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): November 3, 2016

INSEEGO CORP.
(Exact Name of Registrant as Specified in its Charter)

Delaware	**000-31659**	**81-3377646**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

9645 Scranton Road, Suite 205
San Diego, CA 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:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☒ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Explanatory Note

As disclosed below, on November 8, 2016, pursuant to a previously announced plan to implement a holding company reorganization, Inseego Corp., a Delaware corporation (formerly named Vanilla Technologies, Inc., and referred to herein as "***Inseego***"), became the successor issuer to Novatel Wireless, Inc., a Delaware corporation ("***Novatel Wireless***"). This Current Report on Form 8-K is being filed for the purpose of establishing Inseego as the successor issuer pursuant to Rule 12g-3(a) under the Securities Exchange Act of 1934, as amended (the "***Exchange Act***") and to disclose certain related matters. Pursuant to Rule 12g-3(a) under the Exchange Act, the shares of common stock, par value $0.001 per share, of Inseego ("***Inseego Common Stock***") are deemed registered under Section 12(g) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

Reorganization

On November 8, 2016, Inseego completed its previously announced internal reorganization (the "***Reorganization***") pursuant to which Novatel Wireless became a direct, wholly-owned subsidiary of Inseego. The purpose of the Reorganization was to isolate Novatel Wireless's assets and liabilities relating to its mobile broadband business, including its MiFi® branded hotspot and USB modem product lines (the "***MiFi Business***"), in order to facilitate the sale of the MiFi Business (the "***Sale***") pursuant to that certain Stock Purchase Agreement (the ***"Purchase Agreement"***), dated September 21, 2016, by and among Inseego, Novatel Wireless, T.C.L. Industries Holdings (H.K.) Limited and Jade Ocean Global Limited (the ***"Purchaser"***). Under the terms of the Purchase Agreement, the Purchaser has agreed to purchase all of the issued and outstanding shares of common stock, par value $0.001, of Novatel Wireless ("***Novatel Wireless Common Stock***"), on the terms and subject to the conditions contained therein.

To implement the Reorganization, Novatel Wireless formed Inseego and Inseego, in turn, formed Vanilla Merger Sub, Inc. ("***Merger Sub***"). Pursuant to a Contribution Agreement, dated November 8, 2016, by and between Novatel Wireless and Inseego (the ***"Contribution Agreement"***), Novatel Wireless contributed all of its assets and liabilities (other than the MiFi Business), including its equity interests in DigiCore Holdings Ltd, R.E.R. Enterprises, Inc., Novatel Wireless Solutions, Inc. and each of their direct and indirect subsidiaries, to Inseego (the "***Contribution***").

Following the Contribution, Merger Sub merged with and into Novatel Wireless (the "***Merger***") in accordance with Section 251(g) of the Delaware General Corporation Law ("***DGCL***") and pursuant to that certain Agreement and Plan of Merger, dated as of November 7, 2016, by and among Inseego, Novatel Wireless and Merger Sub (the "***Merger Agreement***"). Novatel Wireless survived the Merger as a direct, wholly-owned subsidiary of Inseego and each share of Novatel Wireless Common Stock issued and outstanding immediately prior to the Merger automatically converted into an equivalent corresponding share of Inseego Common Stock having the same designations, rights, powers and preferences and the qualifications, limitations and restrictions as the corresponding share of Novatel Wireless Common Stock being converted. Accordingly, upon consummation of the Merger, Novatel Wireless's stockholders immediately prior to the consummation of the Merger became stockholders of Inseego. The former stockholders of Novatel Wireless will not recognize gain or loss for U.S. federal income tax purposes as a result of the conversion of their shares in the Merger.

Pursuant to Section 25l(g) of the DGCL, the Merger did not require a vote of the stockholders of Novatel Wireless. On November 7, 2016, Inseego adopted an amended and restated certificate of incorporation (the "***Amended Inseego Certificate***") and amended and restated bylaws (the "***Amended Inseego Bylaws***") that are identical to those of Novatel Wireless immediately prior to the consummation of the Merger (other than provisions regarding certain technical matters, as permitted by Section 25l(g)).

The conversion of Novatel Wireless Common Stock occurred automatically without an exchange of stock certificates. After the Merger, stock certificates that previously represented shares of Novatel Wireless Common Stock now represent the same number of shares of Inseego Common Stock. Effective upon the

consummation of the Merger, Inseego Common Stock was listed on The Nasdaq Global Select Market and trades on an uninterrupted basis, except that shares of Inseego Common Stock now trade under the symbol "INSG" and with a new CUSIP number (#45782B104). In connection with the Reorganization, Inseego assumed all rights and obligations of Novatel Wireless pursuant to that certain Investors' Rights Agreement, dated September 8, 2014, between Novatel Wireless and the other parties thereto from time to time.

Following consummation of the Merger, the directors of Inseego are the same individuals that served as the directors of Novatel Wireless immediately prior to the Merger. Each director of Inseego was appointed to the same class and the same committees that such director previously served on as a director of Novatel Wireless.

Joinder and Tenth Amendment to Credit Agreement

On November 8, 2016, Inseego entered into a Joinder and Tenth Amendment to Credit and Security Agreement and Other Loan Documents and Consent (the "***Tenth Amendment***") with Novatel Wireless, Enfora, Inc., a Delaware corporation ("***Enfora***"), Feeney Wireless, LLC, an Oregon limited liability company (***"FW"*** and, together with Novatel Wireless and Enfora, the "***Borrowers***"), R.E.R. Enterprises, Inc., Feeney Wireless IC-DISC, Inc. and Wells Fargo Bank, National Association (the "***Lender***"), which 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***"), under which the Lender made available to the Borrowers a revolving credit facility in the amount of $48 million which continues in effect through October 31, 2019, unless earlier terminated in accordance with its terms. Pursuant to the terms and conditions of the Tenth Amendment, (i) the Lender consented to the Reorganization and (ii) Inseego was added as a "Guarantor" and a "Loan Party" under, and as a party to, the Credit Agreement.

First Supplemental Indenture

On November 8, 2016, Inseego entered into a First Supplemental Indenture (the "***First Supplemental Indenture***") with Novatel Wireless and Wilmington Trust, National Association (the "***Trustee***"), to the Indenture, dated June 10, 2015, by and between Novatel Wireless and the Trustee (the "***Indenture***") governing Novatel Wireless's outstanding 5.50% Convertible Senior Notes due 2020 (the "***Notes***"). Pursuant to the terms of the First Supplemental Indenture, (i) the Notes will now become convertible into Inseego Common Stock on the same terms and at the same conversion rate as was applicable to the Notes prior to the Merger; (ii) Inseego has agreed to issue the shares of Inseego Common Stock due upon any conversion of the Notes; and (iii) the Notes are subject to the same anti-dilution and other adjustments to the conversion rate as were applicable to such Notes prior to the Merger. While the Notes will now convert into shares of Inseego Common Stock, Novatel Wireless remains the sole obligor under the Indenture and the Notes.

The foregoing descriptions of the Merger Agreement, the Contribution Agreement, the Tenth Amendment and the First Supplemental Indenture do not purport to be complete and are qualified in their entirety by reference to the full text of the Merger Agreement, the Contribution Agreement, the Tenth Amendment and the First Supplemental Indenture, copies of which are filed as **Exhibit 2.1**, **Exhibit 10.1, Exhibit 10.2** and **Exhibit 4.2** hereto, respectively, and the full text of which are incorporated by reference herein.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth in Item 1.01 relating to the Tenth Amendment is incorporated by reference into this Item 2.03.

Item 3.03. Material Modification of Rights of Security Holders.

Upon consummation of the Merger, each share of Novatel Wireless Common Stock issued and outstanding immediately prior to the Merger automatically converted into an equivalent corresponding share of

Inseego Common Stock, having the same designations, rights, powers and preferences and the qualifications, limitations and restrictions as the corresponding share of Novatel Wireless Common Stock that was converted.

The information set forth in the Explanatory Note, Item 1.01 and Item 5.03 is hereby incorporated by reference into this Item 3.03.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangement of Certain Officers.

In connection with the Reorganization and upon completion of the Merger, Sue Swenson became the Chief Executive Officer ("***CEO***") and principal executive officer of Inseego, Michael Newman became the Executive Vice President, Chief Financial Officer ("***CFO***") and Assistant Secretary, as well as the principal financial officer and principal accounting officer, of Inseego, Lance Bridges became the Senior Vice President, General Counsel and Secretary of Inseego and Stephen Sek became the Senior Vice President and Chief Technology Officer of Inseego. Messrs. Bridges and Sek will transition to these roles from their respective roles at Novatel Wireless, whereas Ms. Swenson and Mr. Newman will also retain their roles as CEO and CFO, respectively, of Novatel Wireless.

In connection with the Reorganization, Inseego assumed the offer letters, change in control and severance agreements, indemnification agreements and other contractual arrangements previously entered into between Novatel Wireless and its officers and directors. In addition, on November 3, 2016, Mr. Sek entered into an Acknowledgement, Waiver and Consent (the "***Acknowledgement***") with Inseego and Novatel Wireless acknowledging and agreeing that coincident with the closing of the Sale, he will voluntarily resign from his employment with Inseego and accept employment with Novatel Wireless, then-owned by the Purchaser, which resignation will not constitute a "Covered Termination" under, and as defined in, his change in control and severance agreement. As consideration for this Acknowledgement, Inseego has agreed that, effective as of and contingent upon the closing of the Sale, each outstanding and unvested Inseego stock option and restricted stock unit award held by Mr. Sek shall immediately become vested and, if applicable, exercisable, and any forfeiture restrictions or rights of repurchase thereon shall immediately lapse with respect to that number of shares of common stock that would have vested had Mr. Sek's employment with Inseego continued through April 13, 2018.

In connection with the Reorganization, on November 8, 2016, Inseego and Novatel Wireless also entered into a Compensation Plan Agreement (the "***Compensation Plan Agreement***"). Pursuant to the terms of the Compensation Plan Agreement and the Merger Agreement, (i) Inseego assumed (including sponsorship of) the Amended and Restated 1997 Employee Stock Option Plan, Amended and Restated Novatel Wireless, Inc. 2000 Stock Incentive Plan, Amended and Restated Novatel Wireless, Inc. 2000 Employee Stock Purchase Plan, Amended and Restated Novatel Wireless, Inc. 2009 Omnibus Incentive Compensation Plan and the Novatel Wireless, Inc. 2015 Incentive Compensation Plan, and any subplans, appendices or addendums thereunder (together, the "***Equity Compensation Plans***"), and all obligations of Novatel Wireless pursuant to each stock option to purchase a share of Novatel Wireless Common Stock (a "***Novatel Wireless Option***") and each right to acquire or vest in a share of Novatel Wireless Common Stock (a "***Novatel Wireless Stock Unit***" and each of a Novatel Wireless Option and a Novatel Wireless Stock Unit, a "***Novatel Wireless Equity Award***") that is outstanding immediately prior to the consummation of the Merger and (A) issued under the Equity Compensation Plans and underlying grant agreements (each such grant agreement, an "***Equity Award Grant Agreement***" and such Equity Award Grant Agreements, together with the Equity Compensation Plans, the "***Equity Compensation Plans and Agreements***") or (B) granted by Novatel Wireless outside of the Equity Compensation Plans and Agreements pursuant to NASDAQ Listing Rule 5635(c), and (ii) each such Novatel Wireless Equity Award was converted into (A) with respect to each Novatel Wireless Stock Unit, a right to acquire or vest in a share of Inseego Common Stock or (B) with respect to a Novatel Wireless Option, an option to purchase a share of Inseego Common Stock at an exercise price per share equal to the exercise price per share of Novatel Wireless Common Stock subject to such Novatel Wireless Option immediately prior to the consummation of the Merger. On November 8, 2016, the Novatel Wireless Equity Awards, the Novatel Wireless Equity Compensation Plans and Agreements and any provision of any other compensatory plan, agreement or arrangement providing for the grant or issuance of shares of Novatel Wireless Common Stock was automatically deemed to be amended to the extent necessary or appropriate, to provide that references to Novatel Wireless in such awards, documents and provisions will be read to refer to Inseego and

references to shares of Novatel Wireless Common Stock in such awards, documents and provisions will be read to refer to shares of Inseego Common Stock.

In addition, pursuant to the Compensation Plan Agreement, Inseego assumed the Novatel Wireless 2016 Corporate Bonus Plan.

The information set forth in Item 1.01 above relating to the directors of Inseego and Novatel Wireless following the Reorganization is incorporated by reference into this Item 5.02.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

Upon the effectiveness of the Merger, the Amended and Restated Certificate of Incorporation of Novatel Wireless, as amended, was restated (the "***Restated Charter***") to decrease the authorized number of shares of Novatel Wireless Common Stock from 152,000,000 shares to 1,000 shares and the authorized number of shares of Preferred Stock, par value $0.001 per share, from 2,000,000 shares to zero shares. In addition, as required by Section 251(g) of the DGCL for mergers effected pursuant to such provision, the Restated Charter provides that any act or transaction by or involving the surviving corporation, other than the election or removal of directors, that requires for its adoption under the DGCL or the Restated Charter the approval of the stockholders of the surviving company shall require the approval of the stockholders of Inseego by the same vote as is required by the DGCL and/or the Restated Charter.

On November 7, 2016, Inseego adopted the Amended Inseego Certificate and the Amended Inseego Bylaws, which are identical to the corresponding documents of Novatel Wireless immediately prior to the consummation of the Merger (other than provisions regarding certain technical matters, as permitted by Section 25l(g)). Inseego has the same authorized capital stock and the designations, rights, powers and preferences of such capital stock, and the qualifications, limitations and restrictions thereof are the same as that of Novatel Wireless's capital stock immediately prior to the Reorganization.

The Amended Inseego Certificate and the Amended Inseego Bylaws are attached hereto as **Exhibit 3.1** and **Exhibit 3.2**, respectively, and are incorporated by reference into this Item 5.03.

Item 8.01 Other Events.

On November 8, 2016, Inseego authorized its exchange agent, Computershare Inc., to distribute the notice attached hereto as **Exhibit 99.1** regarding the Reorganization to former stockholders of Novatel Wireless that still hold certificated shares.

On November 9, 2016, Inseego issued a press release announcing initiation of trading of Inseego Common Stock on The Nasdaq Global Select Market under the trading symbol, "INSG." A copy of the press release is attached as **Exhibit 99.2** to this Current Report on Form 8-K.

Exhibit 99.1 and **Exhibit 99.2** are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

2.1*	Agreement and Plan of Merger, dated November 7, 2016, by and among Novatel Wireless, Inc., Vanilla Technologies, Inc. and Vanilla Merger Sub, Inc.
3.1	Amended and Restated Certificate of Incorporation of Inseego Corp.
3.2	Amended and Restated Bylaws of Inseego Corp.
4.1	Form of Inseego Corp. Common Stock Certificate.
4.2	First Supplemental Indenture, dated November 8, 2016, among Novatel Wireless, Inc., Inseego Corp. and Wilmington Trust, National Association.
4.3	Restated Certificate of Incorporation of Novatel Wireless, Inc.
10.1	Contribution Agreement, dated November 8, 2016, by and between Novatel Wireless, Inc. and Inseego Corp.
10.2	Joinder and Tenth Amendment to Credit and Security Agreement and Other Loan Documents and Consent, dated November 8, 2016, by and among Novatel Wireless, Inc., Enfora, Inc., Feeney Wireless, LLC, R.E.R. Enterprises, Inc., Feeney Wireless IC-DISC, Inc., Inseego Corp. and Wells Fargo Bank, National Association.
99.1	Notice to certain stockholders, sent on or about November 8, 2016.
99.2	Press release announcing new trading symbol, dated November 9, 2016.

* Certain schedules, annexes and exhibits to this agreement have been omitted in accordance with Item 601(b)(2) of Regulation S-K. A copy of any omitted schedule and/or exhibit will be furnished supplementally to the Securities and Exchange Commission (the "***SEC***") upon request.

Forward-Looking Statements

Certain statements in this Current Report on Form 8-K may constitute “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements relate to a variety of matters, including, without limitation, statements regarding the anticipated or expected benefits from the Reorganization and the anticipated Sale of the MiFi Business. These forward-looking statements are made on the basis of the current beliefs, expectations and assumptions of the management of Inseego and are subject to significant risks and uncertainty. Investors are cautioned not to place undue reliance on any such forward-looking statements. All such forward-looking statements speak only as of the date they are made, and Inseego undertakes no obligation to update or revise these statements, whether as a result of new information, future events or otherwise, except as may be required by law. These forward-looking statements involve many risks and uncertainties that may cause actual results to differ materially from what may be expressed or implied in these forward-looking statements. For example, risks and uncertainties that could affect the forward-looking statements set forth in this Current Report on Form 8-K include: the anticipated tax treatment of the Reorganization; the cost-savings anticipated to result from the Reorganization; and factors generally affecting the business, operations, and financial condition of Inseego and Novatel Wireless, including the information contained in Novatel Wireless’s Annual Report on Form 10-K for the year ended December 31, 2015, subsequent Quarterly Reports on Form 10-Q, and other reports and filings with the SEC.

Additional Information and Where to Find It

The stockholders of Inseego will be asked to approve the Sale of the MiFi Business to the Purchaser. In order to solicit this approval, Inseego will file documents with the SEC, including a definitive proxy statement relating to the proposed Sale. The definitive proxy statement will also be mailed to Inseego’s stockholders in connection with the proposed Sale. Investors and security holders are urged to read these documents when they become available because they will contain important information about the Company, the MiFi Business and the proposed Sale. Investors and security holders may obtain free copies of these documents and other related documents when they are filed with the SEC at the SEC’s web site at www.sec.gov or by directing a request to Inseego Corp., 9645 Scranton Road, Suite 205, San Diego, California 92121, Attention: Stockholder Services.

Participants in Solicitation

Inseego and its directors and executive officers may be deemed participants in the solicitation of proxies from the stockholders of Inseego in connection with the proposed Sale. Information regarding the interests of these directors and executive officers in the proposed Sale will be included in the definitive proxy statement when it is filed with the SEC. Additional information regarding the directors and executive officers of Inseego is also included in Novatel Wireless’s Annual Report on Form 10-K for the year ended December 31, 2015, which was filed with the SEC on March 14, 2016 and the definitive proxy statement relating to Novatel Wireless’s 2016 Annual Meeting of Stockholders, which was filed with the SEC on April 29, 2016. These documents are available free of charge at the SEC’s web site at www.sec.gov and from Stockholder Services at Inseego, as described above.

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.

INSEEGO CORP.

Date: November 8, 2016

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

Exhibit 2.1

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (the "Agreement"), is entered into as of November 7, 2016, by and among Novatel Wireless, Inc., a Delaware corporation (the "Company"), Vanilla Technologies, Inc., a Delaware corporation ("Newco") and a direct, wholly owned subsidiary of the Company, and Vanilla Merger Sub, Inc., a Delaware corporation ("Merger Sub") and a direct, wholly owned subsidiary of Newco.

RECITALS

WHEREAS, on the date hereof, the Company has the authority to issue 152,000,000 shares, consisting of: (i) 150,000,000 shares of Common Stock, par value $0.001 per share (the "Company Common Stock"), of which 53,955,857 shares are issued and outstanding; and (ii) 2,000,000 shares of Preferred Stock, par value $0.001 per share (the "Company Preferred Stock"), of which no shares are issued and outstanding.

WHEREAS, as of the Effective Time (as defined below), Newco will have the authority to issue 152,000,000 shares, consisting of: (i) 150,000,000 shares of Common Stock, par value $0.001 per share (the "Newco Common Stock"); and (ii) 2,000,000 shares of Preferred Stock, par value $0.001 per share (the "Newco Preferred Stock").

WHEREAS, as of the date hereof, Merger Sub has the authority to issue 1,000 shares of common stock, par value $0.001 per share (the "Merger Sub Common Stock"), of which ten (10) shares are issued and outstanding on the date hereof and owned by Newco.

WHEREAS, as of the Effective Time, the designations, rights, powers and preferences, and the qualifications, limitations and restrictions of the Newco Common Stock, and Newco Preferred Stock will be the same as those of the Company Common Stock and Company Preferred Stock, respectively.

