OP \$215.00 319811

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Junxion, Inc.		08/01/2008	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Sierra Wireless America, Inc.		
Street Address:	2290 Cosmos Court		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92011		
Entity Type:	CORPORATION: DELAWARE		

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3198118	JUNXION
Registration Number:	3068129	
Registration Number:	3367375	
Registration Number:	3232631	JUNXION BOX
Serial Number:	77114041	WAN ALIVE
Serial Number:	77114043	FIELD COMMANDER
Serial Number:	77114045	JUNXION COMPLETE
Serial Number:	77114048	WAN JUGGLER

CORRESPONDENCE DATA

Fax Number: (714)279-0724

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

Phone: 714-279-9159

Email: dstewart@gtilaw.com

Correspondent Name: Dana E. Stewart

Address Line 1: 505 S. Villa Real Drive, Suite 102

TRADEMARK REEL: 003891 FRAME: 0683

900121180

Address Line 4: Anaheim Hills, CALIFORNIA 92807			
ATTORNEY DOCKET NUMBER:	1658		
NAME OF SUBMITTER:	Dana E. Stewart		
Signature:	/Dana E. Stewart/		
Date:	11/20/2008		
Total Attachments: 3 source=SignedAssgt(Sierra)US11.20.08#page1.tif source=SignedAssgt(Sierra)US11.20.08#page2.tif			

source=SignedAssgt(Sierra)US11.20.08#page3.tif

TRADEMARK REEL: 003891 FRAME: 0684

TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into by and between JUNXION, INC., a Washington State corporation with a place of business at 820 NE 45th Street, Second Floor, Seattle, WA 98105, U.S.A. ("Assignor"), and SIERRA WIRELESS AMERICA, INC. a Delaware corporation, having an address at 2290 Cosmos Court, Carlsbad, CA 92011, U.S.A. ("Assignee"), and is effective as of August 1, 2008.

WHEREAS:

- A. Assignor is the sole owner of the trademarks listed in Exhibit A hereto (the "Marks");
- B. Assignor wishes to assign and Assignee wishes to acquire the entire right, title and interest in and to the Marks.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and the other consideration paid pursuant to the Asset Purchase Agreement dated July 25, 2008 between the parties hereto, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows

- 1. Assignor hereby sells, assigns, transfers and sets over to Assignee, all of the Assignor's right, title and interest in and to the Marks, and the goodwill of the business symbolized by the Marks, together with all rights and privileges granted and secured thereby including, without limitation, the right to sue and recover for any past infringement or unauthorized use, said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.
- 2. Assignor will execute all instruments and documents of further assurance and will do any and all such acts as may be reasonably required to carry out its obligations and to consummate the transactions contemplated herein.
- 3. This Assignment Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Delaware, and the state and federal courts located in Delaware.
- 4. This Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

JUNXI	ION, INC.
By Name: Title:	DANO HSIAN CEO

SIERRA WIRELESS AMERICA, INC.

Ву	
Name:	
Title:	

TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into by and between JUNXION, INC., a Washington State corporation with a place of business at 820 NE 45th Street, Second Floor, Seattle, WA 98105, U.S.A. ("Assignor"), and SIERRA WIRELESS AMERICA, INC. a Delaware corporation, having an address at 2290 Cosmos Court, Carlsbad, CA 92011, U.S.A. ("Assignee"), and is effective as of August 1, 2008.

WHEREAS:

- A. Assignor is the sole owner of the trademarks listed in Exhibit A hereto (the "Marks");
- B. Assignor wishes to assign and Assignee wishes to acquire the entire right, title and interest in and to the Marks.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and the other consideration paid pursuant to the Asset Purchase Agreement dated July 25, 2008 between the parties hereto, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows

- 1. Assignor hereby sells, assigns, transfers and sets over to Assignee, all of the Assignor's right, title and interest in and to the Marks, and the goodwill of the business symbolized by the Marks, together with all rights and privileges granted and secured thereby including, without limitation, the right to sue and recover for any past infringement or unauthorized use, said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.
- Assignor will execute all instruments and documents of further assurance and will do any and all
 such acts as may be reasonably required to carry out its obligations and to consummate the transactions
 contemplated herein.
- 3. This Assignment Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Delaware, and the state and federal courts located in Delaware.
- 4. This Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

Ву			
Name:			
Title:			
	./		
By	COUT L	CCHENON int, CEO	

50621046.1

EXHIBIT A

Mark	Country	Registration Number	Filing Date	Current Status
Junxion (Word Mark)	US	3,198,118	March 23, 2005	Registered
"Bug Design" Logo	US	3,068,129	March 25, 2005	Registered
Green Pantone Colour	US	3,367,375	September 7, 2005	Registered
Junxion Box	US	3,232,631	October 24, 2005	Registered
WAN Alive	US		February 22, 2007	Published for Opposition March 4, 2008
Field Commander	US		February 22, 2007	Published for Opposition March 18, 2008
Junxion Complete	US		February 22, 2007	Final Office Action pending approval of revision of goods description
Wan Juggler	US		February 22, 2007	Published for Opposition March 25, 2008

50621046.1

RECORDED: 11/20/2008

TRADEMARK
REEL: 003891 FRAME: 0687