

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

SCHEDULE 13D
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO
§ 240.13d-2(a)

(Amendment No. 2)¹

Novatel Wireless, Inc.
(Name of Issuer)

Common Stock, \$0.001 par value per share
(Title of Class of Securities)

66987M1099
(CUSIP Number)

STEVE WOLOSKY, ESQ.
ANDREW M. FREEDMAN, ESQ.
OLSHAN FROME WOLOSKY LLP
Park Avenue Tower
65 East 55th Street
New York, New York 10022
(212) 451-2300

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

April 7, 2014
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

¹ The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the *Notes*).

1	NAME OF REPORTING PERSON COBB H. SADLER	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) o (b) x	
3	SEC USE ONLY	
4	SOURCE OF FUNDS PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 79,900
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 79,900
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 79,900	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES o	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%	
14	TYPE OF REPORTING PERSON IN	

1	NAME OF REPORTING PERSON EDWARD T. SHADEK	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) o (b) x	
3	SEC USE ONLY	
4	SOURCE OF FUNDS PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,773,164
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 1,773,164
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,773,164	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES o	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.2%	
14	TYPE OF REPORTING PERSON IN	

1	NAME OF REPORTING PERSON ROBERT ELLSWORTH	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) o (b) x	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 818,388
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 818,388
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 818,388	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES o	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.4%	
14	TYPE OF REPORTING PERSON IN	

1	NAME OF REPORTING PERSON ALEX MASHINSKY	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) o (b) x	
3	SEC USE ONLY	
4	SOURCE OF FUNDS PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 68,200
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 68,200
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 68,200	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES o	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%	
14	TYPE OF REPORTING PERSON IN	

1	NAME OF REPORTING PERSON RICHARD A. KARP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) o (b) x	
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON - 0 -	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES o	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0%	
14	TYPE OF REPORTING PERSON IN	

1	NAME OF REPORTING PERSON MAGUIRE FINANCIAL, LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) o (b) x	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,023,900
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 1,023,900
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,023,900	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES o	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.0%	
14	TYPE OF REPORTING PERSON PN	

1	NAME OF REPORTING PERSON MAGUIRE ASSET MANAGEMENT, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) o (b) x	
3	SEC USE ONLY	
4	SOURCE OF FUNDS AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,023,900
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 1,023,900
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,023,900	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES o	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.0%	
14	TYPE OF REPORTING PERSON OO	

1	NAME OF REPORTING PERSON TIMOTHY MAGUIRE	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) o (b) x	
3	SEC USE ONLY	
4	SOURCE OF FUNDS AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,023,900
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 1,023,900
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,023,900	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES o	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.0%	
14	TYPE OF REPORTING PERSON IN	

The following constitutes Amendment No. 2 to the Schedule 13D filed by the undersigned (“Amendment No. 2”). This Amendment No. 2 amends the Schedule 13D as specifically set forth herein.

Item 2. Identity and Background.

Item 2 is hereby amended and restated to read as follows:

- (a) This statement is filed by:
 - (i) Cobb H. Sadler;
 - (ii) Edward T. Shadek;
 - (iii) Robert Ellsworth;
 - (iv) Alex Mashinsky;
 - (v) Richard A. Karp;
 - (vi) Maguire Financial, LP, a Delaware limited partnership (the “Maguire Fund”);
 - (vii) Maguire Asset Management, LLC, a Delaware limited liability company (“Maguire Asset Management”); and
 - (viii) Timothy Maguire.

Each of the foregoing is referred to as a “Reporting Person” and collectively as either the “Reporting Persons” and “Novatel Shareholders for Change”. Each of the Reporting Persons is party to that certain Amended and Restated Joint Filing and Solicitation Agreement, as further described in Item 6. Accordingly, the Reporting Persons are hereby filing a joint Schedule 13D.

(b) The principal business address of Mr. Sadler is c/o Catamount Strategic Advisors LLC, 101 California St., 41st Fl., San Francisco, CA 94111. The principal business address of Mr. Shadek is 73 Ledgeways, Wellesley, MA 02481. The principal business address of Mr. Ellsworth is 2437 Durant Ave., Berkeley, CA 94704. The principal business address of Mr. Mashinsky is 210 East 68th Street, Apt. 13C, New York, NY 10065. The principal business address of Mr. Karp is c/o TicTran Corp., 849-B Independence Avenue, Mountain View, CA 94043. The principal business address of each of the Maguire Fund, Maguire Asset Management and Mr. Maguire is 1810 Ocean Way, Laguna Beach, California 92651.