WHEREAS, the Amended and Restated Certificate of Incorporation of Newco (the "Newco Charter") and the Bylaws of Newco (the "Newco Bylaws"), which will be in effect immediately following the Effective Time, contain provisions identical to the Amended and Restated Certificate of Incorporation of the Company (the "Company Charter") and the Amended and Restated Bylaws of the Company (the "Company Bylaws"), in effect as of the date hereof and that will be in effect immediately prior to the Effective Time, respectively (other than as permitted by Section 251(g) of the General Corporation Law of the State of Delaware (the "DGCL")).

WHEREAS, Merger Sub is a newly formed corporation organized for the sole purpose of participating in the transactions herein contemplated and actions related thereto, owns no assets (other than nominal capital) and has taken no actions other than those necessary or advisable to organize the corporation and to effect the transactions herein contemplated and actions related thereto.

WHEREAS, the Company desires to reorganize into a holding company structure pursuant to Section 251(g) of the DGCL, under which Newco would become a holding company, by the merger of Merger Sub with and into the Company, and with each share of Company Common Stock being converted in the Merger (as defined below) into a share of Newco Common Stock.

WHEREAS, on or about the date hereof, the Company and Newco will enter or have entered into a Compensation Plan Agreement, pursuant to which, among other things, the Company will, at the Effective Time, transfer to Newco, and Newco will assume, sponsorship of all of the Company's Equity Plans (as defined below) and all of the Company's rights and obligations thereunder.

WHEREAS, the boards of directors of Newco and the Company have approved and declared advisable this Agreement and the transactions contemplated hereby, including, without limitation, the Merger.

WHEREAS, the board of directors of Merger Sub has (i) approved and declared advisable this Agreement and the transactions contemplated hereby, including, without limitation, the Merger, (ii) resolved to submit the approval of the adoption of this Agreement and the transactions contemplated hereby, including, without limitation, the Merger, to its sole stockholder, and (iii) resolved to recommend to its sole stockholder that it approve the adoption of this Agreement and the transactions contemplated hereby, including, without limitation, the Merger.

WHEREAS, the parties intend, for United States federal income tax purposes, that the Merger shall qualify as an exchange described in Sections 351 and 368(a) of the Internal Revenue Code.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained in this Agreement, and intending to be legally bound hereby, the Company, Newco and Merger Sub hereby agree as follows:

1. THE MERGER. In accordance with Section 251(g) of the DGCL and subject to, and upon the terms and conditions of, this Agreement, Merger Sub shall be merged with and into the Company (the "Merger"), the separate corporate existence of Merger Sub shall cease, and the Company shall continue as the surviving corporation of the Merger (the "Surviving Corporation"). At the Effective Time, the effects of the Merger shall be as provided in this Agreement and in Section 259 of the DGCL.

2. EFFECTIVE TIME. As soon as practicable on or after the date hereof, the Company shall file a certificate of merger executed in accordance with the relevant provisions of the DGCL, with the Secretary of State of the State of Delaware (the "Secretary of State") and shall make all other filings or recordings required under the DGCL to effectuate the Merger. The Merger shall become effective at such time as the certificate of merger is duly filed with the Secretary of State or at such later date and time as the parties shall agree and specify in the certificate of merger (the date and time the Merger becomes effective being referred to herein as the "Effective Time").

3. CERTIFICATE OF INCORPORATION. At the Effective Time, the Company Charter shall be amended and restated in the form attached hereto as Exhibit A, and as so amended, shall be the certificate of incorporation of the Surviving Corporation (the "Surviving Corporation Charter") until thereafter amended as provided therein or by the DGCL.

4. BYLAWS. From and after the Effective Time, the Company Bylaws, as in effect immediately prior to the Effective Time, shall constitute the Bylaws of the Surviving Corporation (the "Surviving Corporation Bylaws") until thereafter amended as provided therein or by applicable law.

5. DIRECTORS. The directors of the Company in office immediately prior to the Effective Time shall be the directors of the Surviving Corporation and will continue to hold office from the Effective Time until the earlier of their resignation or removal or until their successors are duly elected or appointed and qualified in the manner provided in the Surviving Corporation Charter and Surviving Corporation Bylaws, or as otherwise provided by law.

6. OFFICERS. The officers of the Company in office immediately prior to the Effective Time shall be the officers of the Surviving Corporation and will continue to hold office from the Effective Time until the earlier of their resignation or removal or until their successors are duly elected or appointed and qualified in the manner provided in the Surviving Corporation Charter and Surviving Corporation Bylaws, or as otherwise provided by law.

7. ADDITIONAL ACTIONS. Following the Effective Time, if Newco shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of either Merger Sub or the Company acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger or otherwise to carry out this Agreement, the Surviving Corporation shall execute and deliver all such deeds, bills of sale, assignments and assurances and take and do all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out this Agreement.

8. CONVERSION OF SECURITIES. At the Effective Time, by virtue of the Merger and without any action on the part of Newco, Merger Sub, the Company or any holder of any securities thereof:

(a) Conversion of Company Common Stock. Each share of Company Common Stock issued and outstanding immediately prior to the Effective Time shall be converted into one validly issued, fully paid and nonassessable share of Newco Common Stock.

(b) Conversion of Company Stock Held as Treasury Stock. Each share of Company Common Stock held in the Company's treasury shall be converted into one validly issued, fully paid and nonassessable share of Newco Common Stock, to be held immediately after completion of the Merger in the treasury of Newco.

(c) Conversion of Capital Stock of Merger Sub. Each share of Merger Sub Common Stock issued and outstanding immediately prior to the Effective Time shall be converted into one validly issued, fully paid and nonassessable share of Common Stock, par value $0.001 per share of the Surviving Corporation.

(d) Rights of Certificate Holders. Upon conversion thereof in accordance with this Section 8, all shares of Company Common Stock shall no longer be outstanding and shall cease to exist, and each holder of a certificate representing any such shares of Company Common Stock shall cease to have any rights with respect to such shares of Company Common Stock, except as set forth in Section 9 herein. In addition, each outstanding book-entry that, immediately prior to the Effective Time, evidenced

shares of Company Common Stock shall, from and after the Effective Time, be deemed and treated for all corporate purposes to evidence the ownership of the same number of shares of Newco Common Stock.

9. CERTIFICATES. At and after the Effective Time until thereafter surrendered for transfer or exchange in the ordinary course, each outstanding certificate which immediately prior thereto represented shares of Company Common Stock shall be deemed for all purposes to evidence ownership of and to represent the shares of Newco Common Stock, into which the shares of Company Common Stock represented by such certificate have been converted as herein provided and shall be so registered on the books and records of Newco and its transfer agent. At and after the Effective Time, the shares of capital stock of Newco shall be uncertificated; provided, that, any shares of capital stock of Newco that are represented by outstanding certificates of the Company pursuant to the immediately preceding sentence shall continue to be represented by certificates as provided therein and shall not be uncertificated unless and until a valid certificate representing such shares pursuant to the immediately preceding sentence is delivered to Newco at its registered office in the State of Delaware, its principal place of business, or an officer or agent of Newco having custody of books and records of Newco, at which time such certificate shall be canceled and in lieu of the delivery of a certificate representing the applicable shares of capital stock of Newco, Newco shall (i) issue to such holder the applicable uncertificated shares of capital stock of Newco by registering such shares in Newco's books and records as book-entry shares, upon which such shares shall thereafter be uncertificated and (ii) take all action necessary to provide such holder with evidence of the uncertificated book-entry shares, including any action necessary under applicable law in accordance therewith, including in accordance with Sections 151(f) and 202 of the DGCL. If any certificate that prior to the Effective Time represented shares of Company Common Stock shall have been lost, stolen or destroyed, then, upon the making of an affidavit of such fact by the person or entity claiming such certificate to be lost, stolen or destroyed and the providing of an indemnity by such person or entity to Newco, in form and substance reasonably satisfactory to Newco, against any claim that may be made against it with respect to such certificate, Newco shall issue to such person or entity, in exchange for such lost, stolen or destroyed certificate, uncertificated shares representing the applicable shares of Newco Common Stock in accordance with the procedures set forth in the preceding sentence.

10. ASSUMPTION OF EQUITY PLANS AND AWARDS.

At the Effective Time, pursuant to this Merger Agreement and the Compensation Plan Agreement entered into between Newco and the Company on or about the date hereof (the "Compensation Plan Agreement"), the Company will transfer to Newco, and Newco will assume, sponsorship of all of the Company's Equity Plans (as defined below), along with all of the Company's rights and obligations under the Equity Plans.

At the Effective Time, pursuant to this Merger Agreement and the Compensation Plan Agreement, the Company will transfer to Newco, and Newco will assume, its rights and obligations under each stock option to purchase a share of Company capital stock (each, a "Stock Option") and each right to acquire or vest in a share of Company capital stock (each, an "RSU" and together with the Stock Options, the "Awards") issued under the Equity Plans or granted by the Company outside of the Equity Plans pursuant to NASDAQ Listing Rule 5635(c) that is with respect to Stock Options outstanding and unexercised, and with respect to RSUs unvested and not yet paid or payable immediately prior to the Effective Time, which Awards shall be converted into a stock option to purchase or a right to acquire or vest in, respectively, a share of Newco capital stock of the same class and with the same rights and

privileges relative to Newco that such share underlying such Stock Option or RSU had relative to the Company immediately prior to the Effective Time on otherwise the same terms and conditions as were applicable immediately prior to the Effective Time, including, for Stock Options, at an exercise price per share equal to the exercise price per share for the applicable share of Company capital stock (provided, however, that any term or condition regarding continued vesting with respect to such Stock Options and RSUs based on continued employment with Company shall, as of the Effective Time, be based on continued employment with Newco or any of its wholly owned subsidiaries, as applicable). For purposes of this Agreement, "Equity Plans" shall mean, collectively, the Novatel Wireless, Inc. 1997 Employee Stock Option Plan, the Amended and Restated Novatel Wireless 2000 Stock Incentive Plan, the Amended and Restated Novatel Wireless, Inc. Employee Stock Purchase Plan, the Novatel Wireless, Inc. Amended and Restated 2009 Omnibus Incentive Compensation Plan and the Novatel Wireless, Inc. 2015 Incentive Compensation Plan and any and all subplans, appendices or addendums thereto, and any and all agreements evidencing Awards.

11. NEWCO SHARES. Prior to the Effective Time, the Company and Newco shall take any and all actions as are necessary to ensure that each share of capital stock of Newco that is owned by the Company immediately prior to the Effective Time shall be canceled and cease to be outstanding at the Effective Time, and no payment shall be made therefor, and the Company, by execution of this Agreement, agrees to forfeit such shares and relinquish any rights to such shares.

12. NO APPRAISAL RIGHTS. In accordance with the DGCL, no appraisal rights shall be available to any holder of shares of Company Common Stock in connection with the Merger.

13. TERMINATION. This Agreement may be terminated, and the Merger and the other transactions provided for herein may be abandoned, whether before or after the adoption of this Agreement by the sole stockholder of Merger Sub, at any time prior to the Effective Time, by action of the board of directors of the Company. In the event of termination of this Agreement, this Agreement shall forthwith become void and have no effect, and neither the Company, Newco, Merger Sub nor their respective stockholders, directors or officers shall have any liability with respect to such termination or abandonment.

14. AMENDMENTS. At any time prior to the Effective Time, this Agreement may be supplemented, amended or modified, whether before or after the adoption of this Agreement by the sole stockholder of Merger Sub, by the mutual consent of the parties to this Agreement by action by their respective boards of directors; provided, however, that, no amendment shall be effected subsequent to the adoption of this Agreement by the sole stockholder of Merger Sub that by law requires further approval or authorization by the sole stockholder of Merger Sub or the stockholders of the Company without such further approval or authorization. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all of the parties hereto.

15. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

16. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which shall constitute one and the same agreement.

17. ENTIRE AGREEMENT. This Agreement, including the documents and instruments referred to herein, constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

18. SEVERABILITY. The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company, Newco and Merger Sub have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

NOVATEL WIRELESS, INC.

By: /s/ Sue Swenson
Name: Susan Swenson
Title: Chief Executive Officer

VANILLA TECHNOLOGIES, INC.

By: /s/ Michael Newman
Name: Michael Newman
Title: Chief Financial Officer

VANILLA MERGER SUB, INC.

By: /s/ Lance Bridges
Name: Lance Bridges
Title: Secretary

Exhibit 3.1

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
VANILLA TECHNOLOGIES, INC.

The undersigned Sue Swenson hereby certifies that:

1. She is the duly elected and acting Chief Executive Officer of this corporation.

2. The present name of the corporation is Vanilla Technologies, Inc. The original Certificate of Incorporation of this corporation was filed with the Secretary of State of the State of Delaware on July 20, 2016.

3. The Certificate of Incorporation of this corporation shall be amended and restated to read as follows:

I.

The name of the corporation (the "***Corporation***") is Inseego Corp.

II.

The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, 19801 and the name of the registered agent of the Corporation in the State of Delaware at such address is The Corporation Trust Company.

III.

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of Delaware.

IV.

A. The Corporation is authorized to issue two classes of stock to be designated, respectively, "***Common Stock***" and "***Preferred Stock***." The total number of shares which the Corporation is authorized to issue is One Hundred Fifty-Two Million (152,000,000) shares each with a par value of $0.001 per share. One Hundred Fifty Million (150,000,000) shares shall be Common Stock and Two Million (2,000,000) shares shall be Preferred Stock.

B. The Preferred Stock may be issued from time to time in one or more series. The Board of Directors of the Corporation (the "***Board of Directors***") is hereby authorized, by filing a certificate pursuant to the applicable law of the State of Delaware and within the limitations and restrictions stated in this Amended and Restated Certificate of Incorporation, to determine or alter the rights, preferences, privileges and restrictions granted to or imposed upon any wholly unissued series of Preferred Stock and the number of shares constituting any such series and the designation thereof, or any of them; and to increase or decrease the number of shares of any series subsequent to the issuance of shares of that series, but not below the number of shares of

such series then outstanding. In case the number of shares of any series shall be so decreased, the shares constituting such decrease shall resume the status which they had prior to the adoption of the resolution originally fixing the number of shares of such series.

V.

The number of directors of the Corporation shall be fixed from time to time by a bylaw or amendment thereof duly adopted by the Board of Directors.

VI.

This Article VI shall become effective only when the Corporation qualifies for an exemption from Section 2115 of the California Corporations Code (the "***Effective Time***").

On or prior to the date on which the Corporation first provides notice of an annual meeting of the stockholders following the Effective Time, the Board of Directors of the Corporation shall divide the directors into three classes, as nearly equal in number as reasonably possible, designated Class I, Class II and Class III, respectively. Directors shall be assigned to each class in accordance with a resolution or resolutions adopted by the Board of Directors. At the first annual meeting of stockholders or any special meeting in lieu thereof following the Effective Time, the terms of the Class I directors shall expire and Class I directors shall be elected for a full term of three years. At the second annual meeting of stockholders or any special meeting in lieu thereof following the Effective Time, the terms of the Class II directors shall expire and Class II directors shall be elected for a full term of three years. At the third annual meeting of stockholders or any special meeting in lieu thereof following the Effective Time, the terms of the Class III directors shall expire and Class III directors shall be elected for a full term of three years. At each succeeding annual meeting of stockholders or special meeting in lieu thereof, directors elected to succeed the directors of the class whose terms expire at such meeting shall be elected for a full term of three years.

Prior to the Effective Time, the provisions of the preceding paragraph shall not apply, and all directors shall be elected at each annual meeting of stockholders or any special meeting in lieu thereof to hold office until the next annual meeting or special meeting in lieu thereof.

Notwithstanding the foregoing provisions of this Article VI, each director shall serve until his or her successor is duly elected and qualified or until his or her death, resignation, or removal. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

Any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal, or other causes shall be filled by either (i) the affirmative vote of the holders of a majority of the voting power of the then-outstanding shares of voting stock of the Corporation entitled to vote generally in the election of directors (the "***Voting Stock***") voting together as a single class; or (ii) by the affirmative vote of a majority of the remaining directors then in office, even though less than a quorum of the Board of Directors. Subject to the rights of any series of Preferred Stock then outstanding, newly created directorships resulting from any increase in the number of directors shall, unless the Board of Directors determines by resolution

that any such newly created directorship shall be filled by the stockholders, be filled only by the affirmative vote of the directors then in office, even though less than a quorum of the Board of Directors, or by a sole remaining director. Any director elected in accordance with the preceding sentence shall hold office for the remainder of the full term of the class of directors in which the new directorship was created or the vacancy occurred and until such director's successor shall have been elected and qualified.

VII.

In the election of directors, each holder of shares of any class or series of capital stock of the Corporation shall be entitled to one vote for each share held. No stockholder will be permitted to cumulate votes at any election of directors.

VIII.

If at any time this Corporation shall have a class of stock registered pursuant to the provisions of the Securities Exchange Act of 1934, as amended, for so long as such class is so registered, any action by the stockholders of such class must be taken at an annual or special meeting of stockholders, upon due notice and in accordance with the provisions of the Bylaws of this Corporation (the "***Bylaws***"), and may not be taken by written consent.

IX.

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation. Notwithstanding the foregoing, the provisions set forth in Articles VI, X, XIII and XIV, and this Article IX, of this Amended and Restated Certificate of Incorporation may not be repealed, amended or altered in any respect without the affirmative vote of the holders of at least 66 2/3% of the voting power of all of the then-outstanding shares of the voting stock of the Corporation entitled to vote.

X.

A. Except as otherwise provided in the Bylaws, the Bylaws may be altered or amended or new Bylaws adopted by the affirmative vote of at least 66 2/3% of the voting power of all of the then-outstanding shares of the voting stock of the Corporation entitled to vote. The Board of Directors of the Corporation is expressly authorized to adopt, amend or repeal Bylaws.

B. The directors of the Corporation need not be elected by written ballot unless the Bylaws so provide.

C. Advance notice of stockholder nominations for the election of directors or of business to be brought by the stockholders before any meeting of the stockholders of the Corporation shall be given in the manner provided in the Bylaws.

XI.

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the bylaws of the Corporation.

XII.

The Corporation shall have perpetual existence.

XIII.

A. To the fullest extent permitted by the General Corporation Law of Delaware, as the same may be amended from time to time, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the General Corporation Law of Delaware is hereafter amended to authorize, with the approval of a corporation's stockholders, further reductions in the liability of a corporation's directors for breach of fiduciary duty, then a director of the Corporation shall not be liable for any such breach to the fullest extent permitted by the General Corporation Law of Delaware, as so amended.

B. Any repeal or modification of the foregoing provisions of this Article XIII shall not adversely affect any right or protection of a director of the Corporation with respect to any acts or omissions of such director occurring prior to such repeal or modification.

XIV.

A. To the fullest extent permitted by applicable law, the Corporation is also authorized to provide indemnification of (and advancement of expenses to) such agents (and any other persons to which Delaware law permits the Corporation to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the General Corporation Law of Delaware, subject only to limits created by applicable Delaware law (statutory or non-statutory), with respect to actions for breach of duty to a corporation, its stockholders, and others.

B. Any repeal or modification of any of the foregoing provisions of this Article XIV shall not adversely affect any right or protection of a director, officer, agent or other person existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director, officer or agent occurring prior to such repeal or modification.

* * *

4. The foregoing Amended and Restated Certificate of Incorporation has been duly adopted by this Corporation's Board of Directors and stockholders in accordance with the

applicable provisions of Section 228, 242 and 245 of the General Corporation Law of the State of Delaware.

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IN WITNESS WHEREOF, the Corporation has caused this Amended and Restated Certificate of Incorporation to be signed by its Chief Executive Officer as of November 7, 2016.

By: /s/ Sue Swenson

Sue Swenson
Chief Executive Officer

AMENDED AND RESTATED BYLAWS

OF

INSEEGO CORP.

