

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405921

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Novatel Wireless, Inc.		11/08/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Inseego Corp.		
Street Address:	9645 Scranton Road		
Internal Address:	Suite 205		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86939469	CHARIOT	
Serial Number:	86939529	CHARIOT	
Serial Number:	87191692	IGNITE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	prosecutiondocketing@paulhastings.com		
Correspondent Name:	Paul Hastings LLP		
Address Line 1:	4747 Executive Dr.		
Address Line 2:	12th Floor		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	92334.00021		
NAME OF SUBMITTER:	Laura C. Yip		
SIGNATURE:	/Laura C. Yip/		
DATE SIGNED:	11/17/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (“*Assignment*”) is made and entered into as of November 8, 2016 by and between Inseego Corp., a Delaware corporation having a principal place of business at 9645 Scranton Road, Suite 205, San Diego CA 92121 (“*Assignee*”) and Novatel Wireless, Inc., a Delaware corporation having a principal place of business at 9645 Scranton Road, Suite 205, San Diego CA 92121 (“*Assignor*”).

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement entered into on even date herewith (the “*Agreement*”), pursuant to which Assignor has agreed to transfer to Assignee and Assignee has agreed to acquire from Assignor various assets, including without limitation, the trademarks set forth on Schedule A hereto and described below; and

WHEREAS, Assignee desires to acquire Assignor’s entire right, title and interest in and to such trademarks;

NOW, THEREFORE, in consideration of the Consideration (as defined in the Agreement), the mutual covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee all of Assignor’s right, title and interest in and to the trademarks registrations and applications set forth on Schedule A (the “*Marks*”), together with the goodwill of the business symbolized by and associated with the Marks, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all claims for damages by reason of past, present and future infringements of the Marks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **REGISTRATION.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any jurisdiction foreign to the United States, including but not limited to those listed on Schedule A hereto, charged with the registration and issuance of trademarks in such jurisdictions to record Assignee as the owner of the Marks and to issue to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument, all future certificates, notices and any other communications and documents bearing on the Marks.

3. **GENERAL.** Assignor agrees to perform, at Assignee’s reasonable request and at Assignee’s cost and expense, such reasonable acts as are necessary to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest in the Marks assigned to Assignee hereunder. This Assignment shall be construed in accordance with, and governed in all

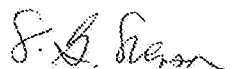
respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws). Each party expressly and irrevocably consents to the jurisdiction of each such court (and each appellate court thereof). If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment will remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. This Assignment was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Assignment to be construed or interpreted against any party shall not apply to any construction or interpretation hereof

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

“Assignor”

NOVATEL WIRELESS, INC.
a Delaware Corporation

By: 

Name: Sue Swenson

Title: Chief Executive Officer

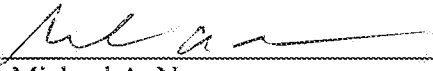
Date: November 8, 2016

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 005924 FRAME: 0043

"Assignee"

INSEGO CORP.,
a Delaware Corporation

By: 
Name: Michael A. Newman
Title : Chief Financial Officer
Date November 8, 2016

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 005924 FRAME: 0044

SCHEDULE A

MARKS

MARK	COUNTRY	CLASS	SERIAL NO.	REG. NO.
CHARIOT	United States of America	9	86/939,469	
CHARIOT	United States of America	35, 42	86/939,529	
CHARIOT FLEET	United States of America			
IGNITE	United States of America	38		87191692