date
	COUPLING A					
	STANDARD					ļ
	TELEPHONE TO THE		ĺ			
	CELLULAR NETWORK		į			
4001379.0280	SELF-DIAGNOSTIC	United	09/392,017	9/8/1999	6,690,923	2/10/2004
	SYSTEM FOR	States of				
	CELLULAR-	America		1	1	1
}	TRANSCEIVER	(USA)	İ			
1	SYSTEMS WITH			1	[
1	REMOTE-REPORTING				İ	-
	CAPABILITIES					
4001379.0309	CONCURRENT	United	09/167,928	1/23/2001	6,775,522	8/10/2004
	WIRELESS/LANDLINE	States of				
	INTERFACE	America			İ	
]	APPARATUS AND	(USA)			1	
	METHOD	L			ı	
4001379.0305	CONCURRENT	United	09/727,738	2/20/2001	6,783,517	8/31/2004
]	WIRELESS/LANDLINE	States of		-		i
	INTERFACE	America		 		
	APPARATUS AND	(USA)				
	METHOD					
4001379.0790	CONCURRENT	United	10/768,004	2/2/2004		
	WIRELESS/LANDLINE	States of				
	INTERFACE	America			[
	APPARATUS AND	(USA)				
	METHOD	1				
4001379.0792	Apparatus For Wirelessly-	United	10/823,881	4/15/2004	7,024,189	4/4/2006
	Coupling A Bluetooth-	States of			ļ	
	Wireless Cellular Mobile	America				į
	Handset To A Docking	(USA)				
	Station For Connecting A Standard Telephone Set To	1	1		}	
	The Ceilular Network			[
4001379.0795	Apparatus to Wireless by	United	10/892,971	7/19/2004	7,069,006	6/27/2006
100127310732	Coupling Bluetooth	States of	10/092,971	7/19/2004	1,009,000	0/2//2006
•	Coupling Diacroom	America			1	
		(USA)	ļ			
4001379.0800	Method and Apparatus for	United	11/292,040	12/1/2005	<u> </u>	
	Improving Premises-Line	States of	1.0.254,010	121,2005		1
	Call Availability in an	America	}	j		
	Alarm System	(USA)	}	Ì		
400 1379.0802	Apparatus for wirelessly-	United	11/348,209	2/6/2006	 	
	coupling a Bluetooth-	States of			ļ	
	wireless cellular mobile	America				
ı	handset to a docking station	(USA)				
	for connecting a standard	'				
	telephone set to the cellular					
, , , , , , , , , , , , , , , , , , , ,	network		1			
4 001379. 0 277	METHOD AND	United	09/409,891	10/1/1999	6,615,056	9/2/2003
	APPARATUS TO	States of				
	PROTECT FIXED	America				
	WIRELESS TERMINAL	(USA)		<u> </u>		