(Effective November 7, 2016)

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ARTICLE I

OFFICES

Section 1. Registered Office. The registered office of Inseego Corp. (the "**Corporation**") shall be in the state of Delaware and shall be at such address as shall be set forth in the Amended and Restated Certificate of Incorporation of the Corporation (as the same may be amended from time to time, including by any certificate of designation, the "**Certificate of Incorporation**").

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of Delaware as the Board of Directors of the Corporation (the "**Board**") may from time to time designate or the business of the Corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of stockholders shall be held at any place, within or outside of the state of Delaware, designated by the Board and stated in the notice of the meeting. In the absence of any such designation, stockholders' meetings shall be held at the registered office of the Corporation. The Board may, in its sole discretion, determine that a meeting of stockholders shall not be held at any place, but may instead be held solely by means of remote communication, as authorized by Section 211(a)(2) of the General Corporation Law of the State of Delaware (the "**DGCL**").

Section 2. Annual and Special Meetings.

(a) The annual meeting of stockholders shall be held on such day and at such time as may be designated by the Board for the purpose of electing directors and for the transaction of such other business as may properly come before such meeting.

(b) Special meetings of stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called only by (i) the Board, (ii) the chairperson of the board, or (iii) the chief executive officer of the Corporation.

Section 3. Notice of Stockholders' Meetings. Except as otherwise provided by law, notice of each meeting of stockholders, whether annual or special, shall be given not less than ten (10) days nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of the meeting. The notices of all meetings shall state the place, if any, date and time of the meeting and the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting. The notice of a special meeting shall state, in addition, the purpose or purposes for which the meeting is called.

Section 4. Manner of Giving Notice; Affidavit of Notice; Waiver.

(a) If mailed, notice to stockholders shall be deemed given when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the Corporation. Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders may be given by facsimile, telegraph, telex, or by electronic transmission in the manner provided in Section 232 of the DGCL. Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the Corporation under the provisions of the DGCL, the Certificate of Incorporation or these Bylaws shall be effective if given by a single written notice to stockholders who share an address if consented to by the stockholders at that address to whom such notice is given. Any stockholder who fails to object in writing to the Corporation, within sixty (60) days of having been given written notice by the Corporation of its intention to send such single notice, shall be deemed to have consented to receiving such single written notice. Any such consent shall be revocable by the stockholder by written notice to the Corporation.

(b) An affidavit of the secretary or an assistant secretary of the Corporation or of the transfer agent or any other agent of the Corporation that the notice has been given by mail or by a form of electronic transmission, as applicable, shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

(c) A written waiver of any notice, signed by a stockholder entitled to notice, or waiver by electronic transmission by such person, whether given before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such person. Neither the business nor the purpose of any meeting of the stockholders of the Corporation need be specified in such a waiver. Attendance at any meeting shall constitute a waiver of notice except attendance for the sole purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 5. Advance Notice Provisions for Stockholder Proposals.

(a) At an annual meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting, business must be (i) specified in the notice of meeting (or any supplement or amendment thereto) given by or at the direction of the Board, (ii) if not specified in a notice of meeting, otherwise brought before the meeting by or at the direction of the Board or any committee thereof, or (iii) otherwise properly brought before the meeting by a stockholder who (A) was a stockholder of record of the Corporation both at the time of giving the notice provided for in this Section 5 and at the time of the meeting, (B) is entitled to vote at the meeting, and (C) has complied with this Section 5 as to such business. The only matters that may be brought before a special meeting are the matters specified in the notice of meeting given by or at the direction of the person calling the meeting pursuant to Section 2(b) of this Article II, and stockholders shall not be permitted to propose business to be brought before a special meeting of stockholders. Stockholders seeking to nominate persons for election to the Board must comply

with Section 6 of this Article II, and this Section 5 shall not be applicable to nominations except as expressly provided in Section 6 of this Article II.

(b) Without qualification, for business to be properly brought before an annual meeting by a stockholder, the stockholder must (i) provide Timely Notice (as defined below) thereof in writing and in proper form to the secretary of the Corporation, (ii) provide any updates or supplements to such notice at the times and in the forms required by this Section 5 and (iii) constitute a proper matter for stockholder action. To be timely, a stockholder's notice must be delivered to, or mailed and received at, the principal executive offices of the Corporation not later than the close of business on the ninetieth (90th) day nor earlier than the one hundred twentieth (120th) day prior to the one (1)-year anniversary of the preceding year's annual meeting; *provided*, *however*, that if the date of the annual meeting is more than thirty (30) days before or more than sixty (60) days after such anniversary date, notice by the stockholder to be timely must be so delivered, or mailed and received, not earlier than the close of business on the one hundred twentieth (120th) day prior to such annual meeting and not later than the close of business on the ninetieth (90th) day prior to such annual meeting or, if later, the tenth (10th) day following the day on which public disclosure of the date of such annual meeting was first made (such notice within such time periods, "**Timely Notice**"). In no event shall any adjournment or postponement of an annual meeting or the announcement thereof commence a new time period (or extend any time period) for the giving of Timely Notice as described above.

(c) To be in proper form for purposes of this Section 5, a stockholder's notice to the secretary of the Corporation shall set forth:

(i) As to each Proposing Person (as defined below), (A) the name and address of such Proposing Person (including, if applicable, the name and address that appear on the Corporation's books and records); and (B) the class or series and number of shares of the Corporation that are, directly or indirectly, owned of record or beneficially owned (within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder (as so amended and inclusive of such rules and regulations, the "**Exchange Act**")) by such Proposing Person, except that such Proposing Person shall in all events be deemed to beneficially own any shares of any class or series of the Corporation as to which such Proposing Person has a right to acquire beneficial ownership at any time in the future (the disclosures to be made pursuant to the foregoing clauses (A) and (B) are referred to as "**Stockholder Information**");

(ii) As to each Proposing Person:

(A) any option, warrant, convertible security, stock appreciation right, or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Corporation or with a value derived in whole or in part from the value of any class or series of shares of the Corporation, whether or not such instrument or right shall be subject to settlement in the underlying class or series of capital stock of the Corporation or otherwise (a "**Derivative Instrument**"), that is, directly or indirectly, owned of record or beneficially owned by such Proposing Person, and any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the value of shares of the Corporation;

(B) any proxy, agreement, arrangement, understanding, or relationship pursuant to which such Proposing Person has or shares a right to vote any shares of any security of any class or series of the Corporation;

(C) any short interest in any security of the Corporation held by such Proposing Person (for purposes of this Section 5(c) a Proposing Person shall be deemed to have a short interest in a security if such person, directly or indirectly, through any agreement, arrangement, understanding, relationship or otherwise, has the opportunity to profit or share in any profit derived from any decrease in the value of the subject security) ("**Short Interests**");

(D) any rights to dividends on the shares of any class or series of the Corporation that are, directly or indirectly, owned of record or beneficially owned by such Proposing Person that are separated or separable from the underlying shares of the Corporation;

(E) any proportionate interest in shares of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership in which such Proposing Person is a general partner or, directly or indirectly, is the owner of record or beneficially owns an interest in a general partner;

(F) any performance related fees (other than an asset based fee) that such Proposing Person is entitled to based on any increase or decrease in the price or value of shares of any class or series of the Corporation, or any Derivative Instruments or Short Interests, if any, in each case with respect to clauses (A) through (F) herein as of the close of business on the date of such notice, including without limitation any such interests held by members of each such Proposing Person's immediate family sharing the same household;

(G) any material pending or threatened legal proceeding in which such Proposing Person is a party or material participant involving the Corporation or any of its officers or directors, or any affiliate of the Corporation;

(H) any other material relationship between such Proposing Person, on the one hand, and the Corporation, any affiliate of the Corporation or any principal competitor of the Corporation, on the other hand;

(I) any direct or indirect material interest in any contract or agreement of such Proposing Person with the Corporation, any affiliate of the Corporation or any principal competitor of the Corporation (including, in any such case, any employment agreement, collective bargaining agreement or consulting agreement); and

(J) any other information relating to such Proposing Person that would be required to be disclosed in a proxy statement or other filing required to be made in connection with solicitations of proxies or consents by such Proposing Person in support of the business proposed to be brought before the meeting pursuant to Section 14(a) of the Exchange Act (the disclosures to be made pursuant to the foregoing clauses (A) through (I) and this clause (J) are referred to as "**Disclosable Interests**"); *provided, however*, that Disclosable Interests shall not include any such disclosures with respect to the ordinary course business activities of any broker, dealer, commercial bank, trust company, or other nominee who is a Proposing Person

solely as a result of being the stockholder directed to prepare and submit the notice required by these Bylaws on behalf of a beneficial owner;

(iii) As to each Proposing Person, (A) a representation that the stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to propose such business and (B) a representation as to whether the Proposing Person intends or is part of a group which intends (1) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding capital stock required to approve or adopt the proposal and/or (2) otherwise to solicit proxies or votes from stockholders in support of such proposal; and

(iv) As to each item of business that the stockholder proposes to bring before the annual meeting, (A) a reasonably brief description of the business desired to be brought before the annual meeting, the reasons for conducting such business at the annual meeting and any direct or indirect material interest in such business of each Proposing Person, (B) the text of the proposal or business (including the text of any resolutions proposed for consideration and, in the event that such business includes a proposal to amend the Bylaws of the Corporation, the language of the proposed amendment), (C) a reasonably detailed description of all agreements, arrangements, and understandings (x) between or among any of the Proposing Persons or (y) between or among any Proposing Person and any other person or entity (including their names) in connection with the proposal of such business by such stockholder, and (D) any other information relating to such item of business that would be required to be disclosed in a proxy statement or other filing required to be made in connection with solicitations of proxies or consents in support of the business proposed to be brought before the meeting pursuant to Section 14(a) of the Exchange Act.

For purposes of this Section 5, the term "**Proposing Person**" shall mean (a) the stockholder providing the notice of business proposed to be brought before an annual meeting, (b) the beneficial owner or beneficial owners, if different, on whose behalf the notice of the business proposed to be brought before the annual meeting is made, (c) any participant (as defined in paragraphs (a)(ii)-(vi) of Instruction 3 to Item 4 of Schedule 14A) with such stockholder in such solicitation or associate (within the meaning of Rule 12b-2 under the Exchange Act for purposes of these Bylaws) of such stockholder or beneficial owner, and (d) any other person with whom such stockholder or beneficial owner (or any of their respective associates or other participants in such solicitation) is Acting in Concert (as defined below).

A person shall be deemed to be "**Acting in Concert**" with another person for purposes of these Bylaws if such person knowingly acts (whether or not pursuant to an express agreement, arrangement, or understanding) in concert with, or towards a common goal relating to the management, governance, or control of the Corporation in parallel with, such other person where (a) each person is conscious of the other person's conduct or intent and this awareness is an element in their decision-making processes and (b) at least one (1) additional factor suggests that such persons intend to act in concert or in parallel, which such additional factor(s) may include, without limitation, exchanging information (whether publicly or privately), attending meetings, conducting discussions, or making or soliciting invitations to act in concert or in parallel; provided, that a person shall not be deemed to be Acting in Concert with any other person solely as a result of the solicitation or receipt of revocable proxies or consents from such other person

in response to a solicitation made pursuant to, and in accordance with, Section 14(a) of the Exchange Act by way of a proxy or consent solicitation statement filed on Schedule 14A. A person Acting in Concert with another person shall be deemed to be Acting in Concert with any third party who is also Acting in Concert with such other person.

(d) A stockholder providing notice of business proposed to be brought before an annual meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 5 shall be true and correct as of the record date for the meeting and as of the date that is ten (10) business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received by, the secretary of the Corporation at the principal executive offices of the Corporation not later than five (5) business days following the later of the record date for the meeting or the date notice of the record date for the meeting is first publicly disclosed (in the case of the update and supplement required to be made as of such record date), and not later than eight (8) business days prior to the date for the meeting or, if practicable, any adjournment or postponement thereof (and, if not practicable, on the first practicable date prior to the date to which the meeting has been adjourned or postponed) (in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any adjournment or postponement thereof).

(e) The foregoing notice requirements of this Section 5 shall be deemed satisfied by a stockholder with respect to business other than a nomination if the stockholder has notified the Corporation of his, her, or its intention to present a proposal at an annual meeting in compliance with applicable rules and regulations promulgated under the Exchange Act and such stockholder's proposal has been included in a proxy statement that has been prepared by the Corporation to solicit proxies for such annual meeting.

(f) Except as otherwise expressly provided in any applicable rule or regulation promulgated under the Exchange Act, no business shall be conducted at an annual meeting except in accordance with this Section 5. Except as otherwise provided by law, the chairperson of the meeting shall have the power and duty, if the facts warrant, (i) to determine whether business was properly brought before the meeting in accordance with this Section 5 (including whether the Proposing Person solicited (or is part of a group which solicited) or did not so solicit, as the case may be, proxies or votes in support of such Proposing Person's proposal in compliance with such Proposing Person's representation as required by clause (c)(iii)(B) of this Section 5), and (ii) if he or she should so determine that the business was not proposed in compliance with this Section 5, he or she shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted. Notwithstanding the foregoing provisions of this Section 5, unless otherwise required by law, if the stockholder (or a qualified representative of the stockholder) does not appear at the annual meeting of stockholders of the Corporation to present the proposed business, such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of these Bylaws, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager, or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such

person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders.

(g) Notwithstanding the foregoing provisions of this Section 5 with respect to any business proposed to be brought before an annual meeting, each Proposing Person shall comply with all applicable requirements of the Exchange Act with respect to any such business proposals; *provided*, *however*, that references in these Bylaws to the Exchange Act, or the rules and regulations promulgated thereunder, are not intended to and shall not limit the requirements of these Bylaws applicable to proposals or any other business to be considered pursuant to this Section 5 (including paragraphs (a)(iii) and (b) of this Section 5), and compliance with paragraphs (a)(iii) and (b) of this Section 5 shall be the exclusive means for a stockholder to submit other business (other than, as provided in paragraph (e) of this Section 5, business other than nominations brought properly under and in compliance with Rule 14a-8 of the Exchange Act). Nothing in this Section 5 shall be deemed to affect any rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to any applicable rules and regulations promulgated under the Exchange Act.

(h) For purposes of these Bylaws, "**public disclosure**" shall include disclosure in a press release reported by the Dow Jones News Service, Associated Press, or other national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Sections 13, 14, or 15(d) of the Exchange Act.

Section 6. Advance Notice Provisions for Nominations of Directors.

(a) Nominations of any person for election to the Board at an annual meeting or at a special meeting (but only if the election of directors is a matter specified in the notice of meeting given by or at the direction of the person calling such special meeting) may be made at such meeting only (i) by or at the direction of the Board, including by any committee or persons authorized to do so by the Board, (ii) pursuant to the Corporation's notice of meeting (or any supplement or amendment thereto), or (iii) by a stockholder who (A) was a stockholder of record of the Corporation both at the time of giving the notice provided for in this Section 6 and at the time of the meeting, (B) is entitled to vote at the meeting, and (C) has complied with this Section 6 as to such nomination.

(b) Without qualification:

(i) For a stockholder to make any nomination of a person or persons for election to the Board at an annual meeting, the stockholder must (A) provide Timely Notice (as defined in Section 5(b) of this Article II) thereof in writing and in proper form to the secretary of the Corporation and (B) provide any updates or supplements to such notice at the times and in the forms required by this Section 6.

(ii) If the election of directors is a matter specified in the notice of a special meeting given by or at the direction of the person calling a special meeting, then for a stockholder to make any nomination of a person or persons for election to the Board at a special meeting, the stockholder must (A) provide timely notice thereof in writing and in proper form to the secretary of the Corporation at the principal executive offices of the Corporation and (B)

provide any updates or supplements to such notice at the times and in the forms required by this Section 6. To be timely, a stockholder's notice for nominations to be made at a special meeting must be delivered to, or mailed and received at, the principal executive offices of the Corporation not earlier than the one hundred twentieth (120th) day prior to such special meeting and not later than the ninetieth (90th) day prior to such special meeting or, if later, the tenth (10th) day following the day on which public disclosure (as defined in Section 5(h) of this Article II) of the date of such special meeting and of the nominees proposed by the Board to be elected at such meeting was first made.

(c) In no event shall any adjournment or postponement of an annual meeting or special meeting or the announcement thereof commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(d) To be in proper form for purposes of this Section 6, a stockholder's notice to the secretary of the Corporation shall set forth:

(i) As to each Nominating Person (as defined below), the Stockholder Information (as defined in Section 5(c)(i) of this Article II, except that for purposes of this Section 6 the term "Nominating Person" shall be substituted for the term "Proposing Person" in all places it appears in Section 5(c)(i) of this Article II);

(ii) As to each Nominating Person, any Disclosable Interests (as defined in Section 5(c)(ii) of this Article II, except that for purposes of this Section 6 the term "Nominating Person" shall be substituted for the term "Proposing Person" in all places it appears in Section 5(c)(ii) of this Article II and the disclosure in clause (J) of Section 5(c)(ii) of this Article II shall be made with respect to the election of directors at the meeting);

(iii) As to each Nominating Person, the information required to be disclosed pursuant to Section 5(c)(iii) of this Article II, except that for purposes of this Section 6, the term "Nominating Person" shall be substituted for the term "Proposing Person" in all places it appears in Section 5(c)(iii) of this Article II and the references to "proposal" or "business" shall be deemed to be reference to "nomination"; and

(iv) As to each person whom a Nominating Person proposes to nominate for election as a director, (A) all information with respect to such proposed nominee that would be required to be set forth in a stockholder's notice pursuant to this Section 6 if such proposed nominee were a Nominating Person, (B) all information relating to such proposed nominee that is required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors in a contested election pursuant to Section 14(a) under the Exchange Act (including such proposed nominee's written consent to being named in the proxy statement as a nominee and to serving as a director if elected), (C) a description of all direct and indirect compensation and other material agreements, arrangements, and understandings during the past three (3) years, and any other material relationships, between or among any Nominating Person, on the one hand, and each proposed nominee, his or her respective associates or any other participants in such solicitation, and any other persons with whom such proposed nominee (or any of his or her respective associates or other participants in such solicitation) is Acting in Concert, on the other hand, including, without limitation, all

information that would be required to be disclosed pursuant to Item 404 under Regulation S-K if such Nominating Person were the "registrant" for purposes of such rule and the proposed nominee were a director or executive officer of such registrant, and (D) a completed and signed questionnaire, representation, and agreement as provided in Section 6(h) below (the disclosures and documents to be made or provided pursuant to the foregoing clauses (A) through (D) are referred to as "**Nominee Information**").

For purposes of this Section 6, the term "**Nominating Person**" shall mean (a) the stockholder providing the notice of the nomination proposed to be made at the meeting, (b) the beneficial owner or beneficial owners, if different, on whose behalf the notice of the nomination proposed to be made at the meeting is made, (c) any participant with such stockholder in such solicitation or associate of such stockholder or beneficial owner, and (d) any other person with whom such stockholder or such beneficial owner (or any of their respective associates or other participants in such solicitation) is Acting in Concert.

(e) The Corporation may require any proposed nominee to furnish such other information (i) as may reasonably be required by the Corporation to determine the eligibility of such proposed nominee to serve as an independent director of the Corporation or (ii) that could be material to a reasonable stockholder's understanding of the independence or lack of independence of such proposed nominee.

(f) A stockholder providing notice of any nomination proposed to be made at an annual or special meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 6 shall be true and correct as of the record date for the meeting and as of the date that is ten (10) business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received by, the secretary of the Corporation at the principal executive offices of the Corporation not later than five (5) business days following the later of the record date for the meeting or the date notice of the record date for the meeting is first publicly disclosed (in the case of the update and supplement required to be made as of such record date), and not later than eight (8) business days prior to the date for the meeting or, if practicable, any adjournment or postponement thereof (and if not practicable, on the first practicable date prior to the date to which the meeting has been adjourned or postponed) (in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any adjournment or postponement thereof).

