

# 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
Cellemetry, LLC		04/07/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Numerex Corp.		
Street Address:	1600 Parkwood Circle		
Internal Address:	Suite 200		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2311139	CELLEMETRY	
Registration Number:	2004693	CELLEMETRY	
Registration Number:	2436937	DIGICELL	
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		

900161659

TRADEMARK  
REEL: 004201 FRAME: 0613

OP \$90.00 2311139

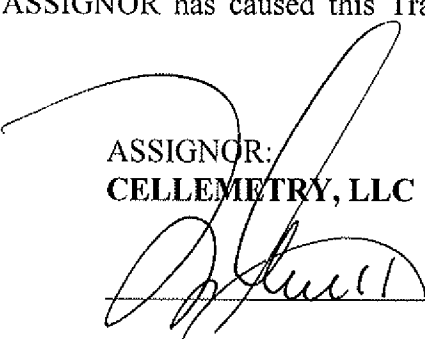
Signature:	/Jeffrey B. Sladkus/
Date:	05/07/2010
Total Attachments: 2 source=Cellemetry Assignment#page1.tif source=Cellemetry Assignment#page2.tif	

## TRADEMARK ASSIGNMENT

For good and valuable consideration, receipt of which is acknowledged, effective as of April 7, 2010 (the "Effective Date") the undersigned Cellemetry, LLC, a Delaware Limited Liability Company, ("ASSIGNOR"), hereby irrevocably sells, assigns, transfers and conveys unto Numerex Corp., a Pennsylvania Corporation, ("ASSIGNEE"), all right, title and interest in and to: **(a)** the trademarks listed on the attached **Schedule A** (the "Marks"); **(b)** any and all registrations of the Marks throughout the world, including in the United States of America (hereinafter referred as the "U.S."), whether state or federal; **(c)** any and all applications throughout the world, including the U.S., to register the Marks, whether state or federal; **(d)** all common law rights in, to and under the Marks whether in the U.S. or abroad; **(e)** all other rights in, to and under the Marks, together with the goodwill of the business symbolized by the Marks; **(f)** any and all rights to royalties, profits, compensation, license fees or other payments or remuneration of any kind relating to the Marks or the goodwill under the Marks; and **(g)** all claims or causes of action ASSIGNOR has or may have in connection with the Marks anywhere in the world, including, but not limited to, the right to sue and recover damages for any and all past infringements of any of the Marks in the U.S.

IN WITNESS WHEREOF, ASSIGNOR has caused this Trademark Assignment to be executed as of the Effective Date.

ASSIGNOR:  
**CELLEMETRY, LLC**

  
\_\_\_\_\_  
Michael Marett  
President



**SCHEDULE A**

<b><u>TRADEMARK</u></b>	<b><u>REGISTRATION NO.</u></b>	<b><u>COUNTRY</u></b>
CELLEMETRY	TMA526632	Canada
CELLEMETRY	2311139	United States
CELLEMETRY	2004693	United States
DIGICELL	2436937	United States