UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): January 5, 2016

NOVATEL WIRELESS, INC.
(Exact name of registrant as specified in its charter)

Delaware	**000-31659**	**86-0824673**
(State or other jurisdiction of incorporation)	**(Commission file number)**	**(I.R.S. Employer identification number)**

9645 Scranton Road
San Diego, California 92121
(Address of principal executive offices) (Zip Code)

(858) 812-3400
(Registrant's telephone number, including area code)

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement.

Amendments to Agreement and Plan of Merger and Escrow Agreement

Reference is made to that certain (i) Agreement and Plan of Merger, dated March 27, 2015 (the "Original Merger Agreement"), by and among Novatel Wireless, Inc. (the "Company"), Duck Acquisition, Inc., a wholly owned subsidiary of the Company ("Merger Sub"), R.E.R. Enterprises, Inc. ("RER"), certain stockholders of RER, and Ethan Ralston, as the representative of the holders of the common stock of RER (the "Stockholders' Representative"), pursuant to which Merger Sub was merged with and into RER (the "Merger"), with RER being the surviving corporation in the Merger, and (ii) Escrow Agreement, dated March 27, 2015 (the "Original Escrow Agreement"), by and among the Company, the Stockholders' Representative and Wilmington Trust, N.A. (the "Escrow Agent").

On January 5, 2016, (i) the Company and the Stockholders' Representative entered into that certain Amendment No. 1 to Agreement and Plan of Merger (the "Amended Merger Agreement"), and (ii) the Company, the Stockholders' Representative and the Escrow Agent entered into that certain Amendment No. 1 to Escrow Agreement (the "Amended Escrow Agreement").

$15,000,000 of Stock Payment Shares

Pursuant to the Original Merger Agreement, the holders of the common stock of RER (the "RER Stockholders") were entitled to receive $15,000,000 in shares of the Company's common stock ("Stock Payment Shares"), with such shares expected to be issued in March 2016 (the actual due date of such payment, the "2016 Payment Date"). Assuming a closing price of $1.54 (the closing price of the Company's common stock as quoted on the NASDAQ Stock Market on the last trading day prior to the filing of this Current Report on Form 8-K), the Company would have been required to issue 9,740,260 shares of Company common stock to the RER Stockholders.

Pursuant to the terms of the Amended Merger Agreement, in lieu of the issuance of any Stock Payment Shares to the RER Stockholders on the 2016 Payment Date, the Company will pay to the RER Stockholders cash of $15,000,000 in five (5) installments over a four (4) year period as follows:

- $1,875,000 to be paid on March 15, 2016;
- $1,875,000 to be paid on September 15, 2016;
- $3,750,000 to be paid on March 15, 2017;
- $3,750,000 to be paid on March 15, 2018; and
- $3,750,000 to be paid on March 15, 2019.

2015, 2016 and 2017 Earn-Out Payments

Under the Original Merger Agreement, the RER Stockholders were entitled to receive earn-out payments totaling up to $25,000,000 (the "Earnout Payments") in the event that certain financial targets were achieved by RER during each fiscal year as follows: (i) up to $7,500,000 for the fiscal year ended 2015 (any such amount expected to be paid to the RER Stockholders in March 2016); (ii) up to $7,500,000 for the fiscal year ended 2016 (any such amount expected to be paid to the RER Stockholders in March 2017); and (iii) up to $10,000,000 for the fiscal year ended 2017 (any such amount expected to be paid to the RER Stockholders in April 2019); provided that the payment of any such amount for the fiscal year ended 2017 was contingent on neither the Chairman nor the Chief Executive Officer of RER voluntarily terminating his employment with RER prior to the four-year anniversary of the closing date of the Merger. In addition, the Company had the option to pay any or all of the Earnout Payments in cash or by the issuance of shares of Company common stock.

Pursuant to the terms of the Amended Merger Agreement (i) in lieu of paying up to $7,500,000 on the 2016 Payment Date for any Earnout Payment earned for the fiscal year ended December 2015, the Company will make any such Earnout Payment in five (5) cash installments over a four (4) year period as follows: 1/8 of any such payment shall be made on each of March 15, 2016 and September 15, 2016; and 1/4 of any such payment shall be made on each of March 15, 2017, 2018 and 2019; and (ii) in lieu of paying up to $17,500,000 in potential further Earnout Payments, the Company will issue to the RER Stockholders a total of 2,920,000 shares of Company common stock as follows: (1) 973,334 shares shall be issued on March 15, 2017; (2) 973,333 shares shall be issued on March 15, 2018; and (3) 973,333 shares shall be issued on March 15, 2019; provided that in each case of clauses (1), (2) and (3), if Ethan Ralston voluntarily terminates his employment with RER, then the right to receive any shares of Company common stock not then due and payable to the RER Stockholders shall be forfeited and the Company shall not be obligated to issue any further shares. Under the Amended Merger Agreement, the Company has agreed to register

any such shares of Company common stock that are issued to the RER Stockholders for resale by such stockholders after the issuance thereof.