(g) Except as otherwise expressly provided in any applicable rule or regulation promulgated under the Exchange Act, no person shall be eligible for election as a director of the Corporation unless nominated in accordance with this Section 6. Except as otherwise provided by law, the chairperson of the meeting shall have the power and duty, if the facts warrant, (i) to determine whether a nomination was properly made in accordance with this Section 6 (including whether the stockholder or beneficial owner, if any, on whose behalf the nomination or proposal is made solicited (or is part of a group which solicited) or did not so solicit, as the case may be, proxies or votes in support of such stockholder's nominee or proposal in compliance with such stockholder's representation as required by clause (c)(iii) of this Section 6), and (ii) if he or she should so determine that any proposed nomination was not made in compliance with this Section 6, he or she shall so declare such determination to the meeting and the defective nomination shall

be disregarded. Notwithstanding the foregoing provisions of this Section 6, unless otherwise required by law, if the stockholder (or a qualified representative of the stockholder) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination, such nomination shall be disregarded, notwithstanding that proxies in respect of such vote may have been received by the Corporation.

(h) To be eligible to be a nominee for election as a director of the Corporation, the proposed nominee must deliver (in accordance with the time periods prescribed for delivery of notice under this Section 6) to the secretary of the Corporation at the principal executive offices of the Corporation a written questionnaire with respect to the background, qualifications, stock ownership, and independence of such proposed nominee (which questionnaire shall be provided by the secretary of the Corporation upon written request) and a written representation and agreement (in the form provided by the secretary of the Corporation upon written request) that such proposed nominee (i) is not and, if elected as a director, will not, during his or her term, become a party to (A) any agreement, arrangement, or understanding with, and has not given any commitment or assurance to, any person or entity as to how such proposed nominee, if elected as a director of the Corporation, will act or vote on any issue or question (a "**Voting Commitment**") that has not been disclosed to the Corporation or (B) any Voting Commitment that could limit or interfere with such proposed nominee's ability to comply, if elected as a director of the Corporation, with such proposed nominee's fiduciary duties under applicable law, (ii) is not and will not become a party to any agreement, arrangement, or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement, or indemnification in connection with service or action as a director that has not been disclosed to the Corporation, and (iii) in such proposed nominee's individual capacity and on behalf of the stockholder (or the beneficial owner, if different) on whose behalf the nomination is made, would be in compliance, if elected to a director of the Corporation, and will comply with applicable publicly disclosed corporate governance, conflict of interest, confidentiality, and stock ownership and trading policies and guidelines of the Corporation.

(i) Notwithstanding anything in this Section 6 to the contrary, in the event that the number of directors to be elected to the Board at an annual meeting is increased effective after the time period for which nominations would otherwise be due under Section 6(b) a stockholder's notice required by this Section 6 shall also be considered timely, but only with respect to nominees for the additional directorships, if it shall be delivered to the secretary at the principal executive offices of the Corporation not later than the close of business on the tenth (10^{th}) day following the day on which such public disclosure is first made by the Corporation.

(j) In addition to the requirements of this Section 6 with respect to any nomination proposed to be made at a meeting, each Nominating Person shall comply with all applicable requirements of the Exchange Act with respect to any such nominations; *provided*, *however*, that references in these Bylaws to the Exchange Act, or the rules and regulations promulgated thereunder, are not intended to and shall not limit the requirements of these Bylaws applicable to nominations to be considered pursuant to these Bylaws (including paragraphs (a)(iii) and (b) of this Section 6), and compliance with paragraphs (a)(iii) and (b) of this Section 6 shall be the exclusive means for a stockholder to make nominations. Nothing in this Section 6 shall be deemed to affect any rights (i) of stockholders to request inclusion of nominations in the Corporation's proxy statement pursuant to any applicable rules and regulations promulgated

under the Exchange Act or (ii) of the holders of any series of Preferred Stock to elect directors pursuant to any applicable provisions of the Certificate of Incorporation.

Section 7. Quorum and Adjournment.

(a) At any meeting of the stockholders, the holders of a majority in voting power of the stock issued and outstanding and entitled to vote at the meeting, present in person, present by any means of remote communication authorized by the Board in its sole discretion, or represented by proxy, shall constitute a quorum for all purposes, unless or except to the extent that the presence of a larger number may be required by law, the Certificate of Incorporation, or these Bylaws. Where a separate vote by a class or classes or series is required, a majority of the voting power of the shares of such class or classes or series present in person, present by any means of remote communication authorized by the Board in its sole discretion, or represented by proxy, shall constitute a quorum entitled to take action with respect to that vote on that matter. A quorum, once established at a meeting, shall not be broken by the withdrawal of enough votes to leave less than a quorum.

(b) If a quorum shall not be present or represented at any annual or special meeting of the stockholders, the chairperson of the meeting, or the holders of a majority in voting power of the shares of stock of the Corporation, which are entitled to vote at the meeting and are present in person, present by any means of remote communication authorized by the Board in its sole discretion, or represented by proxy, shall have power to adjourn the meeting from time to time until a quorum is present or represented. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place, if any, thereof, and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken; *provided*, *however*, that if the date of any adjourned meeting is more than thirty (30) days after the date for which the meeting was originally noticed, notice of the place, if any, date, and time of the adjourned meeting and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting, shall be given in conformity herewith. If, after the adjournment, a new record date for determination of stockholders entitled to vote is fixed for the adjourned meeting, the Board shall fix as the record date for determining stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote at the adjourned meeting, and shall give notice of the adjourned meeting to each stockholder of record as of the record date so fixed for notice of such adjourned meeting. At any adjourned meeting, any business may be transacted that might have been transacted at the original meeting.

Section 8. Voting. The stockholders entitled to vote at any meeting of stockholders shall be determined in accordance with the provisions of Section 9 of this Article II, Section 217 (relating to voting rights of fiduciaries, pledgers, and joint owners of stock) and Section 218 (relating to voting trusts and other voting agreements) of the DGCL. Except as may be otherwise provided in the Certificate of Incorporation or these Bylaws, each stockholder voting shall be entitled to one (1) vote for each share of capital stock of the Corporation held by such stockholder that has voting power upon the matter in question. At all meetings of stockholders for the election of directors at which a quorum is present, a plurality of the votes cast shall be sufficient to elect a

director. All other elections and questions presented to the stockholders at a meeting at which a quorum is present shall, unless otherwise provided by the Certificate of Incorporation, these Bylaws, the rules or regulations of any stock exchange applicable to the Corporation, or applicable law or pursuant to any regulation applicable to the Corporation or its securities, be decided by the affirmative vote of the holders of a majority in voting power of the shares of stock of the Corporation, which are entitled to vote at the meeting and are present in person, present by any means of remote communication authorized by the Board in its sole discretion, or represented by proxy.

Section 9. Record Date.

(a) In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board may, except as otherwise required by law, fix a record date, which record date shall not precede the date on which the resolution fixing the record date is adopted and which record date shall, unless otherwise required by law, not be more than sixty (60) nor less than ten (10) days before the date of any meeting of stockholders. If the Board so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held.

(b) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion, or exchange of stock or for the purpose of any other lawful action, the Board may fix a record date, which shall not be more than sixty (60) days prior to such other action. If no such record date is fixed for determining stockholders entitled to receive payment of any dividend or other distribution or allotment of rights or to exercise any rights of change, conversion, or exchange of stock or for any other purpose, the record date shall be at the close of business on the day on which the Board adopts a resolution relating thereto.

(c) A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided*, *however*, that the Board may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

Section 10. Proxies and Voting. Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for such stockholder by proxy authorized by an instrument in writing or by a transmission permitted by law filed in accordance with the procedure established for the meeting, but no such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. The revocability of a proxy that states on its face that it is irrevocable shall be governed by the provisions of Section 212 of the DGCL. A stockholder may revoke any proxy that is not irrevocable by

attending the meeting and voting in person or by delivering to the secretary of the Corporation a revocation of the proxy or a new proxy bearing a later date. A proxy may be in the form of a telegram, cablegram, or other means of electronic transmission, which sets forth or is submitted with information from which it can be determined that the telegram, cablegram, or other means of electronic transmission was authorized by the stockholder.

Section 11. Conduct of Business. The chairperson of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including the manner of voting and the conduct of business.

Section 12. List of Stockholders Entitled to Vote. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting (*provided, however*, if the record date for determining the stockholders entitled to vote is less than ten (10) days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date); arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. The Corporation shall not be required to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting for a period of at least ten (10) days prior to the meeting: (a) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (b) during ordinary business hours, at the Corporation's principal executive office. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. If the meeting is to be held at a place, then the list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. Such list shall presumptively determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them.

ARTICLE III

DIRECTORS

Section 1. Powers. Subject to the provisions of the DGCL and any limitations in the Certificate of Incorporation or these Bylaws relating to action required to be approved by the stockholders or by the outstanding shares, the business and affairs of the Corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board.

Section 2. Number of Directors. The number of directors which shall constitute the whole Board shall be eight (8), which number may be changed exclusively by resolution of the Board, acting by the vote of not less than a majority of the directors then in office. No decrease in the number of directors constituting the Board shall shorten the term of any incumbent director.

Section 3. Election, Qualification, and Term of Office of Directors. Except as provided in Section 4 of this Article III, and unless otherwise provided in the Certificate of Incorporation, each director shall be elected at each annual meeting of stockholders to hold office until the next annual meeting and until such director's successor is duly elected and qualified or until such director's earlier death, resignation, or removal. Directors need not be stockholders unless so required by the Certificate of Incorporation or these Bylaws. The Certificate of Incorporation or these Bylaws may prescribe other qualifications for directors.

Section 4. Resignations and Vacancies.

(a) Any director may resign at any time by giving notice in writing or by electronic transmission to the chairperson of the board, the president, or the secretary of the Corporation. Such resignation shall take effect at the time specified therein or upon the happening of an event or events specified therein, or if the time is not specified and the resignation is not made contingent upon the happening of an event or events, upon receipt thereof; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(b) Unless otherwise provided in the Certificate of Incorporation (i) vacancies resulting from death, resignation, disqualification, removal, or other causes and (ii) newly created directorships resulting from any increase in the authorized number of directors shall be filled by the affirmative vote of a majority of the remaining directors then in office, even though less than a quorum of the Board, or by a sole remaining director. Any director elected in accordance with the preceding sentence shall hold office for the remainder of the full term in which the vacancy occurred or new directorship was created and until such director's successor is duly elected and qualified or until such director's earlier death, resignation, or removal.

(c) If at any time, by reason of death or resignation or other cause, the Corporation should have no directors in office, then any officer or any stockholder or an executor, administrator, trustee, or guardian of a stockholder, or other fiduciary entrusted with like responsibility for the person or estate of a stockholder, may call a special meeting of stockholders in accordance with the provisions of the Certificate of Incorporation or these Bylaws, or may apply to the Court of Chancery for a decree summarily ordering an election as provided in Section 211 of the DGCL. If, at the time of filling any vacancy or any newly created directorship, the directors then in office constitute less than a majority of the whole Board (as constituted immediately prior to any such increase), then the Court of Chancery may, upon application of any stockholder or stockholders holding at least ten percent (10%) of the total number of the shares at the time outstanding, having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office as aforesaid, which election shall be governed by the provisions of Section 211 of the DGCL as far as applicable.

Section 5. Place of Meetings; Meetings by Telephone. The Board may hold meetings, both regular and special, either within or outside of the state of Delaware. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, members of the Board, or any committee designated by the Board, may participate in a meeting of the Board, or any committee, by means of conference telephone or other communications equipment by means of

which all persons participating in the meeting can hear each other, and such participation in a meeting pursuant to this Section 5 shall constitute presence in person at the meeting.

Section 6. Regular Meetings. Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board.

Section 7. Special Meetings; Notice. Special meetings of the Board may be called by the chairperson of the board or the chief executive officer on two (2) days' notice to each director if provided either by mail or overnight courier, or upon twenty-four (24) hours advance notice if provided either personally, by telephone, or email. Special meetings of the Board shall be called by the chairperson of the board or the chief executive officer in like manner and on like notice on the written request of two (2) directors unless the Board consists of only one (1) director, in which case special meetings shall be called by the chairperson of the board or the chief executive officer in like manner and on like notice on the written request of the sole director. The notice need not specify the purpose or place of the meeting, if the meeting is to be held at the principal executive office of the Corporation.

Section 8. Quorum. At all meetings of the Board, a majority of the authorized number of directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by statute or by the Certificate of Incorporation. If a quorum is not present at any meeting of the Board, then the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 9. Board Action by Written Consent Without a Meeting. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board, or of any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 10. Fees and Compensation of Directors. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, the Board shall have the authority to fix stated salaries for directors for their service in such capacity and to provide for payment of a fixed sum and expenses of attendance, if any, for attendance at each regular or special meeting of the Board. The Board shall also have the authority to provide for payment of a fixed sum and expenses of attendance, if any, payable to members of committees for attending committee meetings. No such compensation shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 11. Removal of Directors. Unless otherwise restricted by statute, by the Certificate of Incorporation, or by these Bylaws, any director or the entire Board may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of

directors. No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of such director's term of office.

Section 12. Waivers. A written waiver of any notice, signed by a director entitled to notice, or waiver by electronic transmission by such person, whether given before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such person. Neither the business nor the purpose of any meeting need be specified in such a waiver. Attendance at any meeting shall constitute a waiver of notice except attendance for the sole purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 13. Approval of Loans to Officers. The Corporation may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the Corporation or of its subsidiary, including any officer or employee who is a director of the Corporation or its subsidiary, whenever, in the judgment of the directors, such loan, guaranty or assistance may reasonably be expected to benefit the Corporation. The loan, guaranty or other assistance may be with or without interest and may be unsecured, or secured in such manner as the Board shall approve, including, without limitation, a pledge of shares of stock of the Corporation. Nothing in this Section 13 contained shall be deemed to deny, limit or restrict the powers of guaranty or warranty of the Corporation at common law or under any statute.

Section 14. Chairperson of the Board of Directors. The Corporation may also have, at the discretion of the Board, a chairperson of the board of directors who shall be considered an officer of the Corporation. The chairperson of the board shall, if present, preside at meetings of the Board and exercise and perform such other powers and duties as may from time to time be assigned to him by the Board or as may be prescribed by these Bylaws.

ARTICLE IV

COMMITTEES OF DIRECTORS

Section 1. Committees of Directors. The Board may, by resolution passed by a majority of the Board, designate one (1) or more committees, each committee to consist of one (1) or more of the directors of the Corporation. The Board may designate one (1) or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board or in these Bylaws, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers that may require it; but no such committee shall have the power or authority to (a) approve or adopt, or recommend to the stockholders, any action or matter expressly required by the DGCL to be submitted to stockholders for approval or (b) adopt, amend, or repeal any bylaw of the Corporation.

Section 2. Committee Minutes. Each committee shall keep regular minutes of its meetings and report the same to the Board when required.

Section 3. Meetings and Action of Committees. Meetings and actions of committees shall be governed by, and held and taken in accordance with, the provisions of: Section 5 of Article III (Place of Meetings; Meetings by Telephone), Section 6 of Article III (Regular Meetings), Section 7 of Article III (Special Meetings; Notice), Section 8 of Article III (Quorum), Section 9 of Article III (Board Action by Written Consent Without a Meeting), and Section 12 of Article III (Waivers), with such changes in the context of those Bylaws as are necessary to substitute the committee and its members for the Board and its members. However, (a) the time of regular meetings of committees may be determined either by resolution of the Board or by resolution of the committee, (b) special meetings of committees may also be called by resolution of the Board, and (c) notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. The Board may adopt rules for the government of any committee not inconsistent with the provisions of these Bylaws.

ARTICLE V

OFFICERS

Section 1. Officers. The officers of the Corporation shall be a chief executive officer, a president, a chief financial officer, and a secretary. The Corporation may also have, at the discretion of the Board, a chairperson of the board, one (1) or more vice presidents, one (1) or more assistant secretaries, one (1) or more assistant treasurers, and any such other officers as may be appointed in accordance with the provisions of these Bylaws. Any number of offices may be held by the same person, unless the Certificate of Incorporation or these Bylaws otherwise provide.

Section 2. Appointment of Officers. The officers of the Corporation, except such officers as may be appointed in accordance with the provisions of Section 3 of this Article V, shall be appointed by the Board, subject to the rights, if any, of an officer under any contract of employment.

Section 3. Subordinate Officers. The Board may appoint, or empower the chief executive officer or the president, to appoint, such other officers and agents as the business of the Corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board may from time to time determine.

Section 4. Removal and Resignation of Officers.

(a) Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, either with or without cause, by an affirmative vote of the majority of the Board then in office at any regular or special meeting of the Board or, except in the case of an officer chosen by the Board, by any officer upon whom such power of removal may be conferred by the Board.

(b) Any officer may resign at any time by giving written notice to the Corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice. Unless otherwise specified in the notice of resignation, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Corporation under any contract to which the officer is a party.

Section 5. Vacancies in Offices. Any vacancy occurring in any office of the Corporation shall be filled by the Board or as provided in Section 3 of this Article V.

Section 6. Chief Executive Officer. Subject to such supervisory powers, if any, as may be given by the Board to the chairperson of the board, if any, the chief executive officer of the Corporation shall, subject to the control of the Board, have general supervision, direction, and control of the business, property, affairs, and the officers of the Corporation. He or she shall preside at all meetings of the stockholders and, in the absence or non-existence of a chairperson of the board, at all meetings of the Board and shall have the general powers and duties of management usually vested in the office of chief executive officer of a corporation and shall have such other powers and duties as may be prescribed by the Board or these Bylaws.

Section 7. President. Subject to such supervisory powers, if any, as may be given by the Board to the chairperson of the board (if any) or the chief executive officer, the president shall have general supervision, direction, and control of the business and other officers of the Corporation. He or she shall have the general powers and duties of management usually vested in the office of president of a corporation and such other powers and duties as may be prescribed by the Board or these Bylaws.

Section 8. Chief Financial Officer.

(a) Unless otherwise set forth in a resolution of the Board, the chief financial officer shall be the treasurer of the Corporation. The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital retained earnings, and shares. The books of account shall at all reasonable times be open to inspection by any director.

(b) The chief financial officer shall deposit all moneys and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board. He or she shall disburse the funds of the Corporation as may be ordered by the Board, shall render to the president, the chief executive officer, or the directors, upon request, an account of all his or her transactions as chief financial officer and of the financial condition of the Corporation, and shall have other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

Section 9. Vice President. In the absence of the chief executive officer and president or in the event of the chief executive's or president's inability or refusal to act, the vice presidents, if any, in order of their rank as fixed by the Board or, if not ranked, a vice president designated by the Board, or in the absences of any designation, then in order of their election shall perform all the duties of the president and when so acting shall have all the powers of, and be subject to all

the restrictions upon, the president. The vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board, these Bylaws, the president or the chairperson of the board.

Section 10. Secretary.

(a) The secretary shall keep or cause to be kept, at the principal executive office of the Corporation or such other place as the Board may direct, a book of minutes of all meetings and actions of directors, committees of directors, and stockholders. The minutes shall show the time and place of each meeting, the names of those present at directors' meetings or committee meetings, the number of shares present or represented at stockholders' meetings, and the proceedings thereof.

(b) The secretary shall keep, or cause to be kept, at the principal executive office of the Corporation or at the office of the Corporation's transfer agent or registrar, as determined by resolution of the Board, a share register, or a duplicate share register, showing the names of all stockholders and their addresses, the number and classes of shares held by each, the number and date of certificates evidencing such shares, and the number and date of cancellation of every certificate surrendered for cancellation.

(c) The secretary shall give, or cause to be given, notice of all meetings of the stockholders and of the Board required to be given by law or by these Bylaws. He or she shall keep the seal of the Corporation, if one be adopted, in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Board or by these Bylaws.

Section 11. Representation of Shares of Other Corporations. The chairperson of the board, the chief executive officer, the president, any vice president, the chief financial officer, the secretary or assistant secretary of this Corporation, or any other person authorized by the Board or the chief executive officer or the president or a vice president, is authorized to vote, represent, and exercise on behalf of this Corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of this Corporation. The authority granted herein may be exercised either by such person directly or by any other person authorized to do so by proxy or power of attorney duly executed by the person having such authority.