Alternate	Title	Country	App S	App Date	Patent #	Issue Date
	FROM FOREIGN					
	VOLTAGE AT THE TIP					
	AND RING				ŀ	
	CONNECTION					
4001379.0248	CONCURRENT	United	08/528,067	9/14/1995	5,812,637	9/22/1998
	WIRELESS/LANDLINE	States of		}		
	INTERFACE	America	-			
	APPARATUS WITH	(USA)]	
	TESTING MEANS				Ì	
4001379.0278	METHOD AND	United	09/408,709	9/30/1999	6.324,410	11/27/2001
	APPARATUS FOR	States of				
	INTERFACING A	America		ł	}	
	CELLULAR FIXED	(USA)	ĺ			
	WIRELESS TERMINAL	1				
	TO THE EXTENSION	1				İ
	SIDE OF A PBX/PABX	<u> </u>				
4001379.0336	METHOD AND	United	10/298,479	11/18/2002	6,973,165	12/6/2005
	APPARATUS FOR	States of	Ì			1
	IMPROVING PREMISES-	America				1
	LINE CALL	(USA)				1
	AVAILABILITY IN AN					-
	At-ARM SYSTEM	;			l	
4001379.0333	DEVICE FOR	United	10/303,693	11/25/2002	6,825,762	11/30/2004
	DIRECTING A PREMISES	States of	ļ			•
	ALARM PANAL	America		ļ		
		(USA)			<u> </u>	
4001379.0265	METHOD OF	United	09/954,050	4/1/1998	6,035,220	3/7/2000
	DETERMINING END-OF-	States of		İ	Į	-
	DIALING FOR	America				
	CELLULAR INTERFACE	(USA)	Ì			
	COUPLING A			1	l	
	STANDARD				l	
	TELEPHONE TO THE	1		- [}	
4001050 0545	CELLULAR NETWORK					
4001379.0746	SELF DIAGNOSTIC	United	08/505,868	7/24/1995	5,859,894	1/12/1999
	SYSTEM FOR	States of			ļ	
	CELLULAR-	America		1		
	TRANSCEIVER	(USA)			I	
	SYSTEMS WITH			1	l	
	REMOTE-REPORTING]	
4001379.0784	CAPABILITIES					
400),379.0784	SELF DIAGNOSTIC	United	99/160,995	9/25/1998	5,966,428	10/12/1999
	SYSTEM FOR	States of			ļ	
	CELLULAR	America	ł			
	'TRANSCEIVER SYSTEMS WITH	(USA)		1		
	REMOTE-REPORTING					
400 1379.07[]	CAPABILITIES SELECTION OF THE DIAGNOSTIC	** **	100/00 5 000			
1) (10.8) (1 00+	SELF DIAGNOSTIC	United	08/205,029	3/2/1994	5,469,494	11/21/1995
	SYSTEM FOR CELLULAR-	States of	<u> </u>			
	1	America				
	TRANSCEIVER SYSTEMS WITH	(USA)				
	PATOLENIO WILL					

Alternate	Title	Country	App \$	App Date	Patent #	Issue Date
	REMOTE-REPORTING					
	CAPABILITIES	<u> </u>	Į.		ļ	İ
4001379.0236	CONCURRENT	United	08/369,539	1/5/1995	5,71.5,29	2/3/1998
	WIRELESS/LANDLINE	States of			6	1
	INTERFACE	America			1	
	APPARATUS AND	(USA)]		1	
	METHOD	_				
4001379.0233	CONCURRENT	United	08/309,845	9/20/1994	5,946,616	8/31/1998
	WIRELESS/LANDLINE	States of			}	
	INTERFACE	America			ł	
	APPARATUS AND	(USA)				
4001070 0070	METHOD	ļ			· 	
4001379.0072	HOUSING FOR A	United	291007,574	4/24/1993	DES.	8/5/1995
] }	CELLULAR INTERFACE	States of			362,003	
	UNIT	America				
4001379.0089	DEDCOMAL	(USA)	016.100	10/0/2005	 	1.0.00
AND TO LESSON	PERSONAL COMMUNICATIONS	United	016,120	12/8/1993	DES.	1/24/1995
	SYSTEM BASESTATION	States of			354,749	
	5151EM BASESTATION	America (USA)			1	1
4001379.0021	SYSTEM FOR	United	947,630	12/30/1986	4 505 056	4/10/1000
4001317.0021	INTERFACING A	States of	947,030	12/30/1986	4,737,973	4/12/1988
	STANDARD	America				
	TELEPHONE SET WITH	(USA)			1	1
	A RADIO TRANSCEIVER	(USA)				
4001379.0040	MICROPROCESSOR	United	07/266093	11/2/1988	4868319	9/19/1989
	CONTROLLED	States of	01/200095	11/2/1900	4000313	2/ 12/ 1202
	AMPLIFIER	America			1	1
		(USA)			1	
4001379.0266	METHOD OF	United	09/021,961	2/11/1998	†	
	AUTOMATICALLY	States of			ŀ	
	SETTING CELLULAR	America	1			1
	RADIO MODULATION	(USA)	1		1	
	LEVEL FOR FAX, DATA			1		
	TRANSMISSION					
4001379.0301	CALL ID	United	09/692,666	10/19/2000		
		States of		İ		1
		America	1		ŀ	
4001379.0341.		(USA)			ļ	
40013/9.0341.	APPARATUS THAT	United	10/459,374	6/11/2003	6,778,824	8/17/2004
	CONNECTS A	States of]
	BLUETOOTH ENABLED	America				İ
	MOBILE HANDSET WIRELESSLY TO PLAIN	(USA)				
	OLD TELEPHONE					
	SERVICE			1		
4001379.0894	Short Synchronization Time	United	09/280,400	2/20/2000	6 606 300	0/03/0355
100101014	Data Moden	States of	03/200,400	3/29/1999	6,625,209	9/23/2003
		America				
		(USA)	-	ł		
i						
1001379.0805	Cellular Telephone-Modem	United	877,244	6/17/1997	5,873,039	2/16/19 99

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated June 27, 2006.

EXHIBIT "C"

TRADEMARKS

TRADEMARK

DESCRIPTION COUNTRY SERIAL NO. REG. NO. STATUS

Mark	Alternate#	Country	Serial Na.	Filing Date	Reg. No.	Reg. Date
TELULAR	4001379.0791	Australia	954122	5/15/2003	954122	1/8/2004
TELULAR	4002379,0157	Austria	AM 5489/93	11/2/1993	1.52679	5/18/1994
TELULAR	4001379.0123	Bolivia	802	3/24/1994	68964-C	11/16/1998
PHONECELL	4001379.0224	Brazil	817665455	2/21/1996	817665455	2/21/1996
TELULAR	4001379.0074	Brazil	817665412	2/21/1996	81.7665412	2/21/1996
AXCELL	4001379.0243	Canada	763,862	9/25/1994	457018	5/3/1996
PCS ONE	4D013790117	China	784643	10/21/1995	784645	10/21/1995
TELCEL	4001379.0237	China	914463	9/14/1996	914463	12/14/1996
PCS ONE	4001379.0239	China	914464	2/27/1995	914464	12/14/1996
PHONECELL	4001379,0000	China	924462	12/13/1996	914462	12/13/1996
TELULAR	4001379,0079	Colombia	184375	11/30/1995	184375	11/30/1995
TELULAR	4001379.0164	India	262227	9/29/1995	682032	9/29/1995
TELULAR	4001379.0176	Israel	90222	12/7/1993	90222	7/1.2/1993
PHONECELL	4001379,01.77	Israel	90223	12/7/1993	90223	8/5/1997
TELULAR	4001379.0148	Luxembourg	804043	9/30/1993	538494	9/30/1993
T PLUS DESIGN	4001379,0050	Mexico	84,909	4/6/1990	384,359	4/6/1990
CNTE PLUS DESIGN	4001379,0051	Mexico	84,901	4/6/1990	395, 6 15	4/6/1990
TELULAR	4001379,0052	Mexico	84,900	4/6/1995	384,358	4/6/1990
CNTE PLUS DESIGN	4001379,0056	Mexico	100,543	11/8/1990	401,285	11/8/1990
PHONECELL	4001379.0125	Mexico	182264	9/1/1994	600605	2/19/1999
TELULAR	4001379.0073	Nigeria	18693/93	7/30/1993	18693/93	7/30/199 3
PHONECELL	4001.379,0141	Peru	232.621.	12/7/1993	06297	3121/1994
TELULAR	4001379,0078	Peru	003548	11/29/1993	003548	11/29/1993
TELULAR	4001.379.0186	Philippines	91105	2/18/2994	54029	1/9/1997
TELULAR	4001379.0130	Portugal	295.433	10/20/1993	295433	12/20/1994
PHONECELL	4001379.0131	Portugal	295.432	10/20/1993	295432	12/20/1994
TELULAR	4001379.0193	South Africa	938462	9/22/1993	93/08462	9/22/1993
TELULAR	4001379.0180	South Korea	93-36690	9/23/1994	307436	1/28/1995
TELULAR	4001379.0080	Spain	1757697	4/23/1993	1757697	2/5/1996
TELULAR	4001379.0230	US	74/520,927	5/9/1994	1,897,41.7	6/6/1995
HEXAGON LOGO	4001379.0069	US	74/349,224	1/19/1993	1,845,080	7/12/1994
PHONECELL	4001379.0064	US	74/318,593	9/29/1992	1,852,941	9/6/1994
CELJACK	4001379,0038	US	73/748,188	8/25/1988	1,534,082	4/11/1989
TELULAR	4001379.0026	US	73/665,853	6/11/1987	1,484,110	4/12/1988
TELGUARD	4001379.0605	USA	74/443,036	10/1/1993	1,855,592	9/27/1994
TELULAR.=	4001.379.0075	Venezuela	P-185063	2/2/1996	P-185063	2/2/1996