The Escrow Fund

Under the Original Merger Agreement and the Original Escrow Agreement, $1.5 million of the total consideration paid to the RER Stockholders in connection with the Merger was placed in an escrow fund (the "Escrow Fund") which was scheduled to be released to the RER Stockholders on May 15, 2016.

Under the Amended Merger Agreement and the Amended Escrow Agreement, the Escrow Fund will be released to the RER Stockholders on January 8, 2016.

Amendment to Credit and Security Agreement

On January 5, 2016, the Company, Enfora, Inc. ("Enfora"), Feeney Wireless, LLC ("FW" and, together with the Company and Enfora, the "Borrowers"), RER, and Feeney Wireless IC-DISC, Inc. ("IC-DISC" and, together with RER, the "Guarantors"), entered into a Seventh Amendment to Credit and Security Agreement (the "Credit Agreement Amendment") with Wells Fargo Bank, National Association (the "Lender"). The Credit Agreement Amendment amends that certain Credit and Security Agreement, dated as of October 31, 2014 (as amended, modified and supplemented from time to time, the "Credit Agreement"), among the Borrowers, the Guarantors and the Lender, to permit the amendments to the Original Merger Agreement and the Original Escrow Agreement contemplated by the Amended Merger Agreement and the Amended Escrow Agreement, respectively.

The foregoing description of the Credit Agreement Amendment does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Credit Agreement Amendment, a copy of which is attached hereto as Exhibit 10.1 and the terms of which are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

2.1	Amendment No. 1 to Agreement and Plan of Merger, dated January 5, 2016, by and among Novatel Wireless, Inc., Duck Acquisition, Inc., R.E.R. Enterprises, Inc., certain stockholders of R.E.R. Enterprises, Inc. and Ethan Ralston, as the representative of the R.E.R. stockholders.
2.2	Amendment No. 1 to Escrow Agreement, dated January 5, 2016, by and among Novatel Wireless, Inc., Ethan Ralston, as the representative of the R.E.R. stockholders, and Wilmington Trust, N.A.
10.1	Seventh Amendment to Credit and Security Agreement, dated as of January 5, 2016, by and among Novatel Wireless, Inc., Enfora, Inc. and Feeney Wireless, LLC, as Borrowers, R.E.R. Enterprises, Inc. and Feeney Wireless IC-DISC, Inc., as Guarantors, and Wells Fargo Bank, National Association, as Lender.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Novatel Wireless, Inc.

By: /s/ Lance Bridges

Lance Bridges

Senior Vice President, General Counsel and Secretary

Date: January 11, 2016

Exhibit 2.1

AMENDMENT NO. 1 TO AGREEMENT AND PLAN OF MERGER

This Amendment No. 1, dated as of January 5, 2016, (this ***"Amendment"***) to the Agreement and Plan of Merger, dated as of March 27, 2015 (the ***"Agreement"***) by and among (i) Novatel Wireless, Inc., a Delaware corporation (***"Parent"***), (ii) Duck Acquisition, Inc., an Oregon corporation and wholly owned subsidiary of Parent (***"Merger Sub"***), (iii) R.E.R. Enterprises, Inc., an Oregon corporation (the ***"Company"***), (iv) the stockholders of the Company as set forth on the signature page(s) of the Agreement (the ***"Major Stockholders"***), and (v) Ethan Ralston, as the representative of the holders of Company Common Stock (the ***"Stockholders' Representative"***), is made and entered into by and among Parent and the Stockholders' Representative. Capitalized terms used but not defined in this Amendment shall have the respective meanings ascribed to such terms in the Agreement, which will remain in full force and effect as amended hereby.

RECITALS

WHEREAS, the parties to the Agreement wish to amend the Agreement to provide for, among other things, certain changes to the consideration payable and the timing of any such payments under the Agreement;

WHEREAS, pursuant to Section 9.2 of the Agreement, the Agreement may be amended only by the written agreement of Parent and the Stockholders' Representative; and

WHEREAS, Parent and the Stockholders' Representative desire to enter into this Amendment No. 1 to the Agreement to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto, intending to be legally bound, agree as follows:

AGREEMENT

1. Amendment to the Agreement.

1.1 Section 2.1 - Conversion of Stock. Section 2.1(a) of the Agreement is hereby amended and restated in its entirety to read as follows:

> **(a)** each share of Company Common Stock (other than Excluded Shares) issued and outstanding immediately prior to the Effective Time shall be canceled and converted into the right to receive, without interest and at the times and in the manner set forth in Section 2.3: (i) the Per Share Closing Cash Consideration; (ii) subject to Section 2.9, the Per Share Escrow Amount; (iii) the Per Share Cash Payment; (iv) the Per Share 2015 Earn-Out Payment, if any; and (v) the Per Share Stock Payment;

1.2 Section 2.2 - Merger Consideration Definitions and Covenants. Section 2.2(a) of the Agreement is hereby amended as follows:

(a) to add the following new definition:

"Per Share Cash Payment" shall be determined by dividing (A) $15,000,000, by (B) the Fully Diluted Share Amount.