Section 12. Authority and Duties of Officers. In addition to the foregoing authority and duties, all officers of the Corporation shall respectively have such authority and perform such duties in the management of the business of the Corporation as may be designated from time to time by the Board or the stockholders.

ARTICLE VI

INDEMNIFICATION

Section 1. Indemnification of Directors and Officers. The Corporation shall, to the maximum extent and in the manner permitted by the DGCL, indemnify each of its directors and officers against expenses (including attorneys' fees), judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding, arising by reason

of the fact that such person is or was an agent of the Corporation. For purposes of this Section 1, a "director" or "officer" of the Corporation includes any person (a) who is or was a director or officer of the Corporation, (b) who is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, or (c) who was a director or officer of a Corporation which was a predecessor corporation of the Corporation or of another enterprise at the request of such predecessor corporation.

Section 2. Indemnification of Others. The Corporation shall have the power, to the maximum extent and in the manner permitted by the DGCL, to indemnify each of its employees and agents (other than directors and officers) against expenses (including attorneys' fees), judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding, arising by reason of the fact that such person is or was an agent of the Corporation. For purposes of this Section 2, an "employee" or "agent" of the Corporation (other than a director or officer) includes any person (a) who is or was an employee or agent of the Corporation, (b) who is or was serving at the request of the Corporation as an employee or agent of another corporation, partnership, joint venture, trust or other enterprise, or (c) who was an employee or agent of a corporation which was a predecessor corporation of the Corporation or of another enterprise at the request of such predecessor corporation.

Section 3. Payment of Expenses in Advance. Expenses incurred in defending any action or proceeding for which indemnification is required pursuant to Section 1 of this Article VI or for which indemnification is permitted pursuant to Section 2 of this Article VI following authorization thereof by the Board shall be paid by the Corporation in advance of the final disposition of such action or proceeding upon receipt of an undertaking by or on behalf of the indemnified party to repay such amount if it shall ultimately be determined that the indemnified party is not entitled to be indemnified as authorized in this Article VI.

Section 4. Indemnity Not Exclusive. The indemnification provided by this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office, to the extent that such additional rights to indemnification are authorized in the Certificate of Incorporation.

Section 5. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of the DGCL.

Section 6. Conflicts. No indemnification or advance shall be made under this Article VI, except where such indemnification or advance is mandated by law or the order, judgment or decree of any court of competent jurisdiction, in any circumstance where it appears: (a) that it would be inconsistent with a provision of the Certificate of Incorporation, these Bylaws, a resolution of the stockholders or an agreement in effect at the time of the alleged cause of the

action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or (b) that it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

ARTICLE VII

RECORDS AND REPORTS

Section 1. Maintenance and Inspection of Records. The Corporation shall, either at its principal executive offices or at such place or places as designated by the Board, keep a record of its stockholders listing their names and addresses and the number and class(es) of shares held by each stockholder, a copy of these Bylaws as amended to date, accounting books, and other records. Any stockholder, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the Corporation's stock ledger, a list of its stockholders, and its other books and records and to make copies or extracts therefrom. A proper purpose shall mean a purpose reasonably related to such person's interests as a stockholder. In every instance where an attorney or other agent is the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing that authorizes the attorney or other agent to so act on behalf of the stockholder. The demand under oath shall be directed to the Corporation at its registered office in Delaware or at its principal place of business.

Section 2. Inspection by Directors. Any director shall have the right to examine the Corporation's stock ledger, a list of its stockholders, and its other books and records for a purpose reasonably related to his or her position as a director. The Court of Chancery is hereby vested with the exclusive jurisdiction to determine whether a director is entitled to the inspection sought. The Court may summarily order the Corporation to permit the director to inspect any and all books and records, the stock ledger, and the stock list and to make copies or extracts therefrom. The Court may, in its discretion, prescribe any limitations or conditions with reference to the inspection, or award such other and further relief as the Court may deem just and proper.

Section 3. Annual Statement to Stockholders. The Board shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clear statement of the business and condition of the Corporation.

ARTICLE VIII

GENERAL MATTERS

Section 1. Checks. From time to time, the Board shall determine by resolution which person or persons may sign or endorse all checks, drafts, other orders for payment of money, notes or other evidences of indebtedness that are issued in the name of or payable to the Corporation, and only the persons so authorized shall sign or endorse those instruments.

Section 2. Execution of Corporate Contracts and Instruments. The Board, except as otherwise provided in these Bylaws, may authorize any officer or officers, or agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Corporation; such authority may be general or confined to specific instances. Unless so authorized or ratified by the Board or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 3. Stock Certificates; Partly Paid Shares. The shares of the Corporation shall be represented by certificates, provided that the Board of the Corporation may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Notwithstanding the adoption of such a resolution by the Board, every holder of stock represented by certificates and upon request every holder of uncertificated shares shall be entitled to have a certificate signed by, or in the name of the Corporation by the chairperson or a vice-chairperson of the Board, or the president or a vice-president, and by the treasurer or an assistant treasurer, or the secretary or an assistant secretary certifying the number of shares owned by such stockholder. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue.

The Corporation may issue the whole or any part of its shares as partly paid and subject to call for the remainder of the consideration to be paid therefor. Upon the face or back of each stock certificate issued to represent any such partly paid shares, upon the books and records of the Corporation in the case of uncertificated partly paid shares, the total amount of the consideration to be paid therefor and the amount paid thereon shall be stated. Upon the declaration of any dividend on fully paid shares, the Corporation shall declare a dividend upon partly paid shares of the same class, but only upon the basis of the percentage of the consideration actually paid thereon.

Section 4. Special Designation on Certificates. If the Corporation is authorized to issue more than one class of stock or more than one series of any class, then the powers, the designations, the preferences, and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate that the Corporation shall issue to represent such class or series of stock; provided, however, that, except as otherwise provided in Section 202 of the DGCL, in lieu of the foregoing requirements there may be set forth on the face or back of the certificate that the Corporation shall issue to represent such class or series of stock a statement that the Corporation will furnish without charge to each stockholder who so requests the powers, the designations, the preferences, and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

Section 5. Lost Certificates. Except as provided in this Section 5, no new certificates for shares shall be issued to replace a previously issued certificate unless the latter is surrendered to the Corporation and canceled at the same time. The Corporation may issue a new certificate of stock or uncertificated shares in the place of any certificate previously issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or the owner's legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate or uncertificated shares.

Section 6. Construction; Definitions. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the DGCL shall govern the construction of these Bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a corporation and a natural person.

Section 7. Dividends. The directors of the Corporation, subject to any restrictions contained in (a) the DGCL or (b) the Certificate of Incorporation, may declare and pay dividends upon the shares of its capital stock. Dividends may be paid in cash, in property, or in shares of the Corporation's capital stock. The directors of the Corporation may set apart out of any of the funds of the Corporation available for dividends a reserve or reserves for any proper purpose and may abolish any such reserve. Such purposes shall include but not be limited to equalizing dividends, repairing or maintaining any property of the Corporation, and meeting contingencies.

Section 8. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board and may be changed by the Board.

Section 9. Seal. The Corporation may adopt a corporate seal, which may be altered at pleasure, and may use the same by causing it or a facsimile thereof, to be impressed or affixed or in any other manner reproduced.

Section 10. Transfer of Stock. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction in its books.

Section 11. Stock Transfer Agreements. The Corporation shall have power to enter into and perform any agreement with any number of stockholders of any one or more classes of stock of the Corporation to restrict the transfer of shares of stock of the Corporation of any one or more classes owned by such stockholders in any manner not prohibited by the DGCL.

Section 12. Registered Stockholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends and to vote as such owner, shall be entitled to hold liable for calls and assessments the person registered on its books as the owner of shares, and shall not be bound to recognize any equitable

or other claim to or interest in such share or shares on the part of another person, whether or not it shall have express or other notice thereof, except as otherwise provided by the DGCL.

ARTICLE IX

FORUM FOR ADJUDICATION OF DISPUTES

Unless the Corporation consents in writing to the selection of an alternative forum, the sole and exclusive forum for (a) any derivative action or proceeding brought on behalf of the Corporation, (b) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (c) any action asserting a claim arising pursuant to any provision of the DGCL, or (d) any action asserting a claim governed by the internal affairs doctrine, shall be a state or federal court located within the state of Delaware, in all cases subject to the court's having personal jurisdiction over the indispensable parties named as defendants. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article IX.

ARTICLE X

AMENDMENTS

These Bylaws may be altered, amended, or repealed or new bylaws may be adopted by the affirmative vote of at least sixty-six and two-thirds percent (66 2/3%) of the voting power of all of the then-outstanding shares of the voting stock of the Corporation entitled to vote or by the Board, when such power is conferred upon the Board by the Certificate of Incorporation. If the power to adopt, amend, or repeal bylaws is conferred upon the Board by the Certificate of Incorporation it shall not divest or limit the power of the stockholders to adopt, amend, or repeal bylaws.

ZQ|CERT#|COY|CLS|RGSTRY|ACCT#|TRANSTYPE|RUN#|TRANS#

inseego

PO BOX 43004, Providence, RI 02940-3004

MR A SAMPLE
DESIGNATION (IF ANY)
ADD 1
ADD 2
ADD 3
ADD 4

CUSIP XXXXXX XX X
Holder ID XXXXXXXXXX
Insurance Value 1,000,000.00
Number of Shares 123456
DTC 12345678 123456789012345

Certificate Numbers	Num/No.	Denom.	Total
1234567890/1234567890	1	1	1
1234567890/1234567890	2	2	2
1234567890/1234567890	3	3	3
1234567890/1234567890	4	4	4
1234567890/1234567890	5	5	5
1234567890/1234567890	6	6	6
Total Transaction	7		

COMMON STOCK

PAR VALUE $0.001

COMMON STOCK

THIS CERTIFICATE IS TRANSFERABLE IN CANTON, MA, JERSEY CITY, NJ AND COLLEGE STATION, TX

Certificate Number
ZQ00000000

Shares

inseego

INSEEGO CORP.

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE

THIS CERTIFIES THAT

MR. SAMPLE & MRS. SAMPLE & MR. SAMPLE & MRS. SAMPLE

CUSIP 45782B 10 4

SEE REVERSE FOR CERTAIN DEFINITIONS

is the owner of

ZERO HUNDRED THOUSAND ZERO HUNDRED AND ZERO

FULLY PAID AND NONASSESSABLE SHARES OF COMMON STOCK, PAR VALUE $.001 PER SHARE, OF

Inseego Corp. transferable on the books of the Corporation by the holder hereof in person or by duly authorized attorney upon surrender of this Certificate properly endorsed. This Certificate is not valid until countersigned and registered by the Transfer Agent and Registrar.

WITNESS the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

Chief Executive Officer

Secretary

INSEEGO CORP. CORPORATE SEAL

DATED DD-MMM-YYYY

COUNTERSIGNED AND REGISTERED:
COMPUTERSHARE TRUST COMPANY, N.A.
TRANSFER AGENT AND REGISTRAR,

By _____
AUTHORIZED SIGNATURE

SECURITY INSTRUCTIONS ON REVERSE

1234567

INSEEGO CORP.

The Corporation shall furnish without charge to each stockholder who so requests a statement of the powers, designations, preferences and relative, participating, optional, or other special rights of each class of stock of the Corporation or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights. Such requests shall be made to the Corporation's Secretary at the principal office of the Corporation.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common	UNIF GIFT MIN ACT- . . . . . .Custodian . . . . . (Cust) (Minor)
TEN ENT - as tenants by the entireties	under Uniform Gifts to Minors Act . . . . . (State)
JT TEN - as joint tenants with right of survivorship and not as tenants in common	UNIF TRF MIN ACT . . . . . .Custodian (until age. . . .). . .. . (Cust) (Minor)
	under Uniform Transfers to Minors Act. . . . . (State)

Additional abbreviations may also be used though not in the above list.

For value received, _____ hereby sell, assign and transfer unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING POSTAL ZIP CODE, OF ASSIGNEE)

_____

_____

_____ Shares

of the common stock represented by the within Certificate, and do hereby irrevocably constitute and appoint

_____ Attorney

to transfer the said stock on the books of the within named Corporation with full power of substitution in the premises.

Dated: _____ 20 _____

Signature: _____

Signature: _____

Notice: The signature to this assignment must correspond with the name as written upon the face of the certificate, in every particular, without alteration or enlargement, or any change whatever.

Signature(s) Guaranteed: Medallion Guarantee Stamp

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (Banks, Stockbrokers, Savings and Loan Associations and Credit Unions) WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM, PURSUANT TO S.E.C. RULE 17Ad-15.

SECURITY INSTRUCTIONS

THIS IS WATERMARKED PAPER. DO NOT ACCEPT WITHOUT NOTING WATERMARK. HOLD TO LIGHT TO VERIFY WATERMARK.

The IRS requires that we report the cost basis of certain shares acquired after January 1, 2011. If your shares were covered by the legislation and you have sold or transferred the shares and requested a specific cost basis calculation method, we have processed as requested. If you did not specify a cost basis calculation method, we have defaulted to the first in, first out (FIFO) method. Please visit our website or consult your tax advisor if you need additional information about cost basis.

If you do not keep in contact with us or do not have any activity in your account for the time periods specified by state law, your property could become subject to state unclaimed property laws and transferred to the appropriate state.

IS3402

Exhibit 4.2

THIS FIRST SUPPLEMENTAL INDENTURE (the "First Supplemental Indenture"), dated as of November 8, 2016, is entered into by and among Novatel Wireless, Inc., a Delaware corporation (the "Issuer"), Inseego Corp., a Delaware corporation ("Inseego"), and Wilmington Trust, National Association, a national banking association, as trustee hereunder ("Trustee"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Indenture (as defined below).

RECITALS

WHEREAS, the Issuer and the Trustee are parties to an Indenture, dated as of June 10, 2015 (the "Indenture"), which Indenture governs the 5.50% Convertible Senior Notes due 2020 (the "Notes") issued under and in accordance with the provisions of the Indenture;

WHEREAS, as of the date of this First Supplemental Indenture, there is $120 million aggregate principal amount of the Notes outstanding;

WHEREAS, the Issuer, Inseego and Vanilla Merger Sub, Inc., a Delaware corporation and wholly-owned subsidiary of Inseego ("Merger Sub"), are parties to that certain Agreement and Plan of Merger, dated as of November 7, 2016, pursuant to which Merger Sub merged with and into the Issuer, with the Issuer surviving as a wholly-owned subsidiary of Inseego (the "Merger");

WHEREAS, at the effective time of the Merger (the "Effective Time"), each share of common stock of the Issuer issued and outstanding immediately prior to the Effective Time was converted into a share of common stock of Inseego ("Inseego Common Stock"), having the same designations, rights, powers, preferences, qualifications, limitations and restrictions, as a share of common stock of the Issuer converted;

WHEREAS, the Merger will constitute a Common Stock Change Event under Section 10.08 of the Indenture and as a result of such Common Stock Change Event, the Notes will become convertible into shares of Inseego Common Stock on identical terms that the Notes were convertible into shares of Common Stock immediately prior to the Merger;

WHEREAS, as a result of the Merger, Inseego is required to execute and deliver with the Trustee a supplemental indenture providing for the conversion and settlement of the Notes into shares of Inseego Common Stock as set forth in the Indenture and providing for adjustments that shall be as nearly as equivalent as possible to the adjustments provided for in Article 10 of the Indenture;

WHEREAS, Section 9.01(k) of the Indenture provides that, without the consent of any Holder, the Issuer and the Trustee may enter into one or more supplemental indentures in connection with a Common Stock Event;

WHEREAS, the Issuer, Inseego and the Trustee desire to enter into this First Supplemental Indenture to evidence Inseego's obligation to issue shares of Inseego Common Stock upon the conversion of the Notes, in each case in accordance with the provisions of the Indenture; and

WHEREAS, all things necessary to make this First Supplemental Indenture when executed by the parties hereto a valid supplement to the Indenture according to its terms and the terms of the Indenture have been done and performed.

NOW, THEREFORE, the parties hereto covenant and agree for the benefit of all holders of the Notes, as follows:

ARTICLE ONE
EFFECT OF THE MERGER

Section 101 Conversion to Inseego Common Stock. From and after the Effective Time, the consideration due upon the conversion of any Notes, and the conditions to any such conversion, will be determined in the same manner as if each reference to any number of shares of Common Stock in Article 10 of the Indenture were instead a reference to the same number of shares of Inseego Common Stock. Inseego agrees to be bound by all the terms, provisions and conditions of the Indenture and the Notes and agrees that for purposes of the conversion of the Notes in accordance with Article 10 of the Indenture it shall be assuming the obligations of the Issuer under the Indenture to issue shares of Inseego Common Stock pursuant to and in accordance with Article 10 of the Indenture.

Section 102 Adjustment of Conversion Rate. All anti-dilution and other adjustments to the Notes set forth in Article 10 of the Indenture shall continue in the same manner as if each reference to any number of shares of Common Stock in Article 10 of the Indenture were instead a reference to the same number of shares of Inseego Common Stock.

Section 103 References to Common Stock. From and after the Effective Time, all references in the Indenture and the Notes to "Common Stock" shall refer to the Inseego Common Stock instead of shares of the common stock of the Issuer.

ARTICLE TWO
MISCELLANEOUS PROVISIONS

Section 201 Confirmation of Original Indenture. The Indenture, as supplemented and amended by this First Supplemental Indenture, is in all respects ratified and confirmed, and the Indenture and the First Supplemental Indenture and all indentures supplemental thereto shall be read, taken and construed as one and the same instrument.

Section 202 GOVERNING LAW. THIS FIRST SUPPLEMENTAL INDENTURE AND THE NOTES WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 203 Separability Clause. In case any provision in this First Supplemental Indenture or in the Notes shall for any reason be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 204 Confirmation of Indenture. Except as amended and supplemented hereby, the Indenture is hereby ratified, confirmed and reaffirmed in all respects. The Indenture and this First Supplemental Indenture shall be read, taken and construed as one and the same instrument. For the avoidance of doubt, Inseego does not hereby assume any obligations of the Issuer under the Indenture, as supplemented and amended by this First Supplemental Indenture, other than as expressly provided for in this First Supplemental Indenture.

Section 205 Counterparts. This First Supplemental Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same document. The exchange of copies of this First Supplemental Indenture and signature pages by facsimile or PDF transmission will constitute effective execution and delivery of this First Supplemental Indenture as to the parties hereto and may be used in lieu of the original First Supplemental Indenture for all purposes.

Section 206 Successors. All agreements of the parties hereto in respect of this First Supplemental Indenture shall bind their respective successors.

Section 207 Headings. The headings of the articles and sections of this First Supplemental Indenture have been inserted for convenience of reference only, are not intended to be considered a part hereof, and will not modify or restrict any of the terms or provisions hereof.

Section 208 Trustee Makes No Representation. The recitals contained herein are made by the Issuer and not by the Trustee, and the Trustee assumes no responsibility for the correctness thereof. The Trustee makes no representation as to the validity or sufficiency of this First Supplemental Indenture. All rights, protections, privileges, indemnities and benefits granted or afforded to the Trustee under the Indenture shall be deemed incorporated herein by this reference and shall be deemed applicable to all actions taken, suffered or omitted by the Trustee.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this First Supplemental Indenture to be duly executed all as of the date and year first written above.

NOVATEL WIRELESS, INC.

By: /s/ Michael A. Newman
Name: Michael A. Newman
Title: Chief Financial Officer

INSEEGO CORP.

By: /s/ Michael A. Newman
Name: Michael A. Newman
Title: Chief Financial Officer

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee.

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

RESTATED
CERTIFICATE OF INCORPORATION
OF
NOVATEL WIRELESS, INC.

The undersigned Susan Swenson hereby certifies that:

1. She is the duly elected and acting Chief Executive Officer of this corporation.

2. The Certificate of Incorporation of this corporation was originally filed with the Secretary of State of Delaware on April 26, 1996 under the name of Novatel Wireless, Inc.

3. The Certificate of Incorporation of this corporation shall be restated, effective as of 5:01 p.m. Eastern Time on November 8, 2016, to read as follows:

I.