(c) The principal occupation of Mr. Sadler is serving as Managing Partner of Catamount Strategic Advisors LLC. The principal occupation of Mr. Shadek is serving as a money manager. The principal occupation of Mr. Ellsworth is serving as Founder and Principal of Rue-Ell Enterprises, Inc. The principal occupation of Mr. Mashinsky is serving as Managing Director of Governing Dynamics. The principal occupation of Mr. Karp is serving as a private investor. The principal business of the Maguire Fund is that of a private investment vehicle. The principal business of Maguire Asset Management is providing investment management services and serving as the general partner of the Maguire Fund. The principal occupation of Mr. Maguire is serving as the managing member of Maguire Asset Management.

(d) No Reporting Person has during the last five years been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) No Reporting Person has during the last five years been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Messrs. Sadler, Shadek, Ellsworth, Mashinsky, Karp and Maguire are citizens of the United States of America.

Item 3. Source and Amount of Funds or Other Consideration.

Item 3 is hereby amended to add the following:

The Shares purchased by the Maguire Fund were purchased with working capital (which may, at any given time, include margin loans made by brokerage firms in the ordinary course of business) in open market purchases, except as otherwise noted, as set forth in Schedule A, which is incorporated by reference herein.

The aggregate purchase price of the 1,023,900 Shares owned directly by the Maguire Fund is approximately \$2,304,387, including brokerage commissions.

Item 5. Interest in Securities of the Issuer.

Items 5(a) - (c) are hereby amended and restated to read as follows:

(a) The aggregate percentage of Shares reported owned by each person named herein is based upon 34,313,204 Shares outstanding as of March 14, 2014, which is the total number of Shares outstanding as reported in the Issuer's Registration Statement on Form S-3 filed with the Securities and Exchange Commission on March 17, 2014.

As of the close of business on April 7, 2014, Mr. Sadler directly owned 79,900 Shares, constituting less than 1% of the Shares outstanding.

As of the close of business on April 7, 2014, Mr. Shadek and his wife jointly owned 1,773,164 Shares, constituting approximately 5.2% of the Shares outstanding.

As of the close of business on April 7, 2014, 818,388 Shares were held in the Trust, of which Mr. Ellsworth is the sole trustee, constituting approximately 2.4% of the Shares outstanding.

As of the close of business on April 7, 2014, Mr. Mashinsky directly owned 68,200 Shares, constituting less than 1% of the Shares outstanding.

As of the close of business on April 7, 2014, the Maguire Fund directly owned 1,023,900 Shares, constituting approximately 3.0% of the Shares outstanding. Each of Maguire Asset Management, as the general partner of the Maguire Fund, and Mr. Maguire, as the managing member of Maguire Asset Management, may be deemed to beneficially own the 1,023,900 Shares owned directly by the Maguire Fund.

An aggregate of 3,763,552 Shares, constituting approximately 11.0% of the Shares outstanding, are reported in this Schedule 13D.

(b) Mr. Sadler has the sole power to vote and dispose of the Shares owned directly by him. Mr. Shadek has the sole power to vote and dispose of the Shares owned jointly by him and his wife. Mr. Ellsworth has the sole power to vote and dispose of the Shares held in the Trust. Mr. Mashinsky has the sole power to vote and dispose of the Shares owned directly by him. Maguire Asset Management, the Maguire Fund and Mr. Maguire have sole power to vote and dispose of the Shares owned directly by the Maguire Fund.

Each Reporting Person, as a member of a “group” with the other Reporting Persons for the purposes of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended, may be deemed the beneficial owner of the Shares directly owned by the other Reporting Persons. Each Reporting Person disclaims beneficial ownership of such Shares except to the extent of his or its pecuniary interest therein.

(c) The transactions in the Shares by the Maguire Fund during the past 60 days are set forth on Schedule A and are incorporated herein by reference. Neither Maguire Asset Management nor Mr. Maguire have transacted in the Shares during the past 60 days. None of Messrs. Sadler, Shaddek, Ellsworth, Mashinsky and Karp have transacted in the Shares since the filing of Amendment No. 1 to the Schedule 13D.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Item 6 is hereby amended to add the following:

On April 7, 2014, the Reporting Persons entered into an Amended and Restated Joint Filing and Solicitation Agreement (the “Agreement”) in which, among other things, (a) the Reporting Persons agreed to the joint filing on behalf of each of them of statements on Schedule 13D with respect to the securities of the Issuer, (b) the Reporting Persons agreed to solicit proxies or written consents for the election of the Nominees at the 2014 Annual Meeting under the assumed name Novatel Shareholders for Change (the “Solicitation”), and (c) Messrs. Shaddek, Ellsworth and Maguire agreed to bear all expenses incurred in connection with the Solicitation, including approved expenses incurred by any of the parties in connection with the Solicitation, subject to certain limitations. The Agreement is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

Item 7 is hereby amended to add the following exhibit:

99.1 Amended and Restated Joint Filing and Solicitation Agreement by and among Maguire Financial, LP, Maguire Asset Management, LLC, and Messrs. Sadler, Shaddek, Ellsworth, Mashinsky, Karp and Maguire, dated April 7, 2014.