(b) to amend and restate in its entirety the definition of ***"Total Stock Payment Shares"*** as follows:

"Total Stock Payment Shares" shall be equal to 2,920,000 shares of Parent Common Stock.

1.3 Section 2.3 - Timing of Payment of Merger Consideration. Section 2.3 of the Agreement is hereby amended and restated in its entirety to read as follows:

2.3 Timing of Payment of Merger Consideration. Any payments that Parent may be obligated to make pursuant to Section 2.1 shall be made at the following times:

(a) the Per Share Closing Cash Consideration shall be paid no later than the second (2nd) Business Day after the Closing Date;

(b) the Per Share Escrow Amount shall be paid no later than the Escrow Fund Release Date;

(c) the Per Share Cash Payment shall be made in five (5) installments payable as follows: one-eighth (1/8th) of the Per Share Cash Payment shall be paid on March 15, 2016; one-eighth (1/8th) of the Per Share Cash Payment shall be paid on September 15, 2016; one-fourth (1/4th) of the Per Share Cash Payment shall be paid on March 15, 2017; one-fourth (1/4th) of the Per Share Cash Payment shall be paid on March 15, 2018; and one-fourth (1/4th) of the Per Share Cash Payment shall be paid on March 15, 2019;

(d) the Per Share 2015 Earn-Out Payment, if any, shall be made in five (5) installments payable as follows: one-eighth (1/8th) of the Per Share 2015 Earn-Out Payment shall be paid on March 15, 2016; one-eighth (1/8th) of the Per Share 2015 Earn-Out Payment shall be paid on September 15, 2016; one-fourth (1/4th) of the Per Share 2015 Earn-Out Payment shall be paid on March 15, 2017; one-fourth (1/4th) of the Per Share 2015 Earn-Out Payment shall be paid on March 15, 2018; and one-fourth (1/4th) of the Per Share 2015 Earn-Out Payment shall be paid on March 15, 2019; and

(e) the Per Share Stock Payment shall be made in three (3) installments payable as follows: 973,334 shares will be issued on March 15, 2017; 973,333 shares will be issued on March 15, 2018; and 973,333 shares will be issued on

March 15, 2019 (each an "Issuance Date"), provided however, that if on any such Issuance Date circumstances exist which would constitute an Allowed Delay (as defined in Section 2.17(b)), then the issuance of shares of the affected installment shall be delayed until promptly after the end of such Allowed Delay;

provided however that, notwithstanding the foregoing, if Ethan Ralston voluntarily terminates his employment with the Company, then any of the payments to be made under Section 2.3(e) that have not yet become due and payable, will be cancelled and forfeited and, except to the extent of any Per Share Stock Payment due but not yet paid, no further Per Share Stock Payment will be due and payable to any Person under Section 2.1(a)(v) or Section 2.7(b)(ii)(v).

1.4 Section 2.4 - Consideration Type; Calculation of Stock Payments. Section 2.4 of the Agreement is hereby amended and restated in its entirety to read as follows:

2.4 Consideration Type. Payment of the Per Share Cash Payment and the Per Share 2015 Earn-Out Payment, if any, shall be made in cash at the times and in the manner set forth in Section 2.3.

1.5 Section 2.7 - Treatment of Other Company Securities. Section 2.7(b)(ii) of the Agreement is hereby amended and restated in its entirety to read as follows:

(ii) without interest, and at the times and in the manner set forth in Section 2.3: (i) the Per Share Closing Cash Consideration; (ii) subject to Section 2.9, the Per Share Escrow Amount; (iii) the Per Share Cash Payment; (iv) the Per Share 2015 Earn-Out Payment, if any; and (v) the Per Share Stock Payment.

1.6 Section 2.15 - Acceleration of Earn-Out Payments. Section 2.15 of the Agreement is hereby amended and restated in its entirety to read as follows:

2.15 Acceleration of Earn-Out Payments. Notwithstanding the provisions of Section 2.3, in the event of any of the following events prior to the date that is the fourth (4^{th}) anniversary of the Closing Date: (a) occurrence of any Sale Transaction, or (b) any decision by or on behalf of the Company to seek protection from its creditors under applicable bankruptcy or similar laws (***"Acceleration Event"***), then any unpaid annual installments of: (i) the Per Share Cash Payment; (ii) the Per Share 2015 Earn-Out Payment, if any; or (iii) the Per Share Stock Payment shall be paid within five (5) business days after the occurrence of the Acceleration Event. If the 2015 Earn-Out Payment is made pursuant to this Section 2.15, it shall be calculated in accordance with Section 2.2(a) provided that if the Acceleration Event occurs prior to the date where calculations can be made with respect to the 2015 Earn-Out Payment, then the 2015 Earn-Out Payment shall be the maximum 2015 Earn-Out Payment which could otherwise have been achieved.

