

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Novatel Wireless, Inc.		06/10/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as Collateral Agent		
Street Address:	677 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	U.S. branch of a Swiss banking corporation:		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3173683		
Registration Number:	3259180	CONVERSA	
Registration Number:	3030189	FREEDOM BOX	
Registration Number:	3772854	MIFI	
Registration Number:	2999453	EXPEDITE	
Serial Number:	77925397	NOVACORE	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038266-0179		

OP \$165.00 3173683

900164833

~~TRADEMARK~~
REEL: 004226 FRAME: 0222

NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	06/16/2010
Total Attachments: 7 source=NovateITSA1#page1.tif source=NovateITSA1#page2.tif source=NovateITSA1#page3.tif source=NovateITSA1#page4.tif source=NovateITSA1#page5.tif source=NovateITSA1#page6.tif source=NovateITSA1#page7.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of June 10, 2010, by Novatel Wireless, Inc., a Delaware corporation, and NovAtel Wireless Solutions, Inc., a Delaware corporation (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent indemnification obligations) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing

in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

NOVATEL WIRELESS, INC.,
as Pledgor

By: 
Name: Kenneth G. Leddon
Title: Senior Vice President and Chief
Financial Officer

NOVATEL WIRELESS SOLUTIONS, INC.,
as Pledgor

By: _____
Name: Peter V. Leparulo
Title: President

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

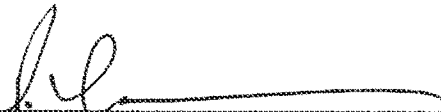
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Very truly yours,

NOVATEL WIRELESS, INC.,
as Pledgor

By: _____
Name: Kenneth G. Leddon
Title: Senior Vice President and Chief
Financial Officer

NOVATEL WIRELESS SOLUTIONS, INC.,
as Pledgor

By:  _____
Name: Peter V. Leparulo
Title: President

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

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as Pledgor


By: _____
Name: Kenneth G. Leddon
Title: Senior Vice President and Chief
Financial Officer

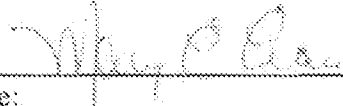
NOVATEL WIRELESS SOLUTIONS, INC.,
as Pledgor

By: _____
Name: Peter V. Leparulo
Title: President

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By:  _____
Name: Lisa R. Goss
Title: Associate Director
Banking Products
Services, US

By:  _____
Name: Mary E. Evans
Title: Associate Director
Banking Products
Services, US

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Owner	Mark	Serial No.	Filing Date	Registration No.	Registration Date
Novatel Wireless, Inc.	The mark consists of a stylized horseshoe design.	78734481	October 17, 2005	3173683	November 21, 2006
Novatel Wireless, Inc.	CONVERSA	78510996	November 3, 2004	3259180	July 3, 2007
Novatel Wireless, Inc.	FREEDOM BOX	78303539	September 22, 2003	3030189	December 13, 2005
Novatel Wireless, Inc.	MIFI	77628921	December 8, 2008	3772854; 1009590 (Int'l Registration No.)	April 6, 2010
Novatel Wireless, Inc.	EXPEDITE	76236619	March 30, 2001	2999453	September 27, 2005

Trademark Applications:

Owner	Mark	Serial No.	Filing Date	Registration No.
Novatel Wireless, Inc.	OVATION	78510992	November 3, 2004	TBD
Novatel Wireless, Inc.	TOTALMOBILEIN TERNET	77620717	November 24, 2008	TBD / 1005943 (Int'l Registration No.)
Novatel Wireless, Inc.	TOTALMOBILEIN TERNET (with the colors white, blue and green)	77620706	November 24, 2008	TBD / 1005809 (Int'l Registration No.)
Novatel Wireless, Inc.	NOVASPEED	77528592	July 22, 2008	TBD / 0994099 (Int'l Registration No.)
Novatel Wireless, Inc.	MIFI FREEDOM.MY WAY.	77821791	September 8, 2009	TBD
Novatel Wireless, Inc.	MIFI	77821772	September 8, 2009	TBD
Novatel Wireless, Inc.	MIFI INTELLIGENT MOBILE HOTSPOT	77820976	September 4, 2009	TBD
Novatel Wireless, Inc.	FREEDOM. MY WAY.	77820974	September 4, 2009	TBD
Novatel Wireless, Inc.	NOVACORE	77925397	February 1, 2010	TBD
Novatel Wireless, Inc.	NOVADRIVE	77925394	February 1, 2010	TBD

Owner	Mark	Serial No.	Filing Date	Registration No.
Novatel Wireless, Inc.	MIFI	77824249	September 10, 2009	TBD
Novatel Wireless, Inc.	MIFI	77824239	September 10, 2009	TBD
Novatel Wireless, Inc.	MIFI	77824228	September 10, 2009	TBD
Novatel Wireless, Inc.	MIFI (Stylized)	77820973	September 4, 2009	TBD