

08-02-1999

FORM PTO-1594



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RE:

ET

101106201

Attorney Docket No. 4127.0024

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name(s) of conveying party(ies):

NovAtel Wireless Technologies Ltd. **JUL 29 1999**

- Individual(s)
- General Partnership
- Corporation
- Association
- Limited Partnership

Other: MKD 7-29-99

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name

Other: _____

Execution Date: June 24, 1999

2. Name(s) and address(es) of receiving party(ies):

Name: Argo Global Capital, Inc.

Address: 210 Broadway, Suite 101
Lynnfield Woods Office Park
Lynnfield, MA 01940

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation - Massachusetts
- Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,236,159 2,237,614
2,236,160 2,235,207

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Anessa J. Owen
Address: Finnegan, Henderson, Farabow
Garrett & Dunner, L.L.P.
1300 Street, N.W.
Washington, D.C. 20005-3315

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$ 115

- Enclosed
- Authorized to be charged to deposit account
- Authorized to be charged to deposit account only if fee is deficient

8. Deposit account number:

06-0916

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Anessa J. Owen
Name of Person Signing

Anessa J. Owen
Signature

July 29, 1999
Date

Total number of pages including cover sheet, attachments, and document: 9

07/30/1999 DNGUYEN 00000282 2236159

01 FC:481
02 FC:482

40.00 DP
75.00 DP

TRADEMARK AGREEMENT

THIS TRADEMARK AGREEMENT (this "Agreement"), dated as of _____, 1999, between NovAtel Wireless Technologies Ltd., (the "Grantor") and Argo Global Capital, Inc., as agent (together with any successor(s) thereto in such capacity, the "Agent") for each of the Investors (such capitalized term and all other capitalized terms not otherwise defined herein shall have the meanings provided for in Section 1);

WHEREAS, the Grantor has issued and sold, and may from time to time issue and sell, certain Convertible Subordinated Debentures (the "NWT Debenture") to Working Ventures Canadian Fund Inc., an Ontario corporation ("Working Ventures") pursuant to a certain unit purchase agreement, dated as of the date hereof, between the Grantor and Working Ventures;

WHEREAS, Novatel Wireless, Inc., a Delaware corporation and parent of the Grantor, ("NWI") has issued and sold, and may from time to time issue and sell, certain Convertible Subordinated Debentures (the "NWI Debentures") to the Investors, other than Working Ventures, (the "NWI Investors") pursuant to a certain unit purchase agreement, dated as of the date hereof, between NWI, Novatel Wireless Solutions Inc., the Grantor and the Investors;

WHEREAS, the Grantor has executed and delivered a certain Guaranty dated as of the date hereof (the "Guaranty") pursuant to which the Grantor guarantees to the NWI Investors the payment and performance of the obligations of NWI under the NWI Debentures;

WHEREAS, the Grantor has executed and delivered a Security Agreement, dated as of the date hereof (the "Security Agreement"); and

WHEREAS, in order to satisfy a condition of the purchase of the NWT Debenture by Working Ventures and the purchase of the NWI Debentures by the NWI Investors, and in order to secure the obligations of the Grantor under the NWT Debenture and the Guaranty, the Grantor has agreed to grant a continuing security interest in all of the Trademark Collateral (as defined below) for the benefit of all of the Investors;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Grantor agrees, for the benefit of each Investor, as follows:

1. **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

- 2 -

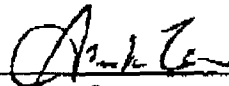
2. Grant of Security Interest. Subject to any security interests granted by the Grantor to the holders of the Senior Indebtedness in order to secure the obligations of the Grantor thereunder, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby grant to the Agent a continuing security interest in, for the benefit of the Investors, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:
- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the Canadian Intellectual Property Office or in any federal or provincial office or agency thereof or any foreign country, including those referred to in Item A of Attachment I hereto;
 - (b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment I hereto;
 - (c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b) above;
 - (d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b) above; and
 - (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment I hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.
3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the Canadian Intellectual Property Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the

security interest granted to the Agent for the benefit of the Investors under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent and each Investor thereunder) shall remain in full force and effect in accordance with its terms.

