

08-01-2006

FORM PTO-1595

(Rev. 08/05)
Office OMB No. 0651-0027 (exp. 06/30/2008)



SHEET

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark

103284382

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

7-28-06

1. Name of conveying party(ies):
Telular Corporation

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

3. Nature of conveyance/Execution Date(s):

Execution Date: 06/27/06

- Assignment
- Security Agreement
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____
- Merger
- Change of Name

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

Name: Silicon Valley Bank

Internal Address: Loan Documentation HF 154

Street Address: 3003 Tasman Dr.

City: Santa Clara

State: CA

Country: USA

Zip: 95054

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

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

10/768,004

11/292,040

11/348,209

09/021,961

09/692,666

B. Patent No.(s)

6,690,923 6,615,056 6,035,220 5,946,616 5,873,039

6,775,522 5,812,637 5,859,894 4,737,975

6,783,517 6,324,410 5,966,428 4,868,319

7,024,189 6,973,165 5,469,494 6,778,824

7,069,006 6,825,762 5,715,296 6,625,209

Additional numbers attached? Yes No

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

Name: Silicon Valley Bank

Internal Address: Loan Collateral HF154

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA

Zip: 95054

Phone Number: (408) 654-4042

Fax Number: (408) 654-6313

Email Address: ldc@svbank.com

6. Total number of applications and patents involved: 26

7. Total fee (37 CFR 1.21 (h) & 3.41) \$1040.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number

Authorized User Name

OFFICE OF PUBLIC RECORDS
2006 JUL 28 PM 2:46
FINANCE SECTION

9. Signature: _____

La - sv

Signature

7-25-06

Date

LOWE (C/O Army Wikent)
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 19

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

07/31/2006 DBYRNE 00000026 10768004

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 27th day of June, 2006 by and between **TELULAR CORPORATION**, a Delaware corporation with its chief executive office located at 647 N. Lakeview Parkway, Vernon Hills, Illinois 60061 ("Grantor"), and **SILICON VALLEY BANK**, a California-chartered bank, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at 230 W. Monroe, Suite 720, Chicago, Illinois 60606 ("Lender").

RECITALS

A. Lender has agreed to make advances of money and to extend certain financial accommodations to Grantor (the "Loan"), pursuant to a certain Loan and Security Agreement dated as of June 27, 2006 between Grantor and Lender, as may be amended from time to time (as amended, the "Loan Agreement"). The Loan is secured pursuant to the terms of the Loan Agreement. Lender is willing to enter into certain financial accommodations with Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works, and other assets, to secure the obligations of Grantor under the Loan Agreement. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right title and interest, whether presently existing or hereafter acquired in, to and under all of the Collateral (as defined therein).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's Indebtedness (as defined below), Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Lender (hereinafter, the "Indebtedness"), including, without limitation, under the Loan Agreement, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its registered and unregistered intellectual property collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on EXHIBIT A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on EXHIBIT B attached hereto (collectively, the "Patents");

(c) Any trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on EXHIBIT C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on EXHIBIT D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights, including, without limitation those set forth on EXHIBIT E attached hereto (collectively, the "Licenses"); and

(i) All amendments, extensions and renewals of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement, and any amendments thereto, or copies thereof.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business.

(b) Performance of this IP Agreement does not conflict with or result in a breach of any material agreement to which Grantor is bound.

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim (other than claims that have been resolved in Grantor's favor) has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly advise Lender of any material adverse change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(f) Grantor shall (i) in its reasonable business judgment, protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) use its best efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Lender in writing of material infringements detected and (iii) in its reasonable business judgment, not allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public

without the written consent of Lender, which shall not be unreasonably withheld or delayed, unless Grantor determines that reasonable business practices suggest that abandonment, forfeiture or dedication to the public is appropriate.

