

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
CSI Wireless LLC		05/08/2006
RECEIVING PARTY DATA		
Name:	Telular Corporation	
Street Address:	647 N. Lakeview Parkway	
City:	Vernon Hills	
State/Country:	ILLINOIS	
Postal Code:	60061	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	5873039	
CORRESPONDENCE DATA		
Fax Number:	(312)521-2870	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3125212770	
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Correspondent Name:	Marvin N. Benn, c/o Much Shelist	
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Address Line 2:	Suite 1800	
Address Line 4:	Chicago, ILLINOIS 60606	
ATTORNEY DOCKET NUMBER:	4001379.0803	
NAME OF SUBMITTER:	Marvin N. Benn	
<p>Total Attachments: 5</p> <p>source=CSI WIRELESS LLC TO TELULAR PATENT ASSIGNMENT#page1.tif</p> <p>source=CSI WIRELESS LLC TO TELULAR PATENT ASSIGNMENT#page2.tif</p> <p>source=CSI WIRELESS LLC TO TELULAR PATENT ASSIGNMENT#page3.tif</p>		

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT, dated May 8, 2006 (this "**Assignment**"), is between CSI Wireless LLC, a Delaware limited liability company ("**CSI US**"), CSI Wireless Inc., an Alberta corporation ("**CSI Canada**" and together with CSI US, "**Assignor**"), and Telular Corporation, a Delaware Corporation ("**Assignee**").

RECITALS

A. Assignor and Assignee have entered into that certain Asset Purchase Agreement dated April 21, 2006 (the "**Asset Purchase Agreement**"), relating to the purchase and sale of certain assets of Sellers.

B. This Assignment is executed and delivered pursuant to Section 4.18(d) of the Asset Purchase Agreement.

C. Assignor is the owner of all rights, titles and interests in Patents listed in Exhibit A attached.

D. Assignor now desires to transfer to Assignee all rights to make, use and sell the Patents and all of Assignor's interest in any improvement of the Patents, and all other rights, titles and interests in the Patents of any type or nature.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Consideration. For good and valuable consideration, receipt and sufficiency of which Assignor specifically acknowledges, Assignor assigns, transfers and sells the Patents to Assignee.

2. Grant of Rights to Patents. Assignor grants, conveys, transfers, alienates and assigns to Assignee, for and throughout the world, Assignor's rights, titles and interests (legal, equitable, use and otherwise) to the Patents and any and all: (a) rights to record the transfers made under this Assignment in the United States Patent and Trademark Office and in any other public offices of any governmental authorities throughout the world; and (b) rights to sue for, collect and retain damages predicated on past, present or future infringements of the Patents, as well as all other claims and rights to damages associated with the Patents, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown. Assignee hereby assumes same and shall hold same and same shall be enjoyed by Assignee, its successors and assigns, to the end of the term of any Patent as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

3. Covenants. Assignor covenants with Assignee that, subject to Assignee paying Assignor's third party costs and out-of-pocket expenses properly and reasonably incurred: (a) Assignor will procure information or advice which may assist in meeting and defeating or reducing the effect of any challenge to the validity of or the enforce of the Patents, and Assignor agrees and/or undertakes to supply or procure the supply of such information and/or advice without unreasonable delay; and (b) Assignor shall provide all pertinent facts and documents relating to the Patents, will testify in any interference litigation or proceeding and will execute and deliver to Assignee any papers or affidavits required to apply for, obtain, maintain, issue and enforce said Patents.

4. Further Instruments. Assignor shall execute, acknowledge and deliver to Assignee such further instruments and documents which relate to the Patents as set forth in this Assignment as Assignee may reasonably request from time to time to facilitate filing, issuing, or to record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of Assignee's exclusive rights to the Patents and all claims or rights thereunder.


5. No Retained Rights. Assignor's assignment of the Patents under this Assignment constitutes a complete, absolute and exclusive transfer of all rights (legal, equitable, use and otherwise) in the Patents, whether currently existing or arising or recognized in the future and the rights to sue for, collect and retain damages predicated on past, present or future infringements thereon. Assignor does not reserve or retain any right, title or interest in the Patents, or know-how which concern the Patents and the rights to sue for, collect and retain damages predicated on past, present or future infringements thereon. Assignor acknowledges and agrees that the Patents and the rights to sue for, collect and retain damages predicated on past, present or future infringements thereon constitutes the sole and exclusive property of Assignee.

6. Authorization. Assignor represents and warrants that it has full power and authority: (a) to enter into this Assignment; (b) to grant to Assignee the rights granted under this Assignment; and (c) to perform all of its obligations under this Assignment.

7. Severability. If a court of competent jurisdiction holds that any one or more of this Assignment's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of this Assignment's other provisions, and this Assignment shall be construed as if it had never contained such invalid, illegal or unenforceable provisions.

8. Waiver. A party's attempted waiver, consent or authorization of any kind, whether required pursuant to the terms of this Assignment or granted pursuant to any breach or default under this Assignment, shall not be effective or binding upon such party unless the same is in a written instrument which such party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of any party to this Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.


CSI Wireless LLC

By: 
Title: Chief Financial Officer

Telular Corporation

By: _____
Title: _____

CSI Wireless Inc.

By: 
Title: CFO & VP Finance

CSI Wireless LLC

By: _____

Title: _____

CSI Wireless Inc.

By: _____

Title: _____

Telular Corporation

By: Mukul B. Bol

Title: President, CEO

EXHIBIT A

Title	Status	Application Number	Date	Inventors
Cellular Telephone Modem Interface for Data Communications	Granted	5,873,039	02/16/99	Hamid Najafi
Short synchronization time Data modem	Granted	6,625,209	9/23/03	Hamid Najafi