1.7 ARTICLE II - CONVERSION OF SECURITIES; WORKING CAPITAL ADJUSTMENT. ARTICLE II of the Agreement is hereby amended to add to the Agreement the following Section 2.17:

2.17 Registration of Shares.

(a) As soon as reasonably practicable after issuance, Parent will register for resale the Total Stock Payment Shares when any such shares are issued at the times and in the manner set forth in Section 2.3(e). Parent shall prepare and file with the U.S. Securities and Exchange Commission one or more registration statements on Form S-3 or any successor form thereto for an offering to be made on a continuous or delayed basis pursuant to Rule 415 of the Securities Act of 1933, as amended (the ***"Securities Act"***), covering the resale of all of the Total Stock Payment Shares to be registered thereunder. Without limiting the foregoing, Parent may elect to amend on a post-effective basis, any registration statement previously filed with respect to any Total Stock Payment Shares to include for resale newly issued Total Stock Payment Shares.

(b) Parent may delay the filing of any registration statement or suspend the use of any prospectus included in any registration statement contemplated by this Section 2.17 in the event that Parent determines in good faith that such delay or suspension is necessary to (i) delay the disclosure of material non-public information concerning Parent, the disclosure of which at the time is not, in the good faith opinion of Parent after consultation with legal counsel, in the best interests of Parent or (ii) amend or supplement the affected registration statement or the related prospectus so that such registration statement or prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the case of the prospectus in light of the circumstances under which they were made, not misleading (an ***"Allowed Delay"***); *provided*, that Parent shall promptly: (1) notify the Major Stockholders in writing of the commencement of the Allowed Delay; (2) advise the Major Stockholders in writing to cease all sales under the registration statement until the end of the Allowed Delay; and (3) use commercially reasonable efforts to terminate an Allowed Delay as promptly as practicable, and in any event file such registration statement or terminate the suspension of the relevant prospectus within seven (7) business days after the material non-public information which caused such Allowed Delay has been publicly disclosed or is no longer material.

(c) Parent shall bear all expenses associated with bringing each registration statement effective.

(d) Parent shall use commercially reasonable efforts to cause any registration statement filed pursuant to this Section 2.17 to become effective and to remain continuously effective for a period that will terminate upon the earlier of (i) the date on which all of the shares of the Total Stock Payment Shares covered by such registration statement have been sold, and (ii) the date on which all of the Total Stock Payment Shares covered by such registration statement may be sold without restriction

pursuant to Rule 144 of the Securities Act.

1.8 Section 2.9 - Escrow Fund; Share of Escrow. Section 2.9(b) of the Agreement is hereby amended and restated in its entirety to read as follows:

> **(b)** At or prior to the Effective Time, Parent, the Stockholders' Representative and the Escrow Agent shall enter into an escrow agreement substantially in the form of **Exhibit D** (the ***"Escrow Agreement"***), which provides, among other things, for payments, as necessary, to secure the rights of the Parent Indemnified Parties as set forth in Article VIII. At the Closing, Parent shall deposit the Escrow Fund Amount with the Escrow Agent. The Escrow Fund shall be held, administered and released by the Escrow Agent in accordance with the terms of the Escrow Agreement, as amended pursuant to Amendment No. 1 to Escrow Agreement executed by the parties concurrently herewith, the terms and provisions of which are incorporated herein by reference.

1.9 Section 2.13 - Post - Closing Operating Covenants. Sections 2.13(a)(i) and (ii) of the Agreement are hereby deleted in their entirety and are of no further legal force and effect.

1.10 Section 8.4 - Payment of Indemnification Claims. Section 8.4(b) of the Agreement is hereby amended and restated in its entirety to read as follows:

> **(b)** Subject to the limitations set forth in Section 8.6, in the event the Losses suffered by a Parent Indemnified Party exceed the amount of any funds then held in the Escrow Fund, then any Losses that exceed the amount of any such funds then held in the Escrow Fund shall be satisfied by a reduction in Total Stock Payment Shares, with such reduction in the number of shares of Parent Common Stock being determined by dividing (A) the amount of Losses required to be paid, by (B) the closing price of Parent Common Stock as quoted on the NASDAQ stock market on the date the amount of the Loss is finally determined (or if such date is not a trading day, then the trading day immediately preceding the date the amount of such Loss is finally determined).