(g) Grantor shall take such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Intellectual Property Collateral;

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral this IP Agreement will create, at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Lender a valid and perfected first priority security interest and collateral assignment in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement;

(i) To its knowledge, except for, and upon, the filing of UCC financing statements, or other notice filings or notations in appropriate filing offices, if necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (a) for the grant by Grantor of the security interest granted hereby, or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (b) for the perfection in the United States or the exercise by Lender of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Lender by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Lender's prior written consent, which consent shall not be unreasonably withheld or delayed. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts.

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Lender in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral or the rights and remedies of Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Lender's Rights. Lender shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Lender and its employees, representatives and agents (provided that such employees, representatives and agents are bound by appropriate confidentiality obligations) the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than once in every six (6) months; provided, however, nothing herein shall entitle Lender access to Grantor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will, upon request by Lender, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Lender, to perfect Lender's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) In addition to section 6(a) above, Grantor shall not register any Copyrights or Mask Works in the United States Copyright Office unless it: (i) has given at least fifteen (15) days' prior written notice to Lender of its intent to register such Copyrights or Mask Works and has provided Lender with a copy of the application it intends to file with the United States Copyright Office (excluding exhibits thereto); (ii) executes a security agreement or such other documents as Lender may reasonably request in order to maintain the perfection and priority of Lender's security interest in the Copyrights proposed to be registered with the United States Copyright Office; and (iii) records such security documents with the United States Copyright Office contemporaneously with filing the Copyright application(s) with the United States Copyright Office. Grantor shall promptly provide to Lender a copy of the Copyright application(s) filed with the United States Copyright Office, together with evidence of the recording of the security documents necessary for Lender to maintain the perfection and priority of its security interest in such Copyrights or Mask Works. Grantor shall provide written notice to Lender of any application filed by Grantor in the United States Patent Trademark Office for a patent or to register a trademark or service mark within 30 days of any such filing.

(c) Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Lender or otherwise, from time to time in Lender's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, or other notice filings or notations in appropriate filing offices, relative to any of the Intellectual Property Collateral, without notice to Grantor, with all appropriate jurisdictions, as Lender deems appropriate, in order to further perfect or protect Lender's interest in the Intellectual Property Collateral.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

(a) An Event of Default occurs under the Loan Agreement; or any document from Grantor to Lender; or

(b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Lender shall have the right to exercise all the remedies of a secured party under the Illinois Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in

which Lender has a security interest and to make it available to Lender at a place designated by Lender. Subject to the rights of third parties, to the extent such third parties' rights are senior to Lender, Lender shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Lender to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Lender and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following or consequential to transactions between Lender and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Lender's gross negligence or willful misconduct.

10. Termination. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Lender shall execute and deliver to Grantor all releases, terminations, and other instruments as may be necessary or proper to release the security interest hereunder.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF ILLINOIS IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND, AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT IF FOR ANY REASON LENDER CANNOT AVAIL ITSELF OF THE COURTS OF THE STATE OF ILLINOIS, GRANTOR ACCEPTS JURISDICTION OF THE COURTS AND VENUE IN SANTA CLARA COUNTY, CALIFORNIA. NOTWITHSTANDING THE FOREGOING, THE LENDER SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST THE GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH THE LENDER DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR TO OTHERWISE ENFORCE THE LENDER'S RIGHTS AGAINST THE GRANTOR OR ITS PROPERTY.

GRANTOR AND LENDER EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

15. **Confidentiality.** In handling any confidential information, Lender shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (i) to Lender's subsidiaries or affiliates in connection with their present or prospective business relations with Grantor; (ii) to prospective transferees or purchasers of any interest in the Loans; (iii) as required by law, regulation, subpoena, or other order; (iv) as required in connection with Lender's examination or audit; and (v) as Lender considers appropriate in exercising remedies under this Agreement. Confidential information does not include information that either: (a) is in the public domain or in Lender's possession when disclosed to Lender, or becomes part of the public domain after disclosure to Lender; or (b) is disclosed to Lender by a third party, if Lender reasonably does not know that the third party is prohibited from disclosing the information.

EXECUTED on the day and year first written above.

Address of Grantor:

647 N Lakeview Pkwy
Vernon Hills IL
60061

GRANTOR:

TELULAR CORPORATION

By: [Signature]

Name: Jeff Herrmann

Title: EVP & COO/CEO

SILICON VALLEY BANK

By: [Signature]

Name: Johanna Kowalski

Title: Relationship Manager

Exhibit "A" attached to that certain Intellectual Property Security Agreement dated June 27, 2006.

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
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None

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>FIRST DATE COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>DATE OF CREATION</u>	<u>OF PUBLIC DISTRIBUTION</u>
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None

SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

<u>COPYRIGHT DESCRIPTION</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF DISTRIBUTION</u>	<u>DATE AND RECORDATION NUMBER OF IP AGREEMENT WITH OWNER OR ORIGINAL GRANTOR IF AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR</u>	<u>ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR</u>
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None

Exhibit "B" attached to that certain Intellectual Property Security Agreement dated June 27, 2006.

EXHIBIT "B"

PATENTS

PATENT

DESCRIPTION DOCKET NO. COUNTRY SERIAL NO. FILING DATE STATUS

Alternate	Title	Country	App #	App Date	Patent #	Issue Date
4001379.0018	SYSTEM FOR INTERFACING A STANDARD TELEPHONE SET WITH A RADIO TRANSCEIVER	Argentina	305,786	11/4/1986	241358	5/29/1992
4001379.0312	METHOD AND APPARATUS FOR INTERFACING A CELLULAR FIXED WIRELESS TERMINAL THE EXTENSION SIDE OF A PBX/PABX	Australia	200048258	5/8/2000	755501	3/27/2003
4001379.0751	SELF-DIAGNOSTIC SYSTEM FOR CELLULAR-TRANSCEIVER SYSTEMS WITH REMOTE-REPORTING CAPABILITIES	Australia	64431/94	3/2/1994	674406	3/2/1994
4001379.0004	SYSTEM FOR INTERFACING A STANDARD TELEPHONE SET WITH A RADIO TRANSCEIVER	Australia	US86/61009	8/8/1986	603061	11/2/1988
4001379.0059	SYSTEM FOR INTERFACING A STANDARD TELEPHONE SET WITH A RADIO TRANSCEIVER	Australia	70137/91	1/31/1991	634337	8/8/1986
4001379.0019	SYSTEM FOR INTERFACING A STANDARD TELEPHONE SET WITH A RADIO TRANSCEIVER	Bahrain	429/87	9/26/1987	BP 917	9/26/1987
4001379.0006	SYSTEM FOR INTERFACING A STANDARD TELEPHONE SET WITH	Belgium	PVO 217268	10/7/1986	905569	10/31/1986

Alternate	Title	Country	App S	App Date	Patent #	Issue Date
	A RADIO TRANSCEIVER					
4001379.0750	SELF-DIAGNOSTIC SYSTEM FOR CELLULAR-TRANSCEIVER SYSTEMS WITH REMOTE-REPORTING CAPABILITIES	Canada	2354,789	3/2/1994	2,154,789	4/20/1999
4001379.0286	METHOD OF DETERMINING END-OF-DIALING FOR CELLULAR INTERFACE COUPLING A STANDARD TELEPHONE TO THE CELLULAR NETWORK	European (E.P.O.)	99912 329.2	3/3/1999		
4001379.0016	SYSTEM FOR INTERFACING A STANDARD TELEPHONE SET WITH A RADIO TRANSCEIVER	Greece	86.2545	10/14/1986	86.2545	10/14/1986
4001379.0017	SYSTEM FOR INTERFACING A STANDARD TELEPHONE SET WITH A RADIO TRANSCEIVER	Japan	223483/1986	9/18/1986	1,729,408	1/29/1993
4001379.0288	METHOD OF DETERMINING END-OF-DIALING FOR CELLULAR INTERFACE COUPLING A STANDARD TELEPHONE TO THE CELLULAR NETWORK	Mexico	002855	3/23/2000		
4001379.0331	METHOD AND APPARATUS FOR PROVIDING ANSWER SUPERVISION	Mexico	9201786	4/15/1992	174818	6/16/1994
4001379.0061	SYSTEM FOR INTERFACING A STANDARD TELEPHONE SET WITH A RADIO TRANSCEIVER	New Zealand	231,653	11/7/1986	231,653	11/7/1989
4001379.0015	SYSTEM FOR INTERFACING A STANDARD TELEPHONE SET WITH A RADIO TRANSCEIVER	Panama	043,755	3/20/1987	043,755	4/29/1988
4001379.0289	METHOD OF DETERMINING END-OF-DIALING FOR CELLULAR INTERFACE	Philippines	1-2000-00312	2/14/2000		

Alternate	Title	Country	App \$	App Date	Patent #	Issue Date
	COUPLING A STANDARD TELEPHONE TO THE CELLULAR NETWORK					
4001379.0280	SELF-DIAGNOSTIC SYSTEM FOR CELLULAR-TRANSCEIVER SYSTEMS WITH REMOTE-REPORTING CAPABILITIES	United States of America (USA)	09/392,017	9/8/1999	6,690,923	2/10/2004
4001379.0309	CONCURRENT WIRELESS/LANDLINE INTERFACE APPARATUS AND METHOD	United States of America (USA)	09/167,928	1/23/2001	6,775,522	8/10/2004
4001379.0305	CONCURRENT WIRELESS/LANDLINE INTERFACE APPARATUS AND METHOD	United States of America (USA)	09/727,738	2/20/2001	6,783,517	8/31/2004
4001379.0790	CONCURRENT WIRELESS/LANDLINE INTERFACE APPARATUS AND METHOD	United States of America (USA)	10/768,004	2/2/2004		
4001379.0792	Apparatus For Wirelessly-Coupling A Bluetooth-Wireless Cellular Mobile Handset To A Docking Station For Connecting A Standard Telephone Set To The Cellular Network	United States of America (USA)	10/823,881	4/15/2004	7,024,189	4/4/2006
4001379.0795	Apparatus to Wireless by Coupling Bluetooth	United States of America (USA)	10/892,971	7/19/2004	7,069,006	6/27/2006
4001379.0800	Method and Apparatus for Improving Premises-Line Call Availability in an Alarm System	United States of America (USA)	11/292,040	12/1/2005		
400 1379.0802	Apparatus for wirelessly-coupling a Bluetooth-wireless cellular mobile handset to a docking station for connecting a standard telephone set to the cellular network	United States of America (USA)	11/348,209	2/6/2006		
4001379.0277	METHOD AND APPARATUS TO PROTECT FIXED WIRELESS TERMINAL	United States of America (USA)	09/409,891	10/1/1999	6,615,056	9/2/2003

Alternate	Title	Country	App S	App Date	Patent #	Issue Date
	FROM FOREIGN VOLTAGE AT THE TIP AND RING CONNECTION					
4001379.0248	CONCURRENT WIRELESS/LANDLINE INTERFACE APPARATUS WITH TESTING MEANS	United States of America (USA)	08/528,067	9/14/1995	5,812,637	9/22/1998
4001379.0278	METHOD AND APPARATUS FOR INTERFACING A CELLULAR FIXED WIRELESS TERMINAL TO THE EXTENSION SIDE OF A PBX/PABX	United States of America (USA)	09/408,709	9/30/1999	6,324,410	11/27/2001
4001379.0336	METHOD AND APPARATUS FOR IMPROVING PREMISES-LINE CALL AVAILABILITY IN AN At-ARM SYSTEM	United States of America (USA)	10/298,479	11/18/2002	6,973,165	12/6/2005
4001379.0333	DEVICE FOR DIRECTING A PREMISES ALARM PANAL	United States of America (USA)	10/303,693	11/25/2002	6,825,762	11/30/2004
4001379.0265	METHOD OF DETERMINING END-OF-DIALING FOR CELLULAR INTERFACE COUPLING A STANDARD TELEPHONE TO THE CELLULAR NETWORK	United States of America (USA)	09/954,050	4/1/1998	6,035,220	3/7/2000
4001379.0746	SELF DIAGNOSTIC SYSTEM FOR CELLULAR-TRANSCEIVER SYSTEMS WITH REMOTE-REPORTING CAPABILITIES	United States of America (USA)	08/505,868	7/24/1995	5,859,894	1/12/1999
4001379.0784	SELF DIAGNOSTIC SYSTEM FOR CELLULAR TRANSCEIVER SYSTEMS WITH REMOTE-REPORTING CAPABILITIES	United States of America (USA)	99/160,995	9/25/1998	5,966,428	10/12/1999
400 1379.0711	SELF DIAGNOSTIC SYSTEM FOR CELLULAR-TRANSCEIVER SYSTEMS WITH	United States of America (USA)	08/205,029	3/2/1994	5,469,494	11/21/1995

Alternate	Title	Country	App \$	App Date	Patent #	Issue Date
	REMOTE-REPORTING CAPABILITIES					
4001379.0236	CONCURRENT WIRELESS/LANDLINE INTERFACE APPARATUS AND METHOD	United States of America (USA)	08/369,539	1/5/1995	5,715,296	2/3/1998
4001379.0233	CONCURRENT WIRELESS/LANDLINE INTERFACE APPARATUS AND METHOD	United States of America (USA)	08/309,845	9/20/1994	5,946,616	8/31/1998
4001379.0072	HOUSING FOR A CELLULAR INTERFACE UNIT	United States of America (USA)	291007,574	4/24/1993	DES. 362,003	8/5/1995
4001379.0089	PERSONAL COMMUNICATIONS SYSTEM BASESTATION	United States of America (USA)	016,120	12/8/1993	DES. 354,749	1/24/1995
4001379.0021	SYSTEM FOR INTERFACING A STANDARD TELEPHONE SET WITH A RADIO TRANSCEIVER	United States of America (USA)	947,630	12/30/1986	4,737,975	4/12/1988
4001379.0040	MICROPROCESSOR CONTROLLED AMPLIFIER	United States of America (USA)	07/266093	11/2/1988	4868319	9/19/1989
4001379.0266	METHOD OF AUTOMATICALLY SETTING CELLULAR RADIO MODULATION LEVEL FOR FAX, DATA TRANSMISSION	United States of America (USA)	09/021,961	2/11/1998		
4001379.0301	CALL ID	United States of America (USA)	09/692,666	10/19/2000		
4001379.0341	APPARATUS THAT CONNECTS A BLUETOOTH ENABLED MOBILE HANDSET WIRELESSLY TO PLAIN OLD TELEPHONE SERVICE	United States of America (USA)	10/459,374	6/11/2003	6,778,824	8/17/2004
4001379.0894	Short Synchronization Time Data Modem	United States of America (USA)	09/280,400	3/29/1999	6,625,209	9/23/2003
4001379.0805	Cellular Telephone-Modem Interface for Data	United States of	877,244	6/17/1997	5,873,039	2/16/19 99

Alternate	Title	Country	App #	App Date	Patent #	Issue Date
	Communications	America (USA)				
4001379.0033	SYSTEM FOR INTERFACING A STANDARD TELEPHONE SET WITH A RADIO TRANSCEIVER	Venezuela	79087	5/25/1987	50980	3/29/1994

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated June 27, 2006.