The name of the corporation (the "***Corporation***") is Novatel Wireless, Inc.

II.

The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, 19801 and the name of the registered agent of the Corporation in the State of Delaware at such address is The Corporation Trust Company.

III.

The purpose of this Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of Delaware.

IV.

A. The Corporation is authorized to issue one class of stock to be designated as "***Common Stock***". The total number of shares Common Stock which the Corporation is authorized to issue is one thousand (1,000) shares each with a par value of $0.001 per share.

V.

The number of directors of the Corporation shall be fixed from time to time by a bylaw or amendment thereof duly adopted by the Board of Directors of the Corporation (the "***Board of Directors***").

VI.

All directors shall be elected at each annual meeting of stockholders or any special meeting in lieu thereof to hold office until the next annual meeting or special meeting in lieu thereof.

Notwithstanding the foregoing provisions of this Article VI, each director shall serve until his or her successor is duly elected and qualified or until his or her death, resignation, or removal. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

Any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal, or other causes shall be filled by either (i) the affirmative vote of the holders of a majority of the voting power of the then-outstanding shares of voting stock of the Corporation entitled to vote generally in the election of directors (the "***Voting Stock***") voting together as a single class; or (ii) by the affirmative vote of a majority of the remaining directors then in office, even though less than a quorum of the Board of Directors. Newly created directorships resulting from any increase in the number of directors shall, unless the Board of Directors determines by resolution that any such newly created directorship shall be filled by the stockholders, be filled only by the affirmative vote of the directors then in office, even though less than a quorum of the Board of Directors, or by a sole remaining director. Any director elected in accordance with the preceding sentence shall hold office for the remainder of the full term of the class of directors in which the new directorship was created or the vacancy occurred and until such director's successor shall have been elected and qualified.

VII.

In the election of directors, each holder of shares of any class or series of capital stock of the Corporation shall be entitled to one vote for each share held. No stockholder will be permitted to cumulate votes at any election of directors.

VIII.

If at any time this Corporation shall have a class of stock registered pursuant to the provisions of the Securities Exchange Act of 1934, as amended, for so long as such class is so registered, any action by the stockholders of such class must be taken at an annual or special meeting of stockholders, upon due notice and in accordance with the provisions of the Bylaws of this Corporation (the "***Bylaws***"), and may not be taken by written consent.

IX.

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation. Notwithstanding the foregoing, the provisions set forth in Articles VI, X, XIII and XIV, and this Article IX, of this Restated Certificate of Incorporation may not be repealed, amended or altered in any respect without the affirmative vote of the holders of at least 66 2/3% of the voting power of all of the then-outstanding shares of the voting stock of the Corporation entitled to vote.

X.

A. Except as otherwise provided in the Bylaws, the Bylaws may be altered or amended or new Bylaws adopted by the affirmative vote of at least 66 2/3% of the voting power

of all of the then-outstanding shares of the voting stock of the Corporation entitled to vote. The Board of Directors of the Corporation is expressly authorized to adopt, amend or repeal Bylaws.

B. The directors of the Corporation need not be elected by written ballot unless the Bylaws so provide.

C. Advance notice of stockholder nominations for the election of directors or of business to be brought by the stockholders before any meeting of the stockholders of the Corporation shall be given in the manner provided in the Bylaws.

XI.

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the bylaws of the Corporation.

XII.

The Corporation shall have perpetual existence.

XIII.

A. To the fullest extent permitted by the General Corporation Law of Delaware, as the same may be amended from time to time, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the General Corporation Law of Delaware is hereafter amended to authorize, with the approval of a corporation's stockholders, further reductions in the liability of a corporation's directors for breach of fiduciary duty, then a director of the Corporation shall not be liable for any such breach to the fullest extent permitted by the General Corporation Law of Delaware, as so amended.

B. Any repeal or modification of the foregoing provisions of this Article XIII shall not adversely affect any right or protection of a director of the Corporation with respect to any acts or omissions of such director occurring prior to such repeal or modification.

XIV.

A. To the fullest extent permitted by applicable law, the Corporation is also authorized to provide indemnification of (and advancement of expenses to) such agents (and any other persons to which Delaware law permits the Corporation to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the General Corporation Law of Delaware, subject only to limits created by applicable Delaware law (statutory or non-statutory), with respect to actions for breach of duty to a corporation, its stockholders, and others.

B. Any repeal or modification of any of the foregoing provisions of this Article XIV shall not adversely affect any right or protection of a director, officer, agent or other person existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director, officer or agent occurring prior to such repeal or modification.

XV.

Any act or transaction by or involving the Corporation, other than the election or removal of directors of the Corporation, that requires for its adoption under the General Corporation Law of the State of Delaware or this Certificate of Incorporation the approval of the stockholders of the Corporation shall, in accordance with Section 251(g) of the General Corporation Law of the State of Delaware, require, in addition, the approval of the stockholders of Vanilla Technologies, Inc. (or any successor thereto by merger), by the same vote as is required by the General Corporation Law of the State of Delaware and/or this Certificate of Incorporation.

* * *

4. The foregoing Restated Certificate of Incorporation has been duly adopted by this Corporation's Board of Directors in accordance with the applicable provisions of Section 245 of the General Corporation Law of the State of Delaware.

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IN WITNESS WHEREOF, the Corporation has caused this Restated Certificate of Incorporation to be signed by its Chief Executive Officer as of November 7, 2016.

By: /s/ Sue Swenson

Sue Swenson
Chief Executive Officer

CONTRIBUTION AGREEMENT

by and between

NOVATEL WIRELESS, INC.

and

INSEEGO CORP.

dated as of

November 8, 2016

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CONTRIBUTION AGREEMENT

This Contribution Agreement (this "**Agreement**"), dated as of November 8, 2016, is entered into between Novatel Wireless, Inc., a Delaware corporation ("**Transferor**"), and Inseego Corp., a Delaware corporation ("**Transferee**").

RECITALS

WHEREAS, Transferor wishes to sell and assign to Transferee, and Transferee wishes to assume from Transferor, the rights and obligations of Transferor and its Subsidiaries to the Transferred Assets and the Assumed Liabilities (as each such term is defined herein), subject to the terms and conditions 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 are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

The following terms have the meanings specified or referred to in this **Article I**:

"**Action**" means any action, cause of action, lawsuit, audit, citation, summons, subpoena, investigation, administrative enforcement, appeal, petition, plea, charge, complaint, claim, suit, demand, litigation, arbitration, mediation, hearing or other proceeding in each case commenced, brought, or heard by or before any Governmental Authority, whether at law or in equity.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"**Agreement**" has the meaning set forth in the preamble.

"**Ancillary Agreements**" means the Bill of Sale, the Intellectual Property Assignments, the Assignment and Assumption of Lease Agreements and such other agreements, assignments, leases, subleases, documents or instruments as the parties agree are necessary or desirable to achieve the purposes set forth in this Agreement and the other Ancillary Agreements.

"**Assets**" means all assets, properties, rights, licenses, permits, Contracts, real property rights and interests of any kind or nature whatsoever, Intellectual Property, causes of action and business of every kind and description, wherever located, real, personal or mixed, tangible or intangible.

"**Assignment and Assumption of Lease Agreement**" means any assignment and assumption of lease (or sublease) to be entered into by Transferor and Transferee in connection with the assignment and transfer of the Transferred Leased Facilities substantially in the form of **Exhibit A** hereto.

"**Assumed Liabilities**" means the Liabilities set forth in Section 1.01 of the Disclosure Schedules.

"**Benefit Arrangements**" means all fringe benefit plans, holiday or vacation pay, profit sharing, incentive compensation, cafeteria plans, seniority and other policies, practices, agreements or statements of terms and conditions providing compensation or benefits to Transferred Employees or any of their dependents or beneficiaries, other than an Employee Plan.

"**Bill of Sale**" has the meaning set forth in **Section 2.04**.

"**Claim Notice**" has the meaning set forth in **Section 6.03**.

"**Claimed Amount**" has the meaning set forth in **Section 6.03**.

"**Closing**" has the meaning set forth in **Section 2.01**.

"**Closing Date**" has the meaning set forth in **Section 2.01**.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Consideration**" has the meaning set forth in **Section 2.03**.

"**Contracts**" means all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral.

"**Controlling Party**" has the meaning set forth in **Section 6.03**.

"**Disclosure Schedules**" means the Disclosure Schedules delivered by Transferor and Transferee concurrently with the execution and delivery of this Agreement.

"**Employee Plan**" means each "employee benefit plan" as defined in Section 3(3) of ERISA, maintained or contributed to by Transferor, whether in the United States or outside the United States, and whether or not subject to ERISA, which provides benefits to the Transferred Employees or any of their dependents or beneficiaries.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

"**Excluded Assets**" means the Assets set forth in Section 1.02 of the Disclosure Schedules.

"**Excluded Liabilities**" means the Liabilities set forth in Section 1.03 of the Disclosure Schedules.

"**Files**" means any studies, reports, records (including personnel records), books of account, invoices, instruments, surveys, data (including financial, sales, purchasing and operating data), computer data, disks, tapes, marketing plans, customer lists, supplier lists, correspondence and other documents.

"**Governmental Authority**" means the government of the United States or any foreign country (including China) or any state or political subdivision thereof and any entity, body or authority exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including quasi-governmental entities established to perform such functions.

"**Governmental Order**" means any decree, order, judgment, writ, award, injunction, stipulation or consent of or by, or settlement agreement with, a Governmental Authority.

"**Inactive Employee**" has the meaning set forth in **Section 5.03**.

"**Indemnified Party**" has the meaning set forth in **Section 6.03**.

"**Indemnifying Party**" has the meaning set forth in **Section 6.03**.

"**Intellectual Property**" means, on a worldwide basis: (a) all inventions and ideas (whether or not patentable) and all patents, patent applications, industrial designs, and design patents, (b) all registered and unregistered trademarks, service marks, and protectable trade dress, together with all goodwill associated with any of the foregoing, and all registrations and applications therefor, (c) all registered and unregistered copyrights in both published and unpublished works, and applications for registration thereof, (d) all computer software, data and documentation, (e) all internet domain names, and (f) all trade secrets and confidential business information, whether patentable or unpatentable, including know-how, drawings and technical plans, schematics, prototypes, designs, models, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information.

"**Intellectual Property Assignments**" has the meaning set forth in **Section 2.04**.

"**Knowledge**" means, with respect to each of Transferor and Transferee, the actual knowledge of the Key Individuals.

"**Key Individual**" means Sue Swenson, Michael Newman, Michael Sklansky and Lance Bridges.

"**Law**" means any law, statute, code, regulation, ordinance, rule, common law, Governmental Order or governmental requirement enacted, promulgated, entered into, agreed, imposed or enforced by any Governmental Authority.

"**Leased Real Property**" means Real Property leased or subleased by Transferor or its Subsidiaries with respect to the Business.

"**Liabilities**" means all liabilities and obligations of any kind, character or description, whether liquidated or unliquidated, known or unknown, fixed or contingent, accrued or unaccrued, absolute, determined, determinable or indeterminable, or otherwise.

"**Lien**" means any mortgage, lien (statutory or other), charge, restriction, pledge, security interest, option, lease or sublease, claim, right of any third party, easement, encroachment, encumbrance or lien or other charges or rights of others of any kind or nature, except non-exclusive licenses of Intellectual Property.

"**Losses**" means any losses, damages, liabilities, deficiencies, interest, awards, penalties, fines, costs or expenses, including reasonable attorneys' fees; provided, however, that "Losses" shall not include consequential, incidental or punitive damages, except in the case of fraud or to the extent actually paid to a Governmental Authority or other third party, provided that the Indemnified Party has fully complied with the procedures set forth in **Section 6.03**.

"**Non-Controlling Party**" has the meaning set forth in **Section 6.03**.

"**Objection Notice**" has the meaning set forth in **Section 6.03**.

"**Person**" means any natural person, corporation, limited liability company, partnership, firm, joint venture, joint-stock company, trust, association, unincorporated entity or organization of any kind, Governmental Authority or other entity of any kind.

"**Real Property**" means the real property owned, leased or subleased by Transferor or its Subsidiaries with respect to the Business, together with all buildings, structures and facilities located thereon.

"**Representative**" means, with respect to any Person, any and all directors, officers, stockholders, managers, members, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

"**Response**" has the meaning set forth in **Section 6.03**.

"**Shares**" has the meaning set forth in **Section 2.03**.

"**Subsidiaries**", when used with respect to any Person, shall mean any corporation, limited liability company, partnership, association, joint venture or other business entity of which: (a) at least a majority of the securities or other interests having by their terms ordinary

voting power to elect a majority of the board of directors or others performing similar functions with respect to such corporation or other organization is directly or indirectly owned or controlled by such Person (through ownership of securities, by contract or otherwise); or (b) such Person or any Subsidiary of such Person is a general partner of any general partnership or a manager of any limited liability company.

"**Tax**" or "**Taxes**" means (a) any and all federal, state, local, foreign or other taxes, charges, fees, duties (including custom duties), levies, or similar assessments, including net income, gross income, capital gains, gross receipts, net receipts, gross proceeds, net proceeds, ad valorem, profits, real property, personal property (whether tangible or intangible), escheat or unclaimed property, gaming, sales, use, franchise, capital, excise, estimated, value added, stamp, lease, transfer, occupational, equalization, license, payroll, employment, disability, severance, withholding, unemployment, or other taxes, however denominated or computed, assessed by any Governmental Authority, including any interest, penalties, or additions to tax attributable thereto, whether disputed or not, and (b) liability for the payment of any amounts of the type described in clause (a) as a transferee or successor, or by Contract to indemnify or otherwise assume or succeed to the liability of any other Person.

"**Tax Return**" means any return, declaration, report, claim for refund, information return or statement or other document required to be filed with respect to Taxes (including any information return required under Section 6055 or Section 6056 of the Code), including any schedule or attachment thereto, and including any amendment thereof.

"**Third Party Proprietary Information**" has the meaning set forth in **Section 5.01**.

"**Transfer**" has the meaning set forth in **Section 2.02**.

"**Transferee**" has the meaning set forth in the preamble.

"**Transferee Indemnitees**" has the meaning set forth in **Section 6.01**.

"**Transferor**" has the meaning set forth in the preamble.

"**Transferor Indemnitees**" has the meaning set forth in **Section 6.02**.

"**Transferred Assets**" means the Assets set forth in Section 1.04 of the Disclosure Schedules.

"**Transferred Employees**" means the employees of Transferor identified in Section 1.05 of the Disclosure Schedules.

"**Transferred Leased Real Property**" means the Leased Real Property identified in Section 1.06 of the Disclosure Schedules.

"**Transferred Subsidiaries**" means the Subsidiaries of Transferor identified in Section 1.07 of the Disclosure Schedules.

ARTICLE II
PURCHASE AND SALE; CLOSING

Section 2.01 Closing. The closing of the transactions contemplated by this Agreement (the "**Closing**") shall take place on the date of the execution of this Agreement (the "**Closing Date**") at the offices of Paul Hastings LLP, 4747 Executive Drive, Suite 1200, in San Diego, California. The consummation of the transactions contemplated by this Agreement shall be deemed to occur at 12:01 a.m. on the Closing Date.

Section 2.02 Purchase and Sale of Assets; Assumption of Liabilities.

(a) Except as otherwise expressly provided herein, and subject to the terms and conditions set forth herein, at the Closing, Transferor shall sell, assign, transfer, convey and deliver ("**Transfer**") to Transferee, and Transferee shall accept from Transferor, all of Transferor's right, title and interest in the Transferred Assets, including the equity interests in the Transferred Subsidiaries (it being understood that any Transferred Assets that are already held by a Transferred Subsidiary as of the Closing will continue to be held by such Transferred Subsidiary).

(b) Except as otherwise expressly provided herein, and subject to the terms and conditions set forth herein, at the Closing, Transferor shall transfer to Transferee, and Transferee shall assume, perform, timely pay and discharge when due the Assumed Liabilities (it being understood that any Assumed Liabilities that are already Liabilities of a Transferred Subsidiary as of the Closing will continue to be Liabilities of such Transferred Subsidiary). Other than the Assumed Liabilities, Transferee shall not assume any Liabilities or obligations of Transferor of any kind, whether known or unknown, contingent, matured or otherwise, whether currently existing or hereinafter created.

(c) In the event that any Transfer of an Asset or assumption of a Liability required by this Agreement or any of the Ancillary Agreements is not effected at Closing, the obligation to Transfer such Asset or assume such Liability shall continue after the Closing and shall be accomplished as soon thereafter as practicable, subject to the terms and conditions set forth in this Agreement and the Ancillary Agreements.

(d) From and after the Closing, each party shall promptly Transfer to the other Party, from time to time, any property received that is allocated to the other party or its Affiliate pursuant to this Agreement or the Ancillary Agreements. Without limiting the foregoing, in the event any party or its Affiliate shall, after the Closing, receive funds upon the payment of accounts receivable or other amounts under Contracts or other Assets or Liabilities that are allocated to the other party or its Affiliate pursuant to this Agreement or the Ancillary

Agreements, such party will Transfer, or cause to be Transferred, such funds to the other party by wire transfer promptly after the receiving party becomes aware of having received such funds.

Section 2.03 Consideration. The consideration for the Transferred Assets (the "**Consideration**") shall consist of 10 shares of common stock, par value $0.001 per share (the "**Shares**"), of Transferee, plus the assumption of the Assumed Liabilities. Transferee shall transfer the Shares to Transferor at the Closing (as defined herein).

Section 2.04 Closing Deliverables.

(a) At the Closing, Transferor shall deliver to Transferee the following:

(i) a bill of sale, assignment and assumption agreement substantially in the form of **Exhibit B** hereto (the "**Bill of Sale**"), executed by Transferor and any of its Subsidiaries other than Transferred Subsidiaries that hold Transferred Assets or Assumed Liabilities, effecting the assignment to and assumption by Transferee and any such Subsidiaries of the Transferred Assets and the Assumed Liabilities;

(ii) stock certificates evidencing 100% of Transferor's and/or its applicable Subsidiaries' interests in (A) DigiCore Holdings Ltd, (B) R.E.R. Enterprises, Inc., and (C) Novatel Wireless Solutions, Inc., free and clear of all Liens, duly endorsed in blank or accompanied by stock powers or other instruments of transfer duly executed in blank, with all required stock transfer tax stamps affixed thereto;

(iii) assignments substantially in the form of **Exhibit C** hereto (the "**Intellectual Property Assignments**"), each executed by Transferor or the applicable Subsidiary of Transferor, transferring all of Transferor's (or such Subsidiary's, as applicable) right, title and interest in and to the trademark registrations and applications, patents and patent applications, copyright registrations and applications and domain name registrations included in the Transferred Assets to Transferee;

(iv) the Assignment and Assumption of Lease Agreements, each executed by Transferor or the applicable Subsidiary of Transferor;

(v) copies of all consents, approvals, waivers and authorizations referred to in Section 2.04(a)(vi) of the Disclosure Schedules; and

(vi) such other agreements, assignments, leases, subleases, documents or instruments as the parties agree are necessary or desirable to achieve the purposes set forth in this Agreement and the Ancillary Agreements, executed by Transferor and/or its applicable Subsidiaries.

(b) At the Closing, Transferee shall deliver to Transferor the following:

(i) stock certificates evidencing the Shares, free and clear of all Liens, duly endorsed in blank or accompanied by stock powers or other instruments of transfer duly executed in blank, with all required stock transfer tax stamps affixed thereto;

(ii) the Bill of Sale, executed by Transferee;

(iii) the Assignment and Assumption of Lease Agreements, executed by Transferee;

(iv) copies of all consents and authorizations referred to in Section 2.04(b)(iv) of the Disclosure Schedules; and

(v) such other agreements, assignments, leases, subleases, documents or instruments as the parties agree are necessary or desirable to achieve the purposes set forth in this Agreement and the Ancillary Agreements, executed by Transferee.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF TRANSFEROR

Except as set forth in the Disclosure Schedules, Transferor represents and warrants to Transferee that the statements contained in this **Article III** are true and correct as of the date of this Agreement.