1.11 Limitations on Liability. Section 8.6(a) of the Agreement is hereby amended and restated in its entirety to read as follows:

> **(a)** No Parent Indemnified Party shall be entitled to recover any Losses under this Article VIII unless and until the aggregate Losses under this Agreement exceed $150,000 (the "Deductible"), in which event the Parent Indemnified Party may assert its right to indemnification hereunder only for such Losses in excess of the Deductible; provided that in no event shall the aggregate indemnification for all Losses of the Parent Indemnified Party exceed twelve (12%) of the sum of: (A) $10,000,000.00; (B) the Per Share Cash Payment actually paid; and (C) the Per Share 2015 Earn Out Payment actually paid, provided, however, that the foregoing limitation does not apply to the following:
>
> (i) claims with respect to any amounts owed to Parent in connection with the working capital adjustments contemplated by Article II;

(ii) claims under Section 8.1(a) relating to a breach of the representations set forth in Sections 3.1, 3.2, 3.4, 3.5, 3.21 and 3.31; or

(iii) claims under Sections 8.1(b), (c), (d), (e), (f), (g), (h) and (i).

1.12 Exhibit A - Certain Definitions. Exhibit A of the Agreement is hereby amended as follows:

(a) to amend and restate in its entirety the definition of ***"Escrow Fund Release Date,"*** as provided below:

"Escrow Fund Release Date" shall mean three (3) business days after the date of this Amendment as set forth hereinabove.

(b) to add the following new definitions:

"Allowed Delay" shall have the meaning set forth in Section 2.17.

"Per Share Cash Payment" shall have the meaning set forth in Section 2.2.

"Securities Act" shall have the meaning set forth in Section 2.17.

2. **No Other Amendments.** Except as expressly amended by this Amendment, all of the provisions of the Agreement will remain in full force and effect.

3. **Counterparts.** This Amendment may be executed in any number of counterparts and by facsimile signatures, any one of which need not contain the signatures of more than one (1) party and each of which shall be an original, but all such counterparts taken together shall constitute one and the same instrument. The exchange of copies of this Amendment and of signature pages by facsimile transmission or by e-mail transmission in portable digital format (or similar format) shall constitute effective execution and delivery of such instrument(s) as to the parties and may be used in lieu of the original Amendment for all purposes. Signatures of the parties transmitted by facsimile or by e-mail transmission in portable digital format (or similar format) shall be deemed to be their original signatures for all purposes.

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IN WITNESS WHEREOF, the undersigned have duly executed this Amendment.

“PARENT”

NOVATEL WIRELESS, INC.

/s/ Michael Newman

By: Michael Newman

Title: Chief Financial Officer

“**STOCKHOLDERS’ REPRESENTATIVE**”

/s/ Ethan Ralston

Ethan Ralston, in his capacity as Stockholders’ Representative

Exhibit 2.2

AMENDMENT NO. 1 TO
ESCROW AGREEMENT

This Amendment No. 1, dated as of January 5, 2016, (this ***"Amendment"***) to the Escrow Agreement, dated as of March 27, 2015 (the ***"Escrow Agreement"***) by and among Novatel Wireless, Inc., a Delaware corporation (***"Parent"***), Ethan Ralston as the representative (the ***"Stockholders' Representative"***) of the holders of the outstanding securities of R.E.R. Enterprises, Inc., an Oregon corporation (the ***"Company"***), and Wilmington Trust, N.A., as escrow agent (the ***"Escrow Agent"***) is made and entered into by and among Parent, the Stockholders' Representative, and the Escrow Agent. Capitalized terms used but not defined in this Amendment shall have the respective meanings ascribed to such terms in the Escrow Agreement, which will remain in full force and effect as amended hereby.

RECITALS

WHEREAS, the parties to the Escrow Agreement wish to amend the Escrow Agreement to change the date certain funds will be distributed thereunder;

WHEREAS, pursuant to Section 11 of the Escrow Agreement, the Escrow Agreement may be amended only by a written document signed by Parent, the Stockholders' Representative, and the Escrow Agent; and

WHEREAS, Parent, the Stockholders' Representative, and the Escrow Agent desire to enter into this Amendment No. 1 to the Escrow Agreement to amend the Escrow Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto, intending legally to be bound, agree as follows:

AGREEMENT

1. **Amendment to Section 8 of the Escrow Agreement.** The definition of Escrow Fund Release Date shall be three (3) business days after the date of this Amendment as set forth hereinabove.

2. **No Other Amendments.** Except as expressly amended by this Amendment, all of the provisions of the Escrow Agreement will remain unchanged and in full force and effect.

