

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323428

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Patent and Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Novatel Wireless, Inc.		10/31/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	2450 Colorado Avenue, Suite 3000 W		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3848324	NOVASPEED	
Registration Number:	2999453	EXPEDITE	
Registration Number:	3173683		
Registration Number:	3846394	FREEDOM. MY WAY.	
Registration Number:	3772854	MIFI	
Registration Number:	4411306	MIFI INTELLIGENT MOBILE HOTSPOT	
Registration Number:	4407261	MIFI	
Registration Number:	4407263	MIFI	
Registration Number:	4407264	MIFI FREEDOM.MY WAY.	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-739-3000		
Email:	jennifer.evans@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	058438-0540		
NAME OF SUBMITTER:	Jennifer C. Evans		

CH \$240.00 3848324

SIGNATURE:	/jce/
DATE SIGNED:	11/17/2014
Total Attachments: 14 source=Patent and Trademark Security Agreement (Novatel Wireless, Inc.)#page1.tif source=Patent and Trademark Security Agreement (Novatel Wireless, Inc.)#page2.tif source=Patent and Trademark Security Agreement (Novatel Wireless, Inc.)#page3.tif source=Patent and Trademark Security Agreement (Novatel Wireless, Inc.)#page4.tif source=Patent and Trademark Security Agreement (Novatel Wireless, Inc.)#page5.tif source=Patent and Trademark Security Agreement (Novatel Wireless, Inc.)#page6.tif source=Patent and Trademark Security Agreement (Novatel Wireless, Inc.)#page7.tif source=Patent and Trademark Security Agreement (Novatel Wireless, Inc.)#page8.tif source=Patent and Trademark Security Agreement (Novatel Wireless, Inc.)#page9.tif source=Patent and Trademark Security Agreement (Novatel Wireless, Inc.)#page10.tif source=Patent and Trademark Security Agreement (Novatel Wireless, Inc.)#page11.tif source=Patent and Trademark Security Agreement (Novatel Wireless, Inc.)#page12.tif source=Patent and Trademark Security Agreement (Novatel Wireless, Inc.)#page13.tif source=Patent and Trademark Security Agreement (Novatel Wireless, Inc.)#page14.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of October 31, 2014, is made by and between Novatel Wireless, Inc., a Delaware corporation (the "Company"), having a business location at the address set forth below next to its signature, and Wells Fargo Bank, National Association (together with its successors and assigns, "Wells Fargo"), having a business location at the address set forth below next to its signature.

Recitals

A. Company, certain Affiliates of the Company, and Wells Fargo are parties to a Credit and Security Agreement dated as of the date hereof (as amended, supplemented or restated from time to time, the "Credit Agreement"), setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Company and Company's Affiliates.

B. As a condition to extending credit to or for the account of Company, Wells Fargo has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, in each case to the extent constituting Collateral, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A, other than those patents and related rights sold under the SIS Agreement (as defined in the Credit Agreement).

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to:
(i) trademarks, service marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, in each case to the extent constituting Collateral, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants Wells Fargo a security interest (the "Security Interest"), with power of sale to the extent

permitted by this Agreement, the Credit Agreement, or law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in the Collateral. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. §1060.

3. Representations, Warranties and Agreements. Company represents, warrants, and agrees as follows:

(a) **Existence; Authority.** Company is a limited liability company duly organized, validly existing and in good standing under the laws of its state of formation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Company.

(b) **Patents.** Exhibit A accurately lists United States all registered Patents owned or controlled by Company as of the date hereof, or to which Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the United States registration of Patents as of the date hereof. If after the date hereof, Company owns, controls or has a right to have assigned to it any United States registered Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the registration of such Patents, then Company shall within 30 days after the end of each fiscal quarter of Company provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all United States registered Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of United States registered Trademarks and all applications and registrations pertaining to United States registration of Trademarks as of the date hereof. If after the date hereof, Company owns or controls any registered Trademarks not listed on Exhibit B (other than common law marks which are not material to Company's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the registration of Trademarks, then Company shall within 30 days after the end of each fiscal quarter of Company provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Company; or (ii) notify Wells Fargo of such item(s) and cause such Affiliate to execute and deliver to Wells

Fargo a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Power of Attorney.** To facilitate Wells Fargo's exercising its rights under this Agreement, Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Wells Fargo, upon the occurrence and during the continuance of an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. [Reserved].