Section 3.01 Organization and Authority of Transferor; Enforceability. Transferor is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Transferor has all requisite corporate power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Transferor of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Transferor. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Transferor, and (assuming due authorization, execution and delivery by Transferee) this Agreement and the documents to be delivered hereunder constitute valid and binding obligations of Transferor, enforceable against Transferor in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

Section 3.02 Brokers. Transferor is not required to pay any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Transferor.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF TRANSFEREE

Except as set forth in the Disclosure Schedules, Transferee represents and warrants to Transferor that the statements contained in this **Article IV** are true and correct as of the date of this Agreement.

Section 4.01 Organization and Authority of Transferee; Enforceability. Transferee is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Transferee has all requisite corporate power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Transferee of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Transferee. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Transferee, and (assuming due authorization, execution and delivery by Transferor) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Transferee, enforceable against Transferee in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

Section 4.02 Brokers. Transferee is not required to pay any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Transferee.

ARTICLE V
COVENANTS

Section 5.01 Assignment of Contracts and Rights.

(a) Notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute an agreement to assign or otherwise sell, convey, sublicense or Transfer any Contract constituting a Transferred Asset, or any claim, right or benefit arising thereunder or resulting therefrom, or to enter into any other agreement or arrangement with respect thereto, if an attempted assignment, sale, conveyance, sublicense or Transfer thereof, or entering into any such agreement or arrangement, without the consent of a third party, would constitute a breach of, or other contravention under, any such Contract, be ineffective with respect to any party thereto or in any way adversely affect the rights of Transferor or Transferee thereunder. With respect to any such Contract (or any claim, right or benefit arising thereunder or resulting therefrom), from and after the date hereof, Transferor and Transferee shall use reasonable best efforts (but without any payment of money or other transfer of value by Transferor or Transferee to any third party) to obtain any required consent for the assignment, sale, conveyance,

sublicense or Transfer of such Contract to Transferee, or written confirmation from such parties reasonably satisfactory in form and substance to Transferor and Transferee confirming that such consent is not required. If a required consent has not been obtained prior to the Closing with respect to any such Contract, then, if and to the extent permitted under, and subject to the terms of, such Contract, and subject to applicable Law, Transferor and Transferee shall enter into a mutually agreeable arrangement under which (i) Transferee would obtain, through a subcontracting, sublicensing or subleasing arrangement or otherwise, the claims, rights and benefits of Transferor under such Contract in accordance with this Agreement, (ii) Transferee would assume all obligations of Transferor under such Contracts and agree to perform and discharge all obligations under such Contracts, and (iii) Transferor would enforce at Transferee's cost and at the reasonable request of and for the benefit of Transferee, any and all claims, rights and benefits of Transferor against any third party thereto arising from any such Contract; provided that neither Transferor nor Transferee shall be required to make any payment of money or other transfer of value in connection with any such arrangement. In the event Transferor shall elect to make any payment of money or other transfer of value, including any consent fee, transfer fee or similar arrangement, whether in connection with obtaining any consent under this **Section 5.01(a)** or entering into any arrangement contemplated by the preceding sentence, Transferor shall be solely responsible for such fee.

(b) Transferor shall promptly pay to Transferee, when received, all monies received by Transferor under any Contract constituting a Transferred Asset or any claim, right or benefit arising thereunder not transferred to Transferee at the Closing as a result of the provisions of this **Section 5.01**. Transferee shall promptly reimburse Transferor (or pay at the request of Transferor) any Assumed Liabilities not assumed by Transferee at the Closing as a result of the provisions of this **Section 5.01**, as well as all third party costs and expenses incurred or Losses suffered by Transferor in enforcing any claims, rights and benefits under any Contracts in accordance with **Section 5.01(a)**.

(c) Without limiting the provisions of this **Section 5.01**, this Agreement shall not constitute an agreement of Transferor to Transfer any confidential or proprietary data or information of any Person other than Transferor and its Affiliates ("**Third Party Proprietary Information**") to Transferee, and shall not constitute an authorization to use such Third Party Proprietary Information, to the extent such attempted conveyance, transfer or delivery, or such use, without the consent of a third party, would constitute a breach of, or other contravention under, any confidentiality or similar agreement or other Contract to which Transferor is a party. With respect to any such Third Party Proprietary Information, from and after the date hereof, Transferor shall be responsible for obtaining, and shall use commercially reasonable efforts (but without any payment of money or other transfer of value by Transferor to any third party) to obtain, any required consent for the Transfer or use, as applicable, of such Third Party Proprietary Information to Transferee. Without limiting the foregoing, Transferee shall, upon request of Transferor or any third party, enter into a proprietary information agreement or other confidentiality or similar agreement with any third party requiring Transferee to treat and hold as confidential such Third Party Proprietary Information on terms and conditions that are no less

restrictive than the terms and conditions of any confidentiality or similar agreement between Transferor and any such third parties.

(d) Without limiting the provisions of this **Section 5.01**, to the extent Transferor is restricted under applicable Law from effecting the Transfer hereunder to Transferee of any Files constituting a Transferred Asset, this Agreement shall not constitute an agreement to Transfer such Files, or grant such right to use, to the extent such Transfer or grant would violate applicable Law. With respect to any such Files, from and after the date hereof, the parties hereto shall reasonably cooperate with each other and use reasonable best efforts to eliminate such restriction in compliance with applicable Law (including, if applicable, to obtain any required authorization of any Governmental Authority), and the parties shall keep each other reasonably apprised of the parties' progress with respect thereto. Transferor and Transferee shall use reasonable best efforts to effect such Transfer or grant of right to use as soon as practicable following the Closing.

Section 5.02 Real Property.

(a) Subject to the provisions of this **Section 5.02(a)**, the parties shall cooperate with each other and use reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable to effect the assignment and assumption of the leases for the Transferred Leased Real Property from Transferor or its Subsidiaries to Transferee. The parties shall cooperate with each other and use reasonable best efforts to obtain any consents or approvals required in connection with the assignment of the leases for the Transferred Leased Real Property from Transferor or its Subsidiaries to Transferee. Nothing shall prohibit Transferee from negotiating a new lease with the landlord for such Transferred Leased Real Property. Notwithstanding the foregoing, nothing in this **Section 5.02(a)** shall require any party to make any payments in order to obtain such consents, approvals or releases, except for reasonable and customary costs to cover actual expenses incurred by landlords to process any requests for assignment and except for payments expressly contemplated by the leases or subleases of such Transferred Leased Real Property.

Section 5.03 Employees and Employee Benefits.

(a) Effective as of the Closing, Transferor shall transfer the employment of the Transferred Employees to Transferee (it being understood that any Transferred Employees that are already employed by a Transferred Subsidiary as of the Closing will continue to be employed by such Transferred Subsidiary). The transfer of employment of the Transferred Employees from Transferor to Transferee shall be conducted in a manner such that the employment of each such individual shall be considered continuous and uninterrupted employment under applicable Law. Transferee hereby assumes as Assumed Liabilities Transferor's liabilities and obligations under applicable Law and under any applicable plan, policy, contract or arrangement to employ, reemploy, reinstate or reactivate each Inactive Employee. In addition, Transferee acknowledges that it is a "successor in interest" for purposes of all applicable employment and employee

benefits laws, including: the Family and Medical Leave Act of 1993, as amended, and the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended, and that the terms of employment, reemployment, reinstatement or reactivation of any Inactive Employee who is on approved leave under such laws immediately prior to the Distribution Date shall be governed by such laws and the Consolidated Omnibus Reconciliation Act of 1985, as amended. For purposes of this Agreement, an "**Inactive Employee**" shall mean each Transferred Employee who (i) is not actively employed immediately prior to the Closing due to an approved leave of absence, including an approved medical, non-medical or short-term disability, or long-term disability leave of absence or absence from active employment due to occupational illness or injury covered by workers' compensation or (ii) has any right immediately prior to the Closing under applicable Law, plan, policy, contractual arrangement or otherwise to employment, reemployment, reinstatement or reactivation and who, in either case, was employed by Transferor prior to his or her commencement of leave, termination or suspension of employment or change of status to inactive employment, as the case may be.

(b) From and after the Closing, Transferee shall assume as Assumed Liabilities the liabilities and obligations of Transferor under any employment agreements or similar agreements, including temporary staffing arrangements, consulting agreements and personal services agreements, or applicable Law relating to the terms and conditions of employment of each Transferred Employee. Transferee shall assume as Assumed Liabilities the liabilities and obligations of Transferor arising out of or pertaining to the termination of employment of, employing of or the failure or refusal to employ, reinstate, reactivate or reemploy any Transferred Employee (including severance benefits).

(c) Effective as of the Closing, Transferor shall transfer, or cause its Subsidiaries to transfer, to Transferee all Employee Plans and Benefit Arrangements, and Transferee shall assume as Assumed Liabilities all liabilities and obligations under any Employee Plan and Benefit Arrangement.

Section 5.04 Transfer of Certain Assets and Liabilities of Subsidiaries.

(a) Except as otherwise expressly provided herein, and subject to the terms and conditions set forth herein, following the Closing, Transferee shall cause the Transferred Subsidiaries to Transfer to Transferor, and Transferor shall accept from such Transferred Subsidiaries, all of such Transferred Subsidiaries' right, title and interest in the Excluded Assets as of the Closing.

(b) Except as otherwise expressly provided herein, and subject to the terms and conditions set forth herein, following the Closing, Transferee shall cause the Transferred Subsidiaries to Transfer to Transferor, and Transferor shall assume, perform, timely pay and discharge when due any Excluded Liabilities that are Liabilities of a Transferred Subsidiary as of the Closing.

(c) Notwithstanding anything to the contrary in this Agreement, this **Section 5.04** shall not constitute an agreement to assign or otherwise sell, convey, sublicense or Transfer any Contract of a Transferred Subsidiary constituting an Excluded Asset, or any claim, right or benefit arising thereunder or resulting therefrom, or to enter into any other agreement or arrangement with respect thereto, if an attempted assignment, sale, conveyance, sublicense or Transfer thereof, or entering into any such agreement or arrangement, without the consent of a third party, would constitute a breach of, or other contravention under, any such Contract, be ineffective with respect to any party thereto or in any way adversely affect the rights of the applicable Transferred Subsidiary or Transferor thereunder. With respect to any such Contract (or any claim, right or benefit arising thereunder or resulting therefrom), from and after the date hereof, Transferor and Transferee shall use reasonable best efforts (but without any payment of money or other transfer of value by Transferor or Transferee to any third party) to obtain any required consent for the assignment, sale, conveyance, sublicense or Transfer of such Contract to Transferor, or written confirmation from such parties reasonably satisfactory in form and substance to Transferor and Transferee confirming that such consent is not required. If a required consent has not been obtained prior to the Closing with respect to any such Contract, then, if and to the extent permitted under, and subject to the terms of, such Contract, and subject to applicable Law, Transferor and Transferee or the applicable Transferred Subsidiary shall enter into a mutually agreeable arrangement under which (i) Transferor would obtain, through a subcontracting, sublicensing or subleasing arrangement or otherwise, the claims, rights and benefits of the applicable Transferred Subsidiary under such Contract in accordance with this Agreement, (ii) Transferor would assume all obligations of the applicable Transferred Subsidiary under such Contracts and agree to perform and discharge all obligations under such Contracts, and (iii) the applicable Transferred Subsidiary would enforce at Transferor's cost and at the reasonable request of and for the benefit of Transferor, any and all claims, rights and benefits of the applicable Transferred Subsidiary against any third party thereto arising from any such Contract; provided that none of Transferor, Transferee or the applicable Transferred Subsidiary shall be required to make any payment of money or other transfer of value in connection with any such arrangement. In the event the applicable Transferred Subsidiary shall elect to make any payment of money or other transfer of value, including any consent fee, transfer fee or similar arrangement, whether in connection with obtaining any consent under this **Section 5.04(c)** or entering into any arrangement contemplated by the preceding sentence, the applicable Transferred Subsidiary shall be solely responsible for such fee.

(d) Transferee shall cause the applicable Transferred Subsidiary to promptly pay to Transferor, when received, all monies received by the applicable Transferred Subsidiary under any Contract of such Transferred Subsidiary constituting a Excluded Asset or any claim, right or benefit arising thereunder not transferred to Transferor as a result of the provisions of **Section 5.04(c)**. Transferor shall promptly reimburse the applicable Transferred Subsidiary (or pay at the request of the applicable Transferred Subsidiary) any Excluded Liabilities of such Transferred Subsidiary not assumed by Transferor as a result of the provisions of **Section 5.04(c)**, as well as all third party costs and expenses incurred or Losses suffered by such Transferred Subsidiary in

enforcing any claims, rights and benefits under any Contracts in accordance with **Section 5.04(c)**.

(e) Without limiting the provisions of this **Section 5.04**, this Agreement shall not constitute an agreement of any Transferred Subsidiary to Transfer any Third Party Proprietary Information to Transferor, and shall not constitute an authorization to use such Third Party Proprietary Information, to the extent such attempted conveyance, transfer or delivery, or such use, without the consent of a third party, would constitute a breach of, or other contravention under, any confidentiality or similar agreement or other Contract to which such Transferred Subsidiary is a party. With respect to any such Third Party Proprietary Information, from and after the date hereof, the applicable Transferred Subsidiary shall be responsible for obtaining, and shall use commercially reasonable efforts (but without any payment of money or other transfer of value by such Transferred Subsidiary to any third party) to obtain, any required consent for the Transfer or use, as applicable, of such Third Party Proprietary Information to Transferor. Without limiting the foregoing, Transferor shall, upon request of Transferor, the applicable Transferred Subsidiary or any third party, enter into a proprietary information agreement or other confidentiality or similar agreement with any third party requiring Transferor to treat and hold as confidential such Third Party Proprietary Information on terms and conditions that are no less restrictive than the terms and conditions of any confidentiality or similar agreement between the applicable Transferred Subsidiary and any such third parties.

(f) Without limiting the provisions of this **Section 5.04**, to the extent any Transferred Subsidiary is restricted under applicable Law from effecting the Transfer hereunder to Transferor of any Files constituting an Excluded Asset, this Agreement shall not constitute an agreement to Transfer such Files, or grant such right to use, to the extent such Transfer or grant would violate applicable Law. With respect to any such Files, from and after the date hereof, the parties hereto shall reasonably cooperate with each other and use reasonable best efforts to eliminate such restriction in compliance with applicable Law (including, if applicable, to obtain any required authorization of any Governmental Authority), and the parties shall keep each other reasonably apprised of the parties' progress with respect thereto. Transferor and Transferee shall use reasonable best efforts to effect such Transfer or grant of right to use as soon as practicable following the Closing.

Section 5.05 Bulk Sales Laws. The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Transferred Assets to Transferee.

Section 5.06 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added and other such taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the documents to be delivered hereunder shall be borne and paid by Transferor when due. Transferor shall, at its own expense, timely file any tax return or other document with respect to such taxes or fees (and Transferee shall cooperate with respect thereto as necessary).

Section 5.07 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause its respective Subsidiaries to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

Section 5.08 Omitted Assets or Liabilities. Following the Closing, if the parties identify any Excluded Assets or Excluded Liabilities that were inadvertently assigned to or assumed by Transferee or that are held by a Transferred Subsidiary, Transferor and Transferee shall, and, if applicable, shall cause their respective Affiliates to, for no additional consideration, execute and deliver any contracts and perform all other lawful acts reasonably necessary for Transferee (or the applicable Transferred Subsidiary) to transfer to Transferor or to cause Transferor to reassume such Excluded Assets or Excluded Liabilities. Following the Closing, if the parties identify any Transferred Assets or Assumed Liabilities that were inadvertently retained by Transferor or its remaining Subsidiaries, Transferor and Transferee shall, and, if applicable, shall cause their respective Affiliates to, for no additional consideration, execute and deliver any contracts and perform all other lawful acts reasonably necessary for Transferor (or its applicable Subsidiary) to transfer to Transferee or to cause Transferee to assume such Transferred Assets or Assumed Liabilities. If any such assets cannot be so transferred from a legal or commercial perspective, the party that otherwise would have received such assets pursuant to the terms of this **Section 5.08** shall, for no additional consideration, use its best efforts to procure other assets that would minimize the losses arising from the absence of such assets.

Section 5.09 Tax Matters. Transferor and Transferee agree that the transactions contemplated by this Agreement shall be treated for all applicable income tax purposes as a taxable transfer of the Transferred Assets in exchange for the Consideration.

ARTICLE VI
INDEMNIFICATION

Section 6.01 Indemnification By Transferor. Subject to the provisions of this **Article VI**, Transferor covenants and agrees to indemnify and hold harmless Transferee and its Affiliates and each of their respective Representatives (collectively, the "**Transferee Indemnitees**"), from and against any and all Losses incurred or suffered by any of the Transferee Indemnitees arising or resulting from any of the following:

(a) any inaccuracy in or breach of any of the representations or warranties of Transferor contained in **Article III** of this Agreement;

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Transferor pursuant to this Agreement; or

(c) any Excluded Liability.

Section 6.02 Indemnification By Transferee. Subject to the provisions of this **Article VI**, Transferee covenants and agrees to indemnify and hold harmless Transferor and its Affiliates and each of their respective Representatives (collectively, the "**Transferor Indemnitees**"), from and against any and all Losses incurred or suffered by any of the Transferee Indemnitees arising or resulting from any of the following:

(a) any inaccuracy in or breach of any of the representations or warranties of Transferee contained in **Article IV** of this Agreement;

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Transferee pursuant to this Agreement; or

(c) any Assumed Liability.

Section 6.03 Claim Procedure/Notice of Claim.

(a) A party entitled or seeking to assert rights to indemnification under this **Article VI** (an "**Indemnified Party**") shall give prompt written notification (a "**Claim Notice**") to the party from whom indemnification is sought (an "**Indemnifying Party**") which contains: (i) a description and the amount or estimation thereof (the "**Claimed Amount**"), if then known, of any Losses incurred or reasonably expected to be incurred by the Indemnified Party and (ii) a statement that the Indemnified Party is entitled to indemnification under this **Article VI** for such Losses and a reasonable explanation of the basis therefor.

(b) Within thirty (30) days after delivery of a Claim Notice, the Indemnifying Party shall deliver to the Indemnified Party a written response (the "**Response**") in which the Indemnifying Party shall either: (i) agree that the Indemnified Party is entitled to receive all of the Claimed Amount or (ii) dispute that the Indemnified Party is entitled to receive any or all of the Claimed Amount and the basis for such dispute (in such an event, the Response shall be referred to as an "**Objection Notice**"). If no Response is delivered by the Indemnifying Party to the Indemnified Party within such thirty (30) day period, the Indemnifying Party shall be deemed to have agreed that an amount equal to the entire Claimed Amount shall be payable to the Indemnified Party and such Claimed Amount shall be promptly paid to Transferor Indemnitees or Transferee Indemnitees, as applicable.