EXHIBIT "C"

TRADEMARKS

TRADEMARK

DESCRIPTION COUNTRY SERIAL NO. REG. NO. STATUS

Mark	Alternate #	Country	Serial No.	Filing Date	Reg. No.	Reg. Date
TELULAR	4001379.0791	Australia	954122	5/15/2003	954122	1/8/2004
TELULAR	4002379.0157	Austria	AM 5489/93	11/2/1993	1.52679	5/18/1994
TELULAR	4001379.0123	Bolivia	802	3/24/1994	68964-C	11/16/1998
PHONECELL	4001379.0224	Brazil	817665455	2/21/1996	817665455	2/21/1996
TELULAR	4001379.0074	Brazil	817665412	2/21/1996	81.7665412	2/21/1996
AXCELL	4001379.0243	Canada	763,862	9/25/1994	457018	5/3/1996
PCS ONE	4D013790117	China	784643	10/21/1995	784645	10/21/1995
TELCEL	4001379.0237	China	914463	9/14/1996	914463	12/14/1996
PCS ONE	4001379.0239	China	914464	2/27/1995	914464	12/14/1996
PHONECELL	4001379.0000	China	924462	12/13/1996	914462	12/13/1996
TELULAR	4001379.0079	Colombia	184375	11/30/1995	184375	11/30/1995
TELULAR	4001379.0164	India	262227	9/29/1995	682032	9/29/1995
TELULAR	4001379.0176	Israel	90222	12/7/1993	90222	7/1.2/1993
PHONECELL	4001379.01.77	Israel	90223	12/7/1993	90223	8/5/1997
TELULAR	4001379.0148	Luxembourg	804043	9/30/1993	538494	9/30/1993
T PLUS DESIGN	4001379.0050	Mexico	84,909	4/6/1990	384,359	4/6/1990
CNTE PLUS DESIGN	4001379.0051	Mexico	84,901	4/6/1990	395,615	4/6/1990
TELULAR	4001379.0052	Mexico	84,900	4/6/1995	384,358	4/6/1990
CNTE PLUS DESIGN	4001379.0056	Mexico	100,543	11/8/1990	401,285	11/8/1990
PHONECELL	4001379.0125	Mexico	182264	9/1/1994	600605	2/19/1999
TELULAR	4001379.0073	Nigeria	18693/93	7/30/1993	18693/93	7/30/1993
PHONECELL	4001.379.0141	Peru	232.621.	12/7/1993	06297	3/21/1994
TELULAR	4001379.0078	Peru	003548	11/29/1993	003548	11/29/1993
TELULAR	4001.379.0186	Philippines	91105	2/18/2994	54029	1/9/1997
TELULAR	4001379.0130	Portugal	295.433	10/20/1993	295433	12/20/1994
PHONECELL	4001379.0131	Portugal	295.432	10/20/1993	295432	12/20/1994
TELULAR	4001379.0193	South Africa	938462	9/22/1993	93/08462	9/22/1993
TELULAR	4001379.0180	South Korea	93-36690	9/23/1994	307436	1/28/1995
TELULAR	4001379.0080	Spain	1757697	4/23/1993	1757697	2/5/1996
TELULAR	4001379.0230	US	74/520,927	5/9/1994	1,897,41.7	6/6/1995
HEXAGON LOGO	4001379.0069	US	74/349,224	1/19/1993	1,845,080	7/12/1994
PHONECELL	4001379.0064	US	74/318,593	9/29/1992	1,852,941	9/6/1994
CELJACK	4001379.0038	US	73/748,188	8/25/1988	1,534,082	4/11/1989
TELULAR	4001379.0026	US	73/665,853	6/11/1987	1,484,110	4/12/1988
TELGUARD	4001379.0605	USA	74/443,036	10/1/1993	1,855,592	9/27/1994
TELULAR.=	4001.379.0075	Venezuela	P-185063	2/2/1996	P-185063	2/2/1996

Exhibit "D" attached to that certain Intellectual Property Security Agreement dated June 27, 2006.

EXHIBIT "D"

MASK WORKS

<u>MASK WORK</u>				
<u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>

None.

Exhibit "E" attached to that certain Intellectual Property Security Agreement dated June 27, 2006.

EXHIBIT "E"

LICENSES

Qualcomm license

Freescale license

957149.3