5. [Reserved].

6. Remedies. Upon the occurrence and during the continuance of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions in accordance with the terms of the Credit Agreement:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Company or Wells Fargo

under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Wells Fargo, and Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

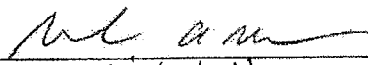
8. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; ARBITRATION. The terms of Section 13 of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*.

[signature on next page]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Novatel Wireless, Inc.
9645 Scranton Road, Suite 205
San Diego, California 92121
Attn: Chief Financial Officer

NOVATEL WIRELESS, INC.

By: 
Print Name: Michael Newman
Title: Chief Financial Officer

Wells Fargo Bank, National Association
2450 Colorado Avenue, Suite 3000W
Santa Monica, California 90404
Attn: Relationship Manager - Novatel

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____
Print Name: _____
Title: Authorized Signatory

DB2/25392290

WFB/Novatel Wireless, Inc.
Patent and Trademark Security Agreement

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Novatel Wireless, Inc.
9645 Scranton Road, Suite 205
San Diego, California 92121
Attn: Chief Financial Officer

NOVATEL WIRELESS, INC.

By: _____
Print Name: _____
Title: _____

Wells Fargo Bank, National Association
2450 Colorado Avenue, Suite 3000W
Santa Monica, California 90404
Attn: Relationship Manager – Novatel

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____
Print Name: JAMES CAMPBELL
Title: Authorized Signatory

DB2/ 25392290

WFB/Novatel Wireless, Inc.
Patent and Trademark Security Agreement

TRADEMARK

REEL: 005402 FRAME: 0397

EXHIBIT A

UNITED STATES ISSUED PATENTS

Title	Patent Number	Issued	Filed
Systems and methods for intelligent inter-system handoff	6,829,481	12/7/2004	5/15/2001
Systems and methods for a multi-platform wireless modem	7,024,223	4/4/2006	3/5/2002
Complete message delivery to multi-mode wireless modem	7,392,039	6/24/2008	3/13/2002
Complete Message Delivery to Multi-Mode Communication Method	8,170,554	5/1/2012	6/23/2008
System and method for limiting a wireless communication device to a specified geographic zone	7,826,856	11/2/2010	6/8/2006
Method and apparatus for routing voice traffic over residential gateway	7,925,265	4/12/2011	10/14/2005
System and method for provisioning a wireless device to only be able to access network services within a specific location	8,064,884	11/22/2011	10/14/2005
System and method for provisioning a wireless device to only be able to access network services within a specific location	8,401,519	3/19/2013	11/22/2011
Method and apparatus for low power operation of RF modem	6,799,030	9/29/2004	10/11/2001
Distributed architecture wireless RF modem	6,928,301	8/9/2005	8/8/2001
Distributed architecture wireless RF modem	7,636,585	12/22/2009	8/8/2005
Distributed architecture wireless RF modem	7,945,290	5/17/2011	12/21/2009

Title	Patent Number	Issued	Filed
Method and apparatus for distributed data transfer over multiple independent wireless networks	7,224,964	5/29/2007	8/23/2001
Method and apparatus for distributed ATA transfer over multiple independent wireless networks	7,917,129	3/29/2011	5/29/2009
Methods and Apparatus for Distributed Data Transfer over Multiple Independent Wireless Networks	8442504	5/14/2013	3/8/2012
Method and apparatus for distributed ATA transfer over multiple independent wireless networks	8,521,142	8/29/2013	4/26/2011
Position Based Automatic Configuration of Portable Device	8565779	10/22/2013	4/20/2007
System and Method for Accessing Data and Applications on a Host When the Host is in a Dormant State	8,806,028	8/12/2014	4/26/2007
Mesh Network Connecting 3G Wireless Routers	8,233,396	7/31/2012	3/19/2009
Mesh Network Connecting 3G Wireless Routers	8,837,291	9/16/2014	3/19/2009
Electronic component cover and arrangement	8,009,441	8/30/2011	12/21/2009
System and method for Traffic Prioritization	8,351,330	1/8/2013	9/17/2009
System, Method and Device for switching between wwan and wlan in a mobile wireless hotspot device	8,446,830	5/21/2013	12/22/2009
Efficient Vertical Handoffs	8730914	5/20/2014	4/7/2011

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Title	Patent Number	Issued	Filed
Efficient Vertical Handoffs	8489093	7/16/2013	4/7/2011
System and Method for seamlessly increasing download throughput	8712473	4/9/2014	6/28/2012

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UNITED STATES PATENT APPLICATIONS

Filing Number	Name	Pub Number
13/186392	System and Method for Secure Communication over a Wireless Network	20120272310
12/938347	System and Method for Limiting a Wireless Device to a Specified Geographic Zone	2011-0136513
13/303067	System and Method for Provisioning a Wireless Device to Only be Able to Access Network Services within a specific location	2012-006674
13/846739	System and Method for Provisioning a Wireless Device to Only be Able to Access Network Services within a specific location	20140120873
13/078812	Mesh Network Connecting 3G Wireless Routers	2012-0051343
13/159321	Wireless Router Systems and Methods	2011-0305199

Filing Number	Name	Pub Number
13/562,052	Mesh Networks Connecting 3G Wireless Routers	2012/0287899
12/509300	Method and Apparatus for Loading Landing Page	20140164630
13/899425	Switching between WWAN and Wlan in a Mobile Wireless Hotspot Device	2014-0153556
13/347446	Method and Apparatus for Loading Landing Page	2012-0179785
13/347422	System and Method for Controlling Power Levels Based on Host Identification	2013-0178178
13/361836	System and Method for Managing Output Energy Levels	20130194746
13/361842	Mobile Hotspot Device and Battery	2013-0195088
13/471264	System and Method of Utilizing Wireless USB Device as Local Proxy for Cloud Storage	2013-034866

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Filing Number	Name	Pub Number
13/830414	Integrated Personal Hotspot and Car Charging Adapter Device	20140269649
13/842836	Methods and Apparatus for Modeling, Monitoring, Estimating and Controlling power consumption in battery operated devices	20140095091
13/772224	Dynamic Quality of Service for Control of Media Streams Using Feedback From the Local Environment	20140237079
61/807,165	Improved Radio Modem Antenna	NA

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS AND SERVICE MARKS

COUNTRY	MARK	CLASS	SERIAL NO. FILE DATE:	REG. NO. ISSUE DATE
U.S.	NOVASPEED	9	77/528,592 7/22/08	3,848,324 9/14/10
U.S.	EXPEDITE	9	76/236,619 3/3/01	2,999,453 9/27/05
U.S.		9	78/734,481 10/17/2005	3,173,683 11/21/06
U.S.	FREEDOM. MY WAY.	9	77/820,974 9/4/09	3,846,394 9/7/10
U.S. [Parent of WIPO Reg.]	MIFI	9	77/628,921 12/8/08	3,772,854 4/6/10
U.S.	MIFI INTELLIGENT MOBILE HOTSPOT	9	77/820,976 9/4/09	4,411,306 10/1/13
U.S.	MiFi (Stylized)	9	77/820,973 9/4/09	4,407,261 9/24/13
U.S.		9	77/821,772 9/8/09	4,407,263 09/24/13
U.S.		9	77/821,791 9/8/09	4,407,264 9/24/13

COUNTRY	MARK	CLASS	SERIAL NO. FILE DATE:	REG. NO. ISSUE DATE
U.S.	MIFI	9	77/824,228 9/10/09	4,407,265 9/24/13

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RECORDED: 11/17/2014

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