3. **Counterparts.** This Amendment may be executed in any number of counterparts and by facsimile signatures, any one of which need not contain the signatures of more than one (1) party and each of which shall be an original, but all such counterparts taken together shall constitute one and the same instrument. The exchange of copies of this Amendment and of signature pages by facsimile transmission or by e-mail transmission in portable digital format (or similar format) shall constitute effective execution and delivery of such instrument(s) as to the parties and may be used in lieu of the original Amendment for all purposes. Signatures of the parties transmitted by facsimile or by e-mail transmission in portable digital format (or similar format) shall be deemed to be their original signatures for all purposes.

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IN WITNESS WHEREOF, the undersigned have duly executed this Amendment.

“PARENT”

NOVATEL WIRELESS, INC.

/s/ Michael Newman

By: Michael Newman
Title: Chief Financial Officer

“**STOCKHOLDERS’ REPRESENTATIVE**”

/s/ Ethan Ralston

Ethan Ralston, in his capacity as Stockholders’ Representative

“ESCROW AGENT”

WILMINGTON TRUST, N.A.

By: /s/ Jane Snyder
Name: Jane Snyder
Title: Vice President

Exhibit 10.1

SEVENTH AMENDMENT TO CREDIT AND SECURITY AGREEMENT

THIS SEVENTH AMENDMENT TO CREDIT AND SECURITY AGREEMENT (this "Amendment"), dated as of January 5, 2016, is entered into by and among **NOVATEL WIRELESS, INC.**, a Delaware corporation ("Novatel"), **ENFORA, INC.**, a Delaware corporation ("Enfora"), and **FEENEY WIRELESS, LLC**, an Oregon limited liability company ("Feeney Wireless"; Novatel, Enfora and Feeney Wireless are sometimes referred to in this Amendment individually as a "Borrower" and collectively as the "Borrowers"), **R.E.R. ENTERPRISES, INC.**, an Oregon corporation ("RER Enterprises"), and **FEENEY WIRELESS IC-DISC, INC.**, a Delaware corporation ("Feeney Wireless IC-DISC"; RER Enterprises and Feeney Wireless IC-DISC are sometimes referred to in this Amendment individually as a "Guarantor" and collectively as the "Guarantors"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION** (the "Lender"). Borrowers and Guarantors are sometimes individually referred to herein as a "Loan Party" and collectively referred to herein as the "Loan Parties". Terms used herein without definition shall have the meanings ascribed to them in the Credit Agreement defined below.

RECITALS

A. The Lender, Borrowers and Guarantors have previously entered into that certain Credit and Security Agreement dated as of October 31, 2014 (as amended, modified and supplemented from time to time, the "Credit Agreement"), pursuant to which the Lender has made certain loans and financial accommodations available to Borrowers.

B. Borrowers and Guarantors have requested that certain amendments be made to the Credit Agreement, and Lender is willing to amend the Credit Agreement on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Amendments to Credit Agreement.

1.1 Clause (b)(i) of Section 7.7 of the Credit Agreement is hereby amended to read in its entirety as follows:

> "(i) any agreement, instrument, document, indenture, or other writing evidencing or concerning Permitted Indebtedness other than (A) the Obligations in accordance with this Agreement or a Bank Product Agreement, (B) Permitted Intercompany Advances, or (C) the Permitted Indebtedness incurred under the Feeney Merger Documents in accordance with the Feeney Merger Amendment;"

1.2 The following new defined terms are hereby added to Schedule 1.1 to the Credit Agreement in the appropriate alphabetical position:

““Feeney Merger Amendment” means that certain Amendment No. 1 to Agreement and Plan of Merger, dated as of January 5, 2016, by and between Novatel Wireless, Inc. and Ethan Ralston, in his capacity as Stockholders’ Representative, and that certain Amendment No. 1 to Escrow Agreement, dated as of January 5, 2016, by and among Novatel Wireless, Inc., Ethan Ralston, in his capacity as Stockholders’ Representative, and Wilmington Trust, N.A., as escrow agent, each in form and substance satisfactory to Lender.”

““Feeney Merger Payment” means any payment required to be made by Novatel Wireless, Inc. pursuant to Section 2.1(a) of the Agreement and Plan of Merger, dated as of March 27, 2015, by and among Novatel Wireless, Inc., Duck Acquisition, Inc., R.E.R. Enterprises, Inc., the stockholders of R.E.R. Enterprises, Inc. party thereto, and Ethan Ralston, in his capacity as Stockholders’ Representative, as amended by the Feeney Merger Amendment.”

