

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
LAND-CELLULAR CORPORATION		01/05/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	CALAMP DATACOM, INC.		
Street Address:	1401 N. Rice Avenue		
City:	Oxnard		
State/Country:	CALIFORNIA		
Postal Code:	93030		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3185622	LAND CELL	
CORRESPONDENCE DATA			
Fax Number:	(949)852-0004		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	949-852-0000		
Email:	pto@kppb.com		
Correspondent Name:	Kauth, Pomeroy, Peck & Bailey LLP		
Address Line 1:	2875 Michelle Drive, Suit 110		
Address Line 4:	Irvine, CALIFORNIA 92606		
NAME OF SUBMITTER:	Brianna Harb		
Signature:	/brh/		
Date:	05/18/2011		

OP \$40.00 3185622

Total Attachments: 14

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "**Agreement**"), dated as of January [5], 2007 (the "**Effective Date**"), is made and entered into by and among CALAMP DATACOM, INC., a Delaware corporation ("**Purchaser**"), LAND-CELLULAR CORPORATION, a Florida corporation ("**Seller**"), ROBERT W. MOSES (the "**Shareholder**" or "**Moses**") and FRANK ZOKAITES, RICHARD MOSES, MARK TABAK, GARY CONTRONEO, KATHY CONTRONEO, CHRISTIAN PANAGAKOS, MITCHELL POLANSKY and FRANK MOSES (together, the "**Passive Shareholders**"), with reference to the following facts:

A. Purchaser designs, manufactures and markets wireless equipment used in the reception of television programming transmitted from satellites and wireless terrestrial transmission sites, two-way transceivers used for wireless high-speed Internet (broadband) service, cellular, GPS modules for embedding into Machine-to-Machine ("**M2M**") applications, and equipment used for mobile resource management, telemetry and asset tracking applications, private wireless networks, public safety communications and critical infrastructure and process control applications;

B. Seller is engaged in the business of designing, manufacturing, distributing and selling wireless M2M CDMA Cellular Modems (the "**Business**");

C. Shareholder and Passive Shareholders own one hundred percent (100%) of the issued and outstanding shares of Common Stock of Seller; and

D. Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, substantially all of the assets of Seller used in the Business, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants herein contained and for other good and valuable consideration cited herein, the parties agree as follows:

ARTICLE I TERMS OF SALE

1.1 **Sale of Assets.** Upon the terms and conditions hereinafter set forth, Seller shall sell, assign, convey, transfer and deliver to Purchaser at the Closing (as defined herein), substantially all of the assets of Seller used in the Business (the "**Purchased Assets**"), free and clear of any and all Liens and Encumbrances (as defined herein), but specifically excluding those assets described in Section 1.2 and listed on Schedule 1.2 and all claims, rights and interests now owned or arising

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hereafter related thereto (collectively, the "**Excluded Assets**"). With the exception of the Excluded Assets, the Purchased Assets shall include all of the assets, properties and Business of Seller of every kind, character and description, whether tangible, intangible, personal or mixed, and wherever located, that are used in the Business, including, but not limited to, Seller's goodwill, equipment, machinery, tooling, fixtures, office furniture, supplies, materials, backlog, contracts and agreements, purchase and sales orders, customer lists, books and business records, hardware, software, product catalogues, photographs (digital and otherwise), artwork, permits, licenses, consents and other forms of governmental approval, to the extent transferable, domain names, website software, telephone numbers, Intellectual Property (as defined herein), including the right to the name "Land-Cellular" and all expansions, modifications and derivations of such name as the same shall exist on the Closing Date (as defined herein), and production inventory as listed in Schedule 1.1. Schedule 1.1 contains a list and description of identified equipment and other assets material to the Business being purchased by Purchaser. As used in this Agreement, "**Liens and Encumbrances**" shall mean any lien, claim, charge, security interest, mortgage, pledge, hypothecation, easement, conditional sale, or other title retention agreement, defect in title, covenant, or other encumbrance or restriction of any kind.

1.2 Excluded Assets. Notwithstanding Section 1.1, Seller shall not sell, assign, convey, transfer or deliver to Purchaser the following Excluded Assets, which are explicitly excluded from the definition of Purchased Assets:

(a) Seller's stock, corporate seal, Articles of Incorporation, Bylaws, stock transfer records, corporate minute books, all other records of Seller relating solely to its corporate organization and structure, and such accounting books of original entry, original supporting vouchers, general ledgers and other records that Seller is required by law or governmental regulations to keep in its possession; provided, however, that, for a period of ninety (90) days from the Closing Date, Purchaser and its duly authorized representatives shall be given access to such records pertaining to the customers and vendors of the Business with the right to make copies thereof. With respect to any records transferred by Seller to Purchaser pursuant to this Agreement, Seller and its duly authorized representatives shall, during ordinary business hours, be given access to such records.

(b) Seller's: (1) bank accounts; (2) cash; (3) cash equivalents; (4) production inventory, except as listed in Schedule 1.1, (5) accounts receivables, and (6) loans due from Moses and Christian Panagakos to Seller.

Schedule 1.2 contains a list and description of Excluded Assets, which the parties agree is an accurate and complete list of all Seller assets and property, in addition to those assets described in Sections 1.2(a) and (b), which are excluded from the definition of Purchased Assets.

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1.3 Purchase of Assets. Purchaser agrees to purchase the Purchased Assets from Seller upon the terms, conditions and provisions hereinafter set forth and in reliance upon the covenants, agreements, representations, warranties and indemnities of Seller and Shareholder hereinafter set forth.

(a) Purchaser will use commercially reasonable efforts during the First and Second Royalty Periods to use material in Seller's inventory that Seller owned and retained as of the Closing Date.

1.4 No Liabilities or Obligations to be Assumed. Except for those liabilities and obligations: (i) listed on Schedule 1.4; and (ii) the obligations for future performance under any contract or agreement comprising part of the Purchased Assets, the parties hereto acknowledge and agree that Purchaser is not assuming, paying or discharging and shall not be liable for any debts, obligations, responsibilities or liabilities of Seller or any claim, action or suit relating thereto (whether now existing or hereafter arising), known or unknown, contingent or absolute, relating to or arising from any period prior to the Closing and Seller shall remain fully and completely liable for all such liabilities. By way of example only and not in limitation of the foregoing, Purchaser is not assuming, paying or discharging and Purchaser shall not be liable for: (a) accounts payable; (b) any of Seller's employee benefits, employment or successor liabilities related to Seller's employees or other personnel; (c) any of Seller's pension, profit-sharing or other qualified or unqualified plan liabilities, whether such plans presently exist or were previously funded; (d) any of Seller's tax liabilities of any kind or nature whatsoever (except for pro-rated personal property taxes as provided in Section 4.9); (e) any liability or responsibility for defaults accruing prior to the Closing under any contracts or agreements; (f) any liability or responsibility for regulatory, tax or other reports, filings, approvals or actions related to the operations of the Business prior to the Closing (including interest and penalties thereon); (g) any liability or responsibility to make tax, benefit, funding or other payments (including interest and penalties thereon) that accrued prior to the Closing; (h) any liabilities of Seller relating to or arising from the Pembroke Pines, Florida facility lease or any other real property leases; (i) any liability of Seller for the sales returns and allowances credit to Verizon for product returned or returnable by Verizon to Seller as of the Closing Date; and (j) any liabilities of Seller of any other kind or description whether accrued, absolute, contingent or otherwise, which arise prior to the Closing.

1.5 Conveyance of Purchased Assets. At the Closing, Seller shall convey the Purchased Assets to Purchaser by that certain Bill of Sale, the form of which is attached hereto as Exhibit A.

1.6 Purchase Price. As full payment for the transfer and delivery of the Purchased Assets to Purchaser, Purchaser shall deliver the following consideration

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violate any applicable federal, state, municipal, administrative or other law, statute, rule, regulation, ordinance or other applicable restriction promulgated by a governmental authority in a manner that is likely to adversely affect Purchaser's ability to continue and support the Business as operated by Seller following the Closing in the manner contemplated hereby; or (d) the creation or imposition of any Liens and Encumbrances on any of the Purchased Assets in a manner that is likely to adversely affect Purchaser's ability to continue and support the Business as operated by Seller following the Closing in the manner contemplated hereby.

2.15 Interest in Customers, Suppliers and Competitors. Except as disclosed in Schedule 2.15, neither Shareholder, any Passive Shareholder, or any other officer, director or key employee of Seller, nor any spouse or child of any of them, has any direct or indirect interest in any competitor, supplier or customer of Seller or in any person from whom or to whom any of them leases any real or personal property, or in any other person with whom Seller is doing Business.

2.16 Corporate Documents. Seller has made available to Purchaser for its examination: (a) copies of the Articles of Incorporation, Bylaws and other organizational documents of Seller; and (b) copies of the stock certificate ledger and the stock certificate(s) representing all the issued and outstanding shares of Seller.

2.17 Compliance. All Business and operations of Seller are being conducted in conformity with all applicable rules, ordinances and other laws pertaining thereto where such failure to operate in conformity with all applicable rules, ordinances and other laws pertaining thereto would have a material adverse effect on the Business. Seller has not received any notice and has no knowledge or reasonable grounds to believe that Seller is not in compliance in all material respects with all federal, state and local laws relating to the Business or operations of Seller or its properties. Seller and its operations and properties are presently, to the best knowledge of Seller and Shareholder, in compliance with all applicable Occupational Safety and Health Administration ("OSHA") rules, regulations and laws. Seller has not received any notice of, and does not know, or have reason to know of any potential occupational safety and health problem in connection with the operations or properties of Seller where such problem would have an adverse effect on the Business.

2.18 Intellectual Property. Schedule 2.18 contains a list of all identified patents, trademarks, copyrights, trade names, service marks, licenses and computer software to be transferred to Purchaser hereunder, whether registered or unregistered (the "Intellectual Property"). The parties agree that Schedule 2.18 is not intended to be a full and complete list of all intellectual property included with the Purchased Assets being purchased hereunder, but that in addition to the Intellectual Property listed on Schedule 2.18, any and all additional rights Seller may have to patent, copyright, trademark, trade secret or other intellectual

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property protection for any of the same and for any other proprietary information and materials included with the Purchased Assets is also being transferred to Purchaser as part of the Purchased Assets. All of the Intellectual Property is owned by Seller and, to the extent set forth on Schedule 2.18, has been duly registered or filed with the appropriate governmental office. Except as set forth on Schedule 2.18: (a) Seller is the sole entity entitled to use the Intellectual Property free and clear of any claims or demands of any other person; (b) Seller does not use any of the Intellectual Property without the consent or by consent of any rightful owner; (c) there are no attachments or other Liens and Encumbrances on any of the Intellectual Property; (d) Seller does not pay any licensing fee, royalty or other payment to any other person or entity with respect to any Intellectual Property or use thereof; (e) Seller's right to use and transfer any and all of the Intellectual Property is perpetual and unrestricted; (f) there are no claims or demands of any other person, firm or corporation pertaining to any of the Intellectual Property; (g) there are no proceedings which have been instituted or are pending, or to the best knowledge of Seller and Shareholder, threatened which challenge any right of Seller with respect to the Intellectual Property; and (h) to the best knowledge of Seller and Shareholder, no Intellectual Property used in the Business infringes on the intellectual property rights of others or is being infringed on by others or is subject to any outstanding order, decree, judgment or stipulation. Seller has not at any time been charged with any infringement of any adversely held patent, trademark, trade name or copyright. Seller agrees to promptly execute any and all assignments and other documents necessary for the transfer of the Intellectual Property to Purchaser.

2.19 Tax Returns and Audits. Seller has duly and timely filed with the appropriate governmental agencies all tax returns and tax reports due and required to be filed by Seller, including, but not limited to, all tax returns, filings and reports due or required to be filed by Seller, including all federal, state and local profits, income, sales, use, occupation, property, excise, social security, withholding, unemployment insurance, health licenses and other taxes, and Seller has paid or provided for the payment of all such taxes and payments, including all such taxes and payments due or required to be paid by Seller, through the Closing. Seller has no notice of any pending audit pertaining to, or claims for, taxes, or assessments asserted against Seller by any taxing authority in respect of any period to date. No agreement for the extension of the time for the assessment of any amount of tax has been entered into by or on behalf of Seller. With respect to Seller's own employees, Seller has withheld from amounts paid to such employees and, to the extent due, has paid, or will pay as due, to the appropriate governmental agencies, all taxes or other amounts required to be withheld, including, but not limited to, social security, federal withholding, state withholding and local withholding taxes.

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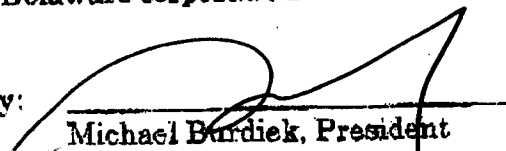
IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Agreement as of the Effective Date.

LAND-CELLULAR CORPORATION
a Florida corporation

By: 
Robert W. Moses, CEO

"Seller"

CALAMP DATACOM, INC.,
a Delaware corporation

By: 
Michael Burdick, President

"Purchaser"


ROBERT W. MOSES

"Shareholder"


RICHARD MOSES

 1/2/07
FRANK ZOKAITES

MARK TABAK

GARY CONTRONEO

KATHY CONTRONEO

CHRISTIAN PANAGAKOS


MITCHELL POLANSKY

 1/2/07
FRANK MOSES

"Passive Shareholders"

[SIGNATURE PAGE FOR ASSET PURCHASE AGREEMENT]



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IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Agreement as of the Effective Date.

LAND CELLULAR CORPORATION
a Florida corporation

By: [Signature]
Robert W. Moses, CEO

"Seller"

CALAMP DATACOM, INC.,
a Delaware corporation

By: [Signature]
Michael Burdick, President

"Purchase"

[Signature]
ROBERT W. MOSES

"Shareholder"

[Signature]
RICHARD MOSES

[Signature] 1/3/07
GARY CONTRONBO

[Signature] 1/2/07
FRANK MOSTES

"Pando Shareholders"

[Signature] 1/16/07
MARK FABAR

[Signature] 1/3/07
KATHY CONTRONBO

[Signature]
MITCHELL POLANSKY

(SIGNATURE PAGE FOR ASSET PURCHASE AGREEMENT)

MT
Fry

AMERIPRISE FINANCIAL
FAX: 954-992-3400
JAN 03 2007 11:50 PM
OFFICE OF THE SECRETARY
STATE OF FLORIDA
JAN 03 2007 14:50

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IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Agreement as of the Effective Date.

LAND-CELLULAR CORPORATION
a Florida corporation

By: _____
Robert W. Moses, CEO
"Seller"

CALAMP DATACOM, INC.,
a Delaware corporation

By: _____
Michael Burdick, President
"Purchaser"

ROBERT W. MOSES
"Shareholder"

FRANK ZOKAITES

RICHARD MOSES

MARK TABAK

GARY CONTRONEO

KATHY CONTRONEO

CHRISTIAN PANAGAKOS

MITCHELL POLANSKY

FRANK MOSES

"Passive Shareholders"

[SIGNATURE PAGE FOR ASSET PURCHASE AGREEMENT]

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EXHIBIT A

ASSET PURCHASE AGREEMENT

**LAND-CELLULAR CORPORATION
CALAMP DATACOM, INC.**


Bill of Sale

KNOW ALL MEN BY THESE PRESENTS that Land-Cellular Corporation, a Florida corporation ("**Seller**"), in accordance with that certain Asset Purchase Agreement (the "**Agreement**"), dated as of January 5 2007, by and between CalAmp DataCom, Inc., a Delaware corporation ("**Buyer**"), and Seller, for good and valuable consideration, hereby sells, transfers, conveys, grants, delivers, alienates, and sets over to Buyer, its successors and assigns, forever, all of Seller's legal, beneficial and other rights, title and interest in the Purchased Assets (as described in Schedule A attached hereto), free and clear of all liens, claims and encumbrances, to have and to hold the same and unto Buyer and its successors and assigns, for its and their use forever.

Seller agrees that it will, at any time and from time to time from the date hereof, upon the request of Buyer, do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged or delivered, all such further acts, deeds, transfers, conveyances, powers of attorney and assurances as may be reasonably required for transferring, granting, conveying, assuring and confirming to Buyer and the reducing to the possession of Buyer, title to and possession of all Purchased Assets transferred by the Agreement.

IN WITNESS WHEREOF, Seller has caused this instrument to be executed as of the 5th day of January, 2007.

LAND-CELLULAR CORPORATION
a Florida corporation

By: 
Robert W. Moses, CEO

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SCHEDULE A

Bill of Sale

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Schedule L6

The wire transfer instructions for the Escrow Agent in which the proceeds from the Purchase Price are to be remitted are as follows:

Bank: Colonial BIHAM
Palm Beach, Florida

ABA No: 062001319

Account: Jeffrey M. Siskind, Trust Account

Acct. No: 0110176248

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EXHIBIT B

ASSET PURCHASE AGREEMENT

**LAND-CELLULAR CORPORATION
CALAMP DATACOM, INC.**

Assignments of Intellectual Property

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Land-Cellular Corporation

Schedule 2.18 – List of Intellectual Property.

This schedule lists Intellectual Property of Land-Cellular.

Logos and Trademarks

- Land-Cellular has registered its Trademark, Land-Cell, Land-Cellular, and its logo. Confirmation of trademark details by Christian Panagakos.

Designs

CDM-819s Rev 1 Simple Modem (Hardware design)

- Schematic Design
- PCB Design

CDM-819s/u Rev 2 Intelligent Design with PSOC, Serial and USB

- Schematic Design
 - PCB Design
 - Software
- CDM-819(s/u)2B Simple Design (Processor Bypassed) Serial and USB
- Schematic Design
 - PCB Design

CDM-819(s/u)2B UART2 Design, stuffing option based upon CDM-819(s/u)2B

CDM-819RJ(s/u) Rev 2 RJ11-Fax Modem (CDMA Modem with POTS and Fax Capability)

- Hardware was prototyped, software has not been developed.
- Schematic Design

CDM-820se (Intelligent Ethernet Modem)

- Obsolete
- Schematic Design
- Software

CDM-822seu Ethernet Intelligent Modem (Rev 1.04 B)

- Remote Firmware Upgrade
- 10/100 Ethernet
- Dual Host USB
- 1xRTT Support with Kyocera M200
- EV-DO Support with Sierra Wireless EM5625
- Schematic Design
- PCB Design
- Software

CDM-822seu Ethernet Intelligent Modem (Rev 1.04 D)

- Remote Firmware Upgrade, Software compatible with Rev 1.04B

- 10/100 Ethernet
- Single Host USB
- 1xRTT Support with Kyocera M200
- EV-DO Support with Sierra Wireless EM5625 and MC8765 on Mini-PCI Express
- SIM Card Support
- Schematic Design
- PCB Design
- Software

CDM-824 Wireless Data Recovery System (Rev 1.3)

- Remote Firmware Upgrade
- Cardbus connector for EV-DO Wireless Cards
- Dual 10/100 Ethernet
- Schematic Design
- PCB Design

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