SIGNATURES

After reasonable inquiry and to the best of his knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: April 7, 2014

/s/ Cobb H. Sadler
COBB H. SADLER

/s/ Edward T. Shadek
EDWARD T. SHADEK

/s/ Robert Ellsworth
ROBERT ELLSWORTH

/s/ Alex Mashinsky
ALEX MASHINSKY

/s/ Richard A. Karp
RICHARD A. KARP

MAGUIRE FINANCIAL, LP

By: Maguire Asset Management, LLC, its general partner

By: /s/ Timothy Maguire

Name: Timothy Maguire
Title: Managing Member

MAGUIRE ASSET MANAGEMENT, LLC

By: Maguire Asset Management, LLC, its general partner

By: /s/ Timothy Maguire

Name: Timothy Maguire
Title: Managing Member

/s/ Timothy Maguire
TIMOTHY MAGUIRE

SCHEDULE A

Transactions in the Shares During the Past 60 Days

<u>Shares of Common Stock Purchased</u>	<u>Price Per Share(\$)</u>	<u>Date of Purchase</u>
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MAGUIRE FINANCIAL, LP

66,917	1.8159	04/01/2014
71,795	1.8158	04/01/2014
20,138	1.8847	04/01/2014
570,239	1.9894	04/02/2014
266,500	2.0016	04/03/2014
28,311	1.9851	04/04/2014

AMENDED AND RESTATED

JOINT FILING AND SOLICITATION AGREEMENT

This Amended and Restated Joint Filing and Solicitation Agreement (the "Agreement") is made and entered into as of April 7, 2014, by and among Cobb H. Sadler, Edward T. Shadek, Robert Ellsworth, Alex Mashinsky, Richard A. Karp, Maguire Financial, LP, a Delaware limited partnership, Maguire Asset Management, LLC, a Delaware limited liability company, and Timothy Maguire (each a "Party" and, collectively, the "Parties" or "Novatel Shareholders for Change"), and amends and restates in its entirety the Joint Filing and Solicitation Agreement, entered into on March 19, 2014, by and among Messrs. Sadler, Shadek, Ellsworth, Mashinsky and Karp.

WHEREAS, certain of the Parties are stockholders, direct or beneficial, of Novatel Wireless, Inc., a Delaware corporation (the "Company");

WHEREAS, the Parties wish to form a group for the purpose of (i) seeking representation on the Board of Directors of the Company (the "Board") at the 2014 annual meeting of stockholders of the Company (including any other meeting of stockholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof, the "2014 Annual Meeting"), (ii) taking all other action necessary to achieve the foregoing and (iii) taking any other actions Novatel Shareholders for Change determines to undertake in connection with their respective investment in the Company.

NOW, IT IS AGREED, by the Parties hereto:

1. In accordance with Rule 13d-1(k)(1)(iii) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), each of the undersigned agrees to the joint filing on behalf of each of them of statements on Schedule 13D, and any amendments thereto, with respect to the securities of the Company. Each member of Novatel Shareholders for Change shall be responsible for the accuracy and completeness of his own disclosure therein, and is not responsible for the accuracy and completeness of the information concerning the other member, unless such member has actual knowledge that such information is inaccurate.

2. So long as this Agreement is in effect, each of the undersigned shall provide written notice to Olshan Frome Wolosky LLP ("Olshan") of (i) any of their purchases or sales of securities of the Company, or (ii) any securities of the Company over which they acquire or dispose of beneficial ownership, provided, however, that each Party agrees not to purchase or sell securities of the Company or otherwise increase or decrease his economic exposure to or beneficial ownership over the securities of the Company if he reasonably believes that, as a result of such action, Novatel Shareholders for Change or any member thereof would be likely to be required to make any regulatory filing (including, but not limited to, a Schedule 13D amendment, Form 3 or Form 4 with the Securities and Exchange Commission (the "SEC")) without using his reasonable efforts to give the other members of Novatel Shareholders for Change at least 24 hours prior written notice; provided, further, that while this Agreement is in force, neither Party shall engage in any transactions in securities of the Company without the prior consent of the other Party. For purposes of this Agreement, the term "beneficial ownership" shall have the meaning of such term set forth in Rule 13d-3 under the Exchange Act.

3. Each of the undersigned agrees to form Novatel Shareholders for Change for the purposes of (i) seeking representation on the Board at the 2014 Annual Meeting, (ii) taking such other actions as the Parties agree are deemed advisable and (iii) taking all other action that the Parties agree are necessary, incidental or advisable to achieve the foregoing.

4. Messrs. Shaddek, Ellsworth and Maguire shall have the right to pre-approve all expenses incurred in connection with Novatel Shareholders for Change's activities set forth in Section 3 (the "Expenses") and shall be responsible for and shall pay all such Expenses on a pro rata basis based upon the following percentages: (i) each of Messrs. Shaddek and Ellsworth shall be responsible and shall pay for 40% of the Expenses as such Expenses become due and payable, and (ii) Mr. Maguire shall be responsible and shall pay for 20% of the Expenses as such Expenses become due and payable.

5. Any SEC filing, press release, communication to the Company or communication to other stockholders proposed to be made or issued by Novatel Shareholders for Change or any member of Novatel Shareholders for Change in connection with Novatel Shareholders for Change's activities set forth in Section 3 shall be first approved by each of Messrs. Sadler, Shaddek, Ellsworth and Maguire. Each Party shall have a reasonable opportunity to review and comment upon any such SEC filing, press release or communication, or any proposed agreement or negotiating position with respect to the Company. The Parties hereby agree to work in good faith to resolve any disagreement that may arise between or among any of the members of Novatel Shareholders for Change concerning decisions to be made, actions to be taken or statements to be made in connection with Novatel Shareholders for Change's activities. The Parties further agree to work in good faith with respect to decisions relating to the content and timing of public or private communications and negotiating positions taken on behalf of Novatel Shareholders for Change.

6. Each of the Parties hereto agrees to cooperate with the others in the preparation and filing of any SEC filing, press release, shareholder communication or other document or matter relating to Novatel Shareholders for Change's investments in, and activities related to, the Company and its Securities. Each of the Parties hereto acknowledges and agrees that time is of the essence in preparing and filing such documents, and each shall use his commercially reasonable efforts to cooperate with the other in the furnishing of data and information in order to facilitate the timely completion and filing of such documents. It is contemplated that Olshan will assume principal responsibility for the preparation of initial drafts and the filing of such documents, subject to the prior review and approval of such documents by the Parties.

7. The relationship of the Parties hereto shall be limited to carrying on the business of Novatel Shareholders for Change in accordance with the terms of this Agreement. Such relationship shall be construed and deemed to be for the sole and limited purpose of carrying on such business as described herein. Nothing herein shall be construed to authorize any Party to act as an agent for any other Party, or to create a joint venture or partnership. Except as specifically provided in this Agreement, nothing herein shall restrict any Party's right to purchase or sell securities of the Company, as he deems appropriate, in his sole discretion, provided that all such sales are made in compliance with all applicable securities laws and the provisions of this Agreement.

8. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

9. In the event of any dispute arising out of the provisions of this Agreement or their investment in the Company, the Parties hereto consent and submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York located in the Borough of Manhattan or the courts of the State of New York located in the County of New York.

10. Any party hereto may terminate his obligations under this Agreement on 24 hours' prior written notice to all other Parties, with a copy by fax to Steve Wolosky at Olshan, Fax No. (212) 451-2222.

11. Each Party acknowledges that Olshan shall act as counsel for both Novatel Shareholders for Change and each of Maguire Financial, LP, Maguire Asset Management, LLC, and Messrs. Shadek, Ellsworth, Sadler, Mashinsky, and Maguire relating to their respective investments in the Company.

12. The terms and provisions of this Agreement may not be modified, waived or amended without the written consent of each of the Parties.

13. Each Party hereby agrees that this Agreement shall be filed as an exhibit to any Schedule 13D, and any amendment thereto, required to be filed under applicable law pursuant to Rule 13d-1(k)(1)(iii) under the Exchange Act.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

/s/ Cobb H. Sadler
COBB H. SADLER

/s/ Edward T. Shadek
EDWARD T. SHADEK

/s/ Robert Ellsworth
ROBERT ELLSWORTH

/s/ Alex Mashinsky
ALEX MASHINSKY

/s/ Richard A. Karp
RICHARD A. KARP

MAGUIRE FINANCIAL, LP

By: Maguire Asset Management, LLC, its general partner

By: /s/ Timothy Maguire

Name: Timothy Maguire
Title: Managing Member

MAGUIRE ASSET MANAGEMENT, LLC

By: Maguire Asset Management, LLC, its general partner

By: /s/ Timothy Maguire

Name: Timothy Maguire
Title: Managing Member

/s/ Timothy Maguire
TIMOTHY MAGUIRE