(c) In the event that the Indemnified Party is entitled or is seeking to assert rights to indemnification under this **Article VI** relating to a third-party claim, the Indemnified Party shall give written notification to the Indemnifying Party of the commencement of any Action relating to such third-party claim. Such notification shall be given promptly after receipt by the Indemnified Party of notice of such Action, shall be accompanied by reasonable supporting documentation submitted by such third-party (to the extent then in the possession of the Indemnified Party) and shall describe in reasonable detail (to the extent known by the Indemnified Party) the facts constituting the basis for such Action and the amount of the claimed Losses, if then known; provided, however, that no delay, deficiency or failure on the part of the

Indemnified Party in so notifying the Indemnifying Party shall relieve the Indemnifying Party of any liability or obligation hereunder except to the extent the Indemnifying Party can demonstrate in writing that the defense of such Action has been materially prejudiced by such delay, deficiency or failure. Within thirty (30) days after delivery of such notification, the Indemnifying Party may, upon written notice thereof to the Indemnified Party, assume control of the defense of such Action with counsel reasonably satisfactory to the Indemnified Party; provided, however, that: (i) the Indemnifying Party may assume control of such defense only if it acknowledges in writing to the Indemnified Party that any Losses that may be assessed against the Indemnified Party in connection with such Action constitute Losses for which the Indemnified Party shall be indemnified pursuant to this **Article VI**, and (ii) the Indemnifying Party may not assume control of the defense of an Action (A) involving criminal liability; or (B) in which any relief other than monetary damages is sought against the Indemnified Party and the Indemnified Party reasonably determines that such non-monetary relief would materially and adversely affect the Indemnified Party. If the Indemnifying Party does not so assume control of such defense, the Indemnified Party shall control such defense at the Indemnified Party's expense subject to reimbursement as a part of a Claimed Amount. The party not controlling such defense (the "**Non-Controlling Party**") may participate therein at its own expense; provided, however, that if the Indemnifying Party assumes control of such defense and the Indemnified Party reasonably concludes that the Indemnifying Party and the Indemnified Party have conflicting interests or different defenses available with respect to such Action, the reasonable fees and expenses of counsel to the Indemnified Party shall be considered "**Losses**" for purposes of this Agreement. The party controlling such defense (the "**Controlling Party**") shall keep the Non-controlling Party reasonably advised of the status of such Action and the defense thereof and shall consider in good faith recommendations made by the Non-Controlling Party with respect thereto. The Non-Controlling Party shall furnish the Controlling Party with such information as it may have with respect to such Action (including copies of any summons, complaint or other pleading which may have been served on such party and any written claim, demand, invoice, billing or other document evidencing or asserting the same) and shall otherwise cooperate with and assist the Controlling Party in the defense of such Action. The Indemnifying Party shall not agree to any settlement of, or the entry of any judgment arising from, any such Action without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed. The Indemnified Party shall not agree to any settlement of, or the entry of any judgment arising from, any such Action without the prior written consent of the Indemnifying Party, which shall not be unreasonably withheld, conditioned or delayed. In the event that some, but not all, of the Losses from the Action are indemnifiable, the costs and expenses (including reasonable legal fees and disbursements) of the Controlling Party incurred in connection with such defense shall be allocated between the Indemnifying Party and the Indemnified Party in proportion to the Losses for which each such party is ultimately responsible in connection with such claim, after giving effect to the provisions of this **Article VI**.

Section 6.04 Survival.

(a) The representations and warranties of Transferor and Transferee contained in **Article III** and **Article IV**, respectively, of this Agreement and each Indemnified Party's rights to indemnification under this **Article VI** relating to breach or inaccuracy of any of such representations and warranties shall survive the Closing for a period ending on the date that is fifteen (15) months following the Closing Date, at which time such representations and warranties shall expire, terminate and be of no further force or effect.

(b) Notwithstanding anything to the contrary in this Agreement, if an Indemnified Party delivers to an Indemnifying Party, before termination or expiration of a representation or warranty, either a Claim Notice based upon a breach of such representation or warranty, or a notice that, as a result of any claim brought by a third party, the Indemnified Party reasonably expects to incur Losses, then the applicable representation or warranty shall survive until, but only for purposes of, the resolution of the matter covered by such notice.

(c) The representations and warranties of Transferor shall not be deemed waived by reason of any investigation made by or on behalf of Transferee. The representations and warranties of Transferee shall not be deemed waived by reason of any investigation made by or on behalf of Transferor.

(d) Each covenant of Transferor or Transferee set forth herein shall survive until such time as each such covenant has been fully performed and satisfied.

(e) Notwithstanding anything to the contrary in this Agreement, no party shall be entitled to seek indemnification under this **Article VI** with respect to any breach or inaccuracy of the items described in **Section 6.01(c)** or **6.02(c)** unless such party has fully complied with the provisions of **Section 5.08**.

Section 6.05 Tax Treatment of Indemnification Payments. All indemnification payments made under this Agreement shall be treated by the parties as an adjustment to the Consideration for Tax purposes, unless otherwise required by Law.

Section 6.06 Exclusive Remedy. Except with respect to (a) Losses based on fraud or willful misconduct, and (b) injunctive relief or other equitable relief (whether arising under this Agreement, by statute or under common law) to restrain or otherwise remedy a breach or threatened breach of this Agreement or to specifically enforce this Agreement, the indemnification provisions in this **Article VI** will be the exclusive remedy of Transferor and Transferee with respect to any and all monetary damages arising under this Agreement.

ARTICLE VII
MISCELLANEOUS

Section 7.01 Amendment and Modification. This Agreement may be amended, modified or supplemented only by an agreement in writing signed by each party hereto.

Section 7.02 Waiver of Compliance; Consents. Any failure of Transferee, on the one hand, or Transferor, on the other hand, to comply with any obligation, covenant or agreement herein may be waived by Transferor (with respect to any failure by Transferee), or by Transferee (with respect to any failure by Transferor), respectively, only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant or agreement shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be deemed effective when given in a manner consistent with the requirements for a waiver of compliance as set forth in this **Section 7.02**.

Section 7.03 Notices.

(a) All notices, requests, demands and other communications under this Agreement shall be in writing and delivered in person, or sent by facsimile or e-mail or sent by reputable overnight delivery service and properly addressed as follows:

if to Transferee:

Inseego Corp.
9645 Scranton Road, Suite 205
San Diego, California 92121
Attention: Michael Newman
E-mail: mnewman@nvtl.com

with a copy to (which shall not constitute notice):

Paul Hastings, LLP
4747 Executive Drive
Suite 1200
San Diego, California 92121
Attention: Carl Sanchez
E-mail: carlsanchez@paulhastings.com

if to Transferor:

Novatel Wireless, Inc.
9645 Scranton Road, Suite 205
San Diego, California 92121
Attention: Michael Newman
E-mail: mnewman@nvtl.com

with a copy to (which shall not constitute notice):

Paul Hastings, LLP
4747 Executive Drive
Suite 1200
San Diego, California 92121
Attention: Carl Sanchez
E-mail: carlsanchez@paulhastings.com

(b) Any party may from time to time change its address for the purpose of notices to that party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the party sought to be charged with its contents.

(c) All notices and other communications required or permitted under this Agreement which are addressed as provided in this **Section 7.03** if delivered personally or by courier, shall be effective upon delivery; if sent by facsimile, shall be delivered upon receipt of proof of transmission.

Section 7.04 Expenses. Except as otherwise set forth herein, Transferor agrees that all fees and expenses incurred by Transferor in connection with this Agreement and all related documents and transactions shall be borne by Transferor, and Transferee agrees that all fees and expenses incurred by Transferee in connection with this Agreement and all related documents and transactions shall be borne by Transferee.

Section 7.05 Assignment and Successors. This Agreement binds and benefits the parties and their respective heirs, executors, administrators, successors and assigns, except that neither party shall be permitted to assign any rights under this Agreement or delegate to any Person such party's performance obligations under this Agreement without the prior written consent of the other party.

Section 7.06 Third-party Beneficiaries. Except as provided in **Article VI**, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 7.07 Governing Law; Consent to Jurisdiction. This Agreement, and any Action arising out of, relating to, or in connection with this Agreement, shall be governed by the laws of the State of Delaware without reference to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction. In addition, each of the parties hereto: (a) consents to submit itself to the personal jurisdiction of any state or federal court located in the State of Delaware in the event that any dispute arises out of this Agreement or the transactions contemplated hereby; (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court; and (c) agrees that

it will not bring any action relating to this Agreement or the transactions contemplated hereby, in any court other than a state or federal court located in the State of Delaware.

Section 7.08 WAIVER OF JURY TRIAL. EACH OF TRANSFEREE AND TRANSFEROR HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 7.09 Privilege. In connection with any dispute that may arise between Transferor and Transferee or any of their respective Affiliates Company's Subsidiaries, Transferee (and not Transferor or its Affiliates) will have the right to decide whether or not to waive the attorney-client privilege that may apply to any communications between Transferor or any of its Subsidiaries and Paul Hastings LLP that occurred before the Closing.

Section 7.10 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If a final judgment of a court of competent jurisdiction declares that any term or provision of this Agreement is invalid or unenforceable, the parties hereto agree that the court making such determination shall have the power to limit such term or provision, to delete specific words or phrases or to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be valid and enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the parties hereto agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term or provision.

Section 7.11 Interpretation.

(a) For purposes of this Agreement, whenever the context requires, the singular number will include the plural, and vice versa, the masculine gender will include the feminine and neuter genders, the feminine gender will include the masculine and neuter genders, and the neuter gender will include the masculine and feminine genders.

(b) As used in this Agreement, the words "include" and "including" and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation".

(c) All references in this Agreement to "Ancillary Agreements" will be deemed to be a reference to one or more Ancillary Agreements.

(d) Except as otherwise expressly indicated, all references in this Agreement to a "Section", "Article", "Preamble", "Recitals" or "Exhibit" are intended to refer to a Section, Article, the Preamble, the Recitals or an Exhibit of this Agreement, and all references to a "Schedule" are intended to refer to a Schedule of the Disclosure Schedules.

(e) As used in this Agreement, the terms "hereof", "hereunder", "herein" and words of similar import will refer to this Agreement as a whole and not to any particular provision, Section, Exhibit or Schedule of this Agreement.

(f) All references to this Agreement herein or to the Disclosure Schedules shall be deemed to refer to this entire Agreement, including the Disclosure Schedules; provided, however, that information furnished in one Section of the Disclosure Schedules shall be deemed to be included in another Section of the Disclosure Schedules to the extent such disclosure is reasonably apparent on the face thereof to be relevant to such other section, whether or not a specific cross-reference appears.

(g) Each party hereto has participated in the drafting of this Agreement, which each party hereto acknowledges is the result of extensive negotiations among the parties hereto. Consequently, this Agreement will be interpreted without reference to any rule or precept of Law that states that any ambiguity in a document be construed against the drafter.

(h) Any reference in this Agreement to "$" or "dollars" will mean U.S. dollars.

(i) All references to any section of any law include any amendment of, and/or successor to, that section.

(j) The table of contents and Article and Section headings contained in this Agreement are for reference purposes only and do not limit or otherwise affect any of the substance of this Agreement.

(k) All terms defined in this Agreement shall have such defined meanings when used in the Disclosure Schedules or any certificate or other document made or delivered pursuant hereto or thereto unless otherwise defined therein.

Section 7.12 Entire Agreement. This Agreement, including the exhibits hereto and the documents and instruments referred to herein (including the Disclosure Schedules), embody the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no representations, promises, warranties, covenants or undertakings, other than those expressly set forth or referred to herein and therein.

Section 7.13 Counterparts. This Agreement 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 Agreement

or amendments thereto and of signature pages by facsimile transmission or by e-mail transmission in portable document 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 Agreement or amendment for all purposes. Signatures of the parties transmitted by facsimile or by e-mail transmission in portable document format (or similar format) shall be deemed to be their original signatures for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

TRANSFEROR

NOVATEL WIRELESS, INC.

By: /s/ Sue Swenson
Name: Sue Swenson
Title: Chief Executive Officer

[Signature Page to Contribution Agreement]

TRANSFEREE

INSEEGO CORP.

By: /s/ Michael A. Newman
Name: Michael A. Newman
Title: Chief Financial Officer

[Signature Page to Contribution Agreement]

Exhibit 10.2

JOINDER AND TENTH AMENDMENT TO CREDIT AND SECURITY AGREEMENT AND OTHER LOAN DOCUMENTS AND CONSENT

THIS JOINDER AND TENTH AMENDMENT TO CREDIT AND SECURITY AGREEMENT AND OTHER LOAN DOCUMENTS AND CONSENT (this "Amendment"), dated as of November 8, 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"), **INSEEGO CORP.** (f/k/a VANILLA TECHNOLOGIES, INC.), a Delaware corporation (the "New Guarantor"), 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 and the Loan Parties 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. Novatel has formed New Guarantor as a wholly-owned Subsidiary and has requested that Lender add New Guarantor as a "Guarantor" and a "Loan Party" under, and as a party to, the Credit Agreement and the other Loan Documents.

C. Novatel and New Guarantor intend to enter into a Contribution Agreement, substantially in the form attached hereto as Annex A, pursuant to which Novatel intends to sell and assign to New Guarantor the "Transferred Assets" and "Assumed Liabilities" (as such terms are defined in the Contribution Agreement) (collectively, the "Contribution").

D. Novatel, New Guarantor, and Vanilla Merger Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of New Guarantor formed to effectuate the Merger (defined below) ("Merger Sub"), intend to effect a merger of Merger Sub with and into Novatel, pursuant to which Merger Sub will cease to exist, and Novatel will become a wholly-owned Subsidiary of New Guarantor (the "Merger"), pursuant to an Agreement and Plan of Merger, substantially in the form attached hereto as Annex B, to be entered into by and among Novatel, New Guarantor and Merger Sub.

E. The Lender and the Loan Parties now wish for the Lender to (i) consent to the Merger, the Change of Control resulting from the Merger, and the Contribution, (ii) add New Guarantor as a "Guarantor" and a "Loan Party" under, and as a party to, the Credit Agreement

and the other Loan Documents, and (iii) amend the Credit Agreement on the terms and conditions set forth herein.

F. The Loan Parties are entering into this Amendment with the understanding and agreement that, except as specifically provided herein, none of the Lender's rights or remedies as set forth in the Credit Agreement or any other Loan Document is being waived or modified by the terms of this Amendment.

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. Addition and Joinder of New Guarantor.

1.1 The Loan Parties and Lender agree that New Guarantor shall be deemed to be a "Guarantor" and a "Loan Party" under the Credit Agreement and the other Loan Documents.

1.2 Upon the date and effectiveness of this Amendment, New Guarantor agrees (i) that it shall be deemed to be a party to the Credit Agreement as a "Guarantor" and a "Loan Party" thereunder, (ii) subject to Exhibit E to the Credit Agreement (after giving effect to this Amendment), that it shall be deemed to have made all of the representations and warranties of a "Guarantor" and a "Loan Party" under the Credit Agreement and to have agreed to be bound, jointly and severally with all other "Guarantors" and "Loan Parties" by all of the conditions, obligations, appointments, covenants, representations, warranties and other agreements of a "Guarantor" and "Loan Party" under and as set forth in the Credit Agreement and this Amendment, and (iii) to promptly execute all further documentation, amendments, supplements, schedules, agreements and/or financing statements reasonably required by Lender consistent with and in furtherance of the Credit Agreement, the other Loan Documents and this Amendment. Without limiting the generality of the foregoing, New Guarantor hereby unconditionally grants, assigns, and pledges to Lender for the benefit of Lender and each Bank Product Provider, to secure payment and performance of the Obligations, a continuing security interest in and Lien on all of New Guarantor's right, title, and interest in and to the Collateral, as security for the payment and performance of all Obligations.

2. Amendments to Credit Agreement.

2.1 Section 2.4(b) of the Credit Agreement is hereby amended to read in its entirety as follows:

"(b) **Payments by Account Debtors**. Other than during any period described in the next sentence, Borrowers shall deposit all payments from Account Debtors, insurance proceeds, and any other collections into the Collection Account, and, so long as no Event of Default is existing, such funds shall be transferred from the Collection Account to, and be maintained in, any other Deposit Accounts maintained with Lender or that are subject to Control Agreements as directed by Borrowers from time to time. At any time that Liquidity is less than $15,000,000 for five or more consecutive Business

Days (and continuing thereafter until such time as Liquidity is equal to or greater than $15,000,000 for not less than 60 consecutive days) or during the existence of an Event of Default, (i) Borrowers shall instruct all Account Debtors to thereafter make payments directly to the Collection Account (by wire transfer, ACH, or other means as Lender may direct from time to time), (ii) if any Borrower receives a payment of the Proceeds of Collateral directly, such Borrower will promptly deposit the payment or Proceeds into the Collection Account and any funds maintained in any Deposit Account by Borrower shall be promptly transferred to the Collection Account, (iii) until so deposited, such Borrower will hold all such payments and Proceeds in trust for Lender without commingling with other funds or property, and (iv) any collected and immediately available funds received in the Collection Account shall be applied by Lender to the outstanding Obligations (unless Lender is restricted or prohibited from doing so as a matter of law)."

2.2 Section 2.17 of the Credit Agreement is hereby amended by deleting each reference to "Novatel Wireless, Inc." that appears therein and replacing it with "Inseego Corp."

2.3 Section 6.12(j) of the Credit Agreement is hereby amended to read in its entirety as follows:

"(j) **Cash Management**. As of the Tenth Amendment Date, each Loan Party shall have established and shall maintain at Lender all Cash Management Services, including all deposit accounts; provided that any Loan Party may continue to maintain deposit accounts at other banks for purposes of holding foreign currency deposits so long as the aggregate Dollar Equivalent of funds in such other accounts shall not exceed $2,000,000 at any time. Such Cash Management Services maintained by each Loan Party shall be of a type and on terms reasonably satisfactory to Lender."

2.4 The penultimate sentence of Section 6.15(a) of the Credit Agreement is hereby amended by deleting the reference to "Novatel Wireless, Inc." that appears therein and replacing it with "Inseego Corp."

2.5 Section 7.9 of the Credit Agreement is hereby amended by deleting the reference to "Novatel Wireless, Inc." that appears in clause (a) thereof and replacing it with "Inseego Corp.", by amending clause (c) thereof to read in its entirety as set forth below, by deleting the "and" at the end of clause (e) thereof, by replacing the "." at the end of clause (f) thereof with "; and", and adding a new clause (g) to read in its entirety as set forth below:

"(c) Payments to redeem or otherwise acquire existing Stock of Inseego Corp. so long as the any consideration used to make such payments is derived solely from the issuance of new Stock (other than Prohibited Preferred Stock) by Inseego Corp. after the Closing Date;"

"(g) Dividends or distributions to Inseego Corp. for the purpose of permitting Inseego Corp. to make the following payments upon or substantially concurrently with the receipt by Inseego Corp. of such dividends or distributions: the Feeney Merger Payment to the extent permitted under this Agreement, payments permitted by clause (q)

of the definition of Permitted Indebtedness, and/or payments permitted by clause (s) of the definition of Permitted Investments."

2.6 Clause (iv) of Section 7.11(b) of the Credit Agreement is hereby amended to read in its entirety as follows:

"(iv) [Intentionally Omitted],"

2.7 The first sentence of Section 7.9(a) of the Credit Agreement is hereby amended by deleting the reference to "Novatel Wireless, Inc." that appears therein and replacing it with "Inseego Corp."

2.8 Section 12 of the Credit Agreement is hereby amended by deleting each reference to "Novatel Wireless, Inc." that appears therein and replacing it with "Inseego Corp."

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

"Contribution Documents" means that certain Contribution Agreement, dated as of November 8, 2016, by and among Novatel Wireless, Inc. and Inseego Corp., and all other documents related thereto and executed in connection therewith."

"Inseego Corp." means Inseego Corp., a Delaware corporation."

"Tenth Amendment Date" means November 8, 2016."

"Vanilla Merger Documents" means that certain Agreement and Plan of Merger, dated as of November 7, 2016, by and among Novatel Wireless, Inc., New Guarantor, and Vanilla Merger Sub, Inc., and all other documents related thereto and executed in connection therewith."

2.10 The definition of "Change of Control" set forth in Schedule 1.1 to the Credit Agreement is hereby amended by deleting the reference to each of "Novatel Wireless, Inc." and "a Borrower" that appear therein and replacing such references in each case with "Inseego Corp."

2.11 The definition of "Convertible Note Documents" set forth in Schedule 1.1 to the Credit Agreement is hereby amended to read in its entirety as follows:

""Convertible Note Documents" means the Convertible Notes, the Indenture dated on or about June 10, 2015 between Novatel Wireless, Inc. and Wilmington Trust, National Association, as trustee, and all other documents related thereto and executed in connection therewith, as such may after the Tenth Amendment Date be assigned to or exchanged for Convertible Notes of Inseego Corp. in substantially the same form."

2.12 The definition of "Convertible Notes" set forth in Schedule 1.1 to the Credit Agreement is hereby amended to read in its entirety as follows:

""Convertible Notes" means Novatel Wireless, Inc.'s 5.50% Convertible Senior Notes Due 2020 as described in the Private Placement Memorandum, as such may after the Tenth Amendment Date be assigned to or exