

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CalAmp Solutions, Inc.		08/09/2007	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MIR3, Inc.		
<b>Street Address:</b>	11455 El Camino Real, Suite 360		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92130		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3153828	TELALERT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(858)450-8499		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	858-450-8400		
<b>Email:</b>	jcwilson@hewm.com		
<b>Correspondent Name:</b>	John C. Wilson, Heller Ehrman LLP		
<b>Address Line 1:</b>	4350 La Jolla Village Drive		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92122		
<b>ATTORNEY DOCKET NUMBER:</b>	40363-0006		
<b>NAME OF SUBMITTER:</b>	John C. Wilson		
<b>Signature:</b>	/john c. wilson/		
<b>Date:</b>	09/07/2007		

CH \$40.00 3153828

Total Attachments: 2

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of August 9, 2007 by CalAmp Corp., a Delaware corporation ("Parent"), and CalAmp Solutions, Inc., a California corporation and a wholly-owned subsidiary of Parent ("Subsidiary," and together with Parent, "Assignor"), in favor of MIR3, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the following trademark, including all common law rights, registrations and applications therefor (the "Assigned Trademark"), and the goodwill associated therewith:

<u>Mark</u>	<u>U.S. Reg. No.</u>
TELALERT	3,153,828

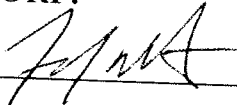
WHEREAS, Assignee desires to acquire all right, title and interest in and to the Assigned Trademark, and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor makes the following assignment and agrees as follows:

1. **Definitions.** Capitalized terms used in this instrument shall have the meanings given them in the Asset Purchase Agreement among Buyer, Parent and Subsidiary dated as of August 8, 2007 (the "Purchase Agreement").
2. **Assignment.** Assignor hereby grants, transfers, assigns and conveys to Assignee, its licensees, successors and assigns, its entire right, title and interest in and to the Assigned Trademark anywhere in the world, together with the goodwill of the business associated therewith, and the right to sue for and collect damages for infringements or other violations of the same, including for past infringements or other violations.
3. **Miscellaneous.** Assignor agrees to execute and deliver all necessary or desirable documents, forms, or other materials to record the transfer effected by this Assignment.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized representative.


**CALAMP CORP.**

By: 

Name: FRED STURM

Title: CEO

**CALAMP SOLUTIONS, INC.**

By: 

Name: FRED STURM

Title: CEO