1.3 Clause (k) of the definition of “Permitted Indebtedness” set forth in Schedule 1.1 to the Credit Agreement is hereby amended to read in its entirety as follows:

“(k) unsecured Indebtedness (x) (including, but not limited to, earnouts) of any Borrower that is incurred on the date of the consummation of a Permitted Acquisition solely for the purpose of consummating such Permitted Acquisition and (y) in respect of any Feeney Merger Payments so long as, in each case, (i) no Event of Default has occurred and is continuing or would result therefrom, (ii) such unsecured Indebtedness is not incurred for working capital purposes, (iii) such unsecured Indebtedness (other than earnouts and Indebtedness in respect of Feeney Merger Payments) does not mature prior to the date that is 6 months after the Maturity Date, and (iv) such Indebtedness (other than Indebtedness in respect of Feeney Merger Payments) is subordinated in right of payment to the Obligations on terms and conditions satisfactory to Lender; provided, however, that if any Feeney Merger Payment is to be paid in cash, Borrowers shall have Excess Availability in an amount equal to or greater than $10,000,000 for each of the 60 days immediately preceding the date of such Feeney Merger Payment (as determined on a pro-forma basis after giving effect to such Feeney Merger Payment, as though such Feeney Merger Payment was made on the first day of such 60 day period) and immediately after giving effect to any such Feeney Merger Payment;”

2. Amendment Fee. Intentionally Omitted.

3. Effectiveness of this Amendment. This Amendment shall be effective upon Lender’s receipt of the following items, in form and content acceptable to the Lender:

3.1 This Amendment, duly executed in a sufficient number of counterparts for distribution to all parties;

3.2 A copy of that certain Amendment No. 1 to Agreement and Plan of Merger, dated as of the date hereof, by and between Novatel and Ethan Ralston, in his capacity as Stockholders’ Representative, and that certain Amendment No. 1 to Escrow Agreement, dated as of the date hereof, by and among Novatel, Ethan Ralston, in his capacity as Stockholders’ Representative, and Wilmington Trust, N.A., as escrow agent, each certified as true, correct and

complete by an Authorized Person of Novatel;

3.3 The representations and warranties set forth in this Amendment must be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof); and

3.4 All other documents and legal matters in connection with the transactions contemplated by this Amendment shall have been delivered or executed or recorded, as reasonably required by the Lender.

4. Representations and Warranties. Each Loan Party represents and warrants as follows:

4.1 Authority. Each Loan Party has the requisite corporate or limited liability company, as applicable, power and authority to execute and deliver this Amendment, and to perform its obligations hereunder and under the Loan Documents (as amended or modified hereby) to which it is a party. The execution, delivery and performance by the Loan Parties of this Amendment have been duly approved by all necessary corporate or limited liability company, as applicable, action and no other corporate or limited liability company, as applicable, proceedings are necessary to consummate such transactions.

4.2 Enforceability. This Amendment has been duly executed and delivered by the Loan Parties. This Amendment and each Loan Document (as amended or modified hereby) is the legal, valid and binding obligation of each Loan Party, enforceable against each Loan Party in accordance with its terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally, and is in full force and effect.

4.3 Representations and Warranties. The representations and warranties contained in each Loan Document (other than any such representations or warranties that, by their terms, are specifically made as of a date other than the date hereof) are true and correct in all material respects on and as of the date hereof as though made on and as of the date hereof.

4.4 Due Execution. The execution, delivery and performance of this Amendment are within the corporate or limited liability company, as applicable, power of each Loan Party, have been duly authorized by all necessary action, have received all necessary governmental approval, if any, and do not contravene any law or any contractual restrictions binding on any Loan Party except to the extent that any such contravention could not individually or in the aggregate reasonably be expected to cause a Material Adverse Change.

4.5 No Default. No event has occurred and is continuing that constitutes a Default or an Event of Default.

5. No Waiver. Except as otherwise expressly provided herein, the execution of this Amendment and the acceptance of all other agreements and instruments related hereto shall not be deemed to be a waiver of any Default or Event of Default under the Credit Agreement or a waiver of any breach, default or event of default under any other Loan Document or other document held by Lender, whether or not known to Lender and whether or not existing on the date of this Amendment.

6. Release. Each of the Borrowers and Guarantors hereby absolutely and unconditionally releases and forever discharges Lender, and any and all participants, parent corporations, subsidiary corporations, affiliated corporations, insurers, indemnitors, successors and assigns thereof, together with all of the present and former directors, officers, agents and employees of any of the foregoing, from any and all claims, demands or causes of action of any kind, nature or description, whether arising in law or equity or upon contract or tort or under any state or federal law or otherwise, which Borrowers or Guarantors have had, now have or have made claim to have against any such person for or by reason of any act, omission, matter, cause or thing whatsoever arising from the beginning of time to and including the date of this Amendment, whether such claims, demands and causes of action are matured or unmatured or known or unknown. It is the intention of the Borrowers and Guarantors in executing this release that the same shall be effective as a bar to each and every claim, demand and cause of action specified and in furtherance of this intention Borrowers and Guarantors each waives and relinquishes all rights and benefits under Section 1542 of the Civil Code of the State of California, which provides:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MIGHT HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

The parties acknowledge that each may hereafter discover facts different from or in addition to those now known or believed to be true with respect to such claims, demands, or causes of action and agree that this instrument shall be and remain effective in all respects notwithstanding any such differences or additional facts.

7. Costs and Expenses. Borrowers hereby reaffirm their agreement under the Credit Agreement to pay or reimburse Lender on demand for all Lender Expenses incurred by Lender in connection with the Loan Documents. Without limiting the generality of the foregoing, Borrowers specifically agree to pay all reasonable and documented (to the extent such documentation is reasonably requested by Borrowers) out-of-pocket fees and disbursements of counsel to Lender for the services performed by such counsel in connection with the preparation of this Amendment and the documents and instruments incidental hereto. Borrowers hereby agree that Lender may, at any time or from time to time in its sole discretion and without further authorization by Borrowers, make an Advance to the Borrowers under the Credit Agreement, or apply the proceeds of any Advance, for the purpose of paying any such fees, disbursements, costs and expenses.

8. Choice of Law; Venue; Jury Trial Waiver; Arbitration. The validity of this Amendment, its construction, interpretation and enforcement, and the rights of the parties hereunder shall be determined under, governed by, and construed in accordance with the internal laws of the State of California governing contracts only to be performed in that State. All of the terms of Section 13 of the Credit Agreement are hereby incorporated by reference into this Amendment, *mutatis mutandis*.

9. Counterparts. This Amendment may be executed in any number of counterparts and by different parties and separate counterparts, each of which when so executed and delivered, shall

be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by telefacsimile or "pdf" file or other similar method of electronic transmission shall be effective as delivery of a manually executed counterpart of this Amendment.

10. Reference to and Effect on the Loan Documents.

10.1 Upon and after the effectiveness of this Amendment, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to "the Credit Agreement", "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as modified and amended hereby.

10.2 Except as specifically amended by this Amendment, the Credit Agreement and all other Loan Documents, are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed and shall constitute the legal, valid, binding and enforceable obligations of the Borrowers to the Lender and Bank Product Providers, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

10.3 The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Lender under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.

10.4 To the extent that any terms and conditions in any of the Loan Documents shall contradict or be in conflict with any terms or conditions of the Credit Agreement, after giving effect to this Amendment, such terms and conditions are hereby deemed modified or amended accordingly to reflect the terms and conditions of the Credit Agreement as modified or amended hereby.

10.5 This Amendment shall be deemed to be a "Loan Document" (as defined in the Credit Agreement).

11. Ratification. The Loan Parties hereby restate, ratify and reaffirm each and every term and condition set forth in the Credit Agreement and the other Loan Documents to which it is a party, in each case as amended by this Amendment, effective as of the date hereof.

12. Estoppel. To induce the Lender to enter into this Amendment and to continue to make Advances or issue Letters of Credit to or for the account of the Borrowers under the Credit Agreement, the Loan Parties hereby acknowledge and agree that, as of the date hereof, there exists no right of offset, defense, counterclaim or objection in favor of the Loan Parties as against the Lender or any Bank Product Provider with respect to the Obligations.

13. Integration; Conflict; Successors and Assigns; Amendment. This Amendment, together with the other Loan Documents, incorporates all negotiations of the parties hereto with respect to the subject matter hereof and is the final expression and agreement of the parties hereto with respect to the subject matter hereof. In the event of any conflict between this Amendment and the Credit Agreement, the terms of this Amendment shall govern. This Amendment shall bind

and inure to the benefit of the respective successors and assigns of each of the parties, subject to the provisions of the Credit Agreement and the other Loan Documents. No amendment or modification of this Amendment shall be effective unless it has been agreed to by Lender in a writing that specifically states that it is intended to amend or modify this Amendment.

14. Severability. In case any provision in this Amendment shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of this Amendment and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

[signature pages follow]

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date first above written.

BORROWERS:

NOVATEL WIRELESS, INC.

By: /s/ Michael A. Newman
Name: Michael A. Newman
Title: Executive Vice President, Chief Financial Officer and Assistant Secretary

ENFORA, INC.

By: /s/ Michael A. Newman
Name: Michael A. Newman
Title: Executive Vice President, Chief Financial Officer and Assistant Secretary

FEENEY WIRELESS, LLC

By: /s/ Michael A. Newman
Name: Michael A. Newman
Title: Secretary

R.E.R. ENTERPRISES, INC.

By: /s/ Michael A. Newman
Name: Michael A. Newman
Title: Secretary

FEENEY WIRELESS IC-DISC, INC.

By: /s/ Michael A. Newman
Name: Michael A. Newman
Title: Secretary

LENDER:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: /s/ Robin Van Meter

Name: Robin Van Meter

Title: Authorized Signatory