

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Laurus Master Fund, Ltd.		01/08/2010	COMPANY: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	Digilog Inc.		
Street Address:	1600 Parkwood Circle		
Internal Address:	Suite 200		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1274953	DIGILOG	
CORRESPONDENCE DATA			
Fax Number:	(404)252-0970		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-252-0900		
Email:	jeff@sladlaw.com		
Correspondent Name:	Jeffrey B. Sladkus, Esq.		
Address Line 1:	1827 Powers Ferry Road		
Address Line 2:	Building 6, Suite 200		
Address Line 4:	Atlanta, GEORGIA 30339		
NAME OF SUBMITTER:	Jeffrey B. Sladkus		
Signature:	/Jeffrey B. Sladkus/		
Date:	04/07/2010		

OP \$40.00 1274953

Total Attachments: 5

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LV ADMINISTRATIVE SERVICES, INC.
335 Madison Avenue, 10th Floor
New York, New York 10017

January 8, 2010

Numerex Corp.
1600 Parkwood Circle, Suite 500
Atlanta, GA 20339-2119
Attention: Chief Executive Officer

Re: Payoff

Ladies and Gentlemen:

The undersigned, LV Administrative Services, Inc., as administrative and collateral agent for the benefit of the undersigned Investors (the "Agent"), has been advised by Numerex Corp. (the "Parent") and the Parent's subsidiaries and affiliates (collectively, together with the Parent, the "Company") that the Company intends to repay all outstanding obligations (collectively, the "Obligations") of the Company to the Investors under that certain Securities Purchase Agreement dated as of May 30, 2006 by and between the Company and Laurus Master Fund, Ltd. (In Liquidation) (as amended, restated, modified and/or supplemented from time to time and together with the Related Agreements referred to therein and any other agreements or documents related thereto, the "Transaction Documents"). The Payoff Amount (as defined below) plus any applicable per diem interest amount should be wire transferred to Agent pursuant to the following wire instructions:

Bank: [REDACTED]
ABA #: [REDACTED]
Account #: [REDACTED]
Account Name: [REDACTED]
Re: [REDACTED]

Based on Agent's and each Investor's books and records, the total amount of the Obligations if paid prior to 5:00 p.m. (New York time) on January 8, 2010 (the "Payoff Date") is [REDACTED] (the "Payoff Amount"), which amount includes all principal, interest, fees, costs, redemption costs, expenses and liquidated damages as of such date; provided, however, that if the Payoff Amount is not received by 5:00 p.m. on the Payoff Date, per diem interest at [REDACTED] per day shall be due until payment is so received.

Agent and each Investor hereby acknowledge and agree that, effective immediately upon Agent's receipt of payment of the Payoff Amount and any applicable per diem interest, without further action on the part of the parties hereto that, (i) all of the Obligations (except for obligations pursuant to (x) indemnification and other provisions of the Transaction Documents and related documentation which by their terms survive the payment of the Obligations and (y)

Payoff Letter

warrants received by any Investor from the Company) shall be paid and discharged in full, and, (ii) all security interests and liens which the Company may have granted to Agent and/or any Investor in respect of the Obligations shall be terminated in all respects.

Agent and each Investor hereby agree that all of their respective agreements with the Company, that do not otherwise automatically terminate upon the repayment in full of the Obligations shall terminate upon receipt of the Payoff Amount and be of no further force and effect, other than in respect of (x) indemnification and expense reimbursement provisions of such agreements and such other provisions thereof as expressly survive the payment in full of the Obligations or (y) any warrants received by any Investor from the Company. In conjunction therewith, Agent agrees to execute and deliver such releases, termination statements or directions to terminate, as the Company may reasonably require in order to effectuate the intent of this letter, all to be prepared by the Company and filed at the Company's sole cost and expense. Agent hereby authorizes the Company or its counsel to prepare and file such necessary UCC financing statement amendments and termination statements without Agent's signature to terminate Agent's security interests in the Collateral (as defined in the Transaction Documents) of the Company, and any other intellectual property releases or other releases as the Company may reasonably require in order to effectuate the intent of this letter; provided that such financing statement amendments, termination statements, intellectual property releases and other releases are in a form and substance reasonable acceptable to Agent.

Agent further agrees, from time to time after receipt of the Payoff Amount, at the Company's sole expense, to execute and deliver to the Company such further instruments and documents that are provided to Agent and to take such further actions as may be reasonably necessary to fully affect the foregoing releases, discharges and terminations contemplated herein. The Agent shall promptly mark each Note issued pursuant to the Transaction Documents as "cancelled" and return the original Notes to the Company.

For the avoidance of doubt, upon receipt of the Payoff Amount, that certain Securities Purchase Agreement dated as of December 29, 2006 by and between the Company and Laurus Master Fund, Ltd. (In Liquidation) (as amended, restated, modified and/or supplemented from time to time and together with the Related Agreements referred to therein and any other agreements or documents related thereto, the "December Transaction Documents") shall be deemed terminated in all respects (except for obligations pursuant to (x) indemnification and other provisions of the December Transaction Documents and related documentation which by their terms survive the payment of the Obligations and (y) warrants received by any Investor from the Company)

This letter agreement shall be governed by and construed in accordance with the laws of the State of New York.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

This letter agreement may be executed in one or more counterparts each of which taken together shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed an original signature hereto.

Very truly yours,

LV ADMINISTRATIVE SERVICES, INC., as
Agent

By: 

Name:

Title:

Acknowledged and Agreed to
as of this day of January 2010:

INVESTORS:

VALENS OFFSHORE SPV I, LTD.

By: Valens Capital Management, LLC, its
investment manager

By: 

Name:

Title:

PSOURCE STRUCTURED DEBT LIMITED

By: Laurus Capital Management, its
investment manager

By: 

Name:

Title:

COMPANY:

NUMEREX CORP.

By: _____
Name: _____
Title: _____

BROADBAND NETWORKS, INC.

By: _____
Name: _____
Title: _____

DCX SYSTEMS, INC.

By: _____
Name: _____
Title: _____

DIGILOG, INC.

By: _____
Name: _____
Title: _____

CELLEMEERY LLC

By: _____
Name: _____
Title: _____

CELLEMEERY SERVICES, LLC

By: _____
Name: _____
Title: _____

NUMEREX SOLUTIONS LLC

By: _____
Name: _____
Title: _____

UPLINK SECURITY, LLC

By: _____
Name: _____
Title: _____

uBLIP, INC.

By: _____
Name: _____
Title: _____

ORBIT ONE COMMUNICATIONS, LLC

By: _____
Name: _____
Title: _____