4. Release of Security Interest. Upon the indefeasible payment in full in cash of all the Obligations or the conversion of the NWT Debenture and all of the outstanding NWI Debentures into capital stock of the Grantor and NWI, respectively, in accordance with their respective terms, the Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.
5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.
6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**NOVATEL WIRELESS
TECHNOLOGIES LTD.**

By: 
Name: Ambrose Tam
Title: President

By: _____
Name: Nathan Gibb
Title: Director

**ARGO GLOBAL CAPITAL, INC.,
as Agent**

By: _____
Name: _____
Title: _____

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TECHNOLOGIES LTD.**

By: _____
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By:  _____
Name: Nathan Gibb
Title: Director

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**NOVATEL WIRELESS
TECHNOLOGIES LTD.**

By:

Name: Ambrose Tam

Title: President

By:

Name: Nathan Gibb

Title: Director

**ARGO GLOBAL CAPITAL, INC.,
as Agent**

By:

Bernice E. Bradin

Name: BERNICE E. BRADIN

Title: VICE PRESIDENT

HELSONY 1704-11

Received Time Jun-21-12 12:57PM

** TOTAL PAGE 03 **

- 5 -

ATTACHMENT I
to
Trademark Agreement

(See Attached)

NOVATEL WIRELESS TECHNOLOGIES LTD.

Trademark Report by Mark

Printed: 6/2/99 Page 1

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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C-O-N-T-A-C-T (CB# 05078-05)

UNITED STATES	TS3670US0	6/10/97	75/305,953	3/30/99	2,236,159	REGISTERED	
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C-O-N-T-A-C-T (CB# 05078-06)

CANADA	TS3670CAD	11/21/97	862,137			PENDING	
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C-O-N-T-A-C-T (CB# 05078-07)

MEXICO	TS3670MX0	12/10/97	317,072			PENDING	
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C-O-N-T-A-C-T (CB# 05078-08)

NEW ZEALAND	TS3670NZ0	6/10/97	285,298	12/15/98	285298	REGISTERED	
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C-O-N-T-A-C-T (CB# 05078-01)

UNITED STATES	TS3669US0	6/10/97	75/306,223	3/30/99	2,236,160	REGISTERED	009
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C-O-N-T-A-C-T (CB# 05078-02)

CANADA	TS3669CAD	11/21/97	862,140			PENDING	
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C-O-N-T-A-C-T (CB# 05078-03)

MEXICO	TS3669MX0	12/10/97	317,073			PENDING	
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C-O-N-T-A-C-T (CB# 05078-04)

NEW ZEALAND	TS3669NZ0	6/10/97	285,295	12/15/98	285295	REGISTERED	009
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M-E-R-L-I-N (CB# 05078-18)

UNITED STATES	TS3670US0					PROPOSED	009
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M-E-R-L-I-N (CB# 05078-17)

CANADA	TS3670CAD					PROPOSED	
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M-I-N-S-T-R-E-L (CB# 05078-09)

UNITED STATES	TS3671US0	6/10/97	75/308,222	4/6/99	2,237,814	REGISTERED	009
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M-I-N-S-T-R-E-L (CB# 05078-10)

CANADA	TS3671CAD	11/21/97	862,138			PENDING	
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M-I-N-S-T-R-E-L (CB# 05078-11)

MEXICO	TS3671MX0	12/10/97	317,074			PENDING	
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M-I-N-S-T-R-E-L (CB# 05078-12)

NEW ZEALAND	TS3671NZ0	11/24/97	285,297	9/4/98	285,297	REGISTERED	
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S-A-G-E (CB# 05078-13)

UNITED STATES	TS3672US0	6/10/97	75/306,564	3/23/99	2,235,207	REGISTERED	009
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S-A-G-E (CB# 05078-14)

CANADA	TS3672CAD	11/21/97	862,139			PENDING	
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S-A-G-E (CB# 05078-15)

MEXICO	TS3672MX0	12/10/97	317,075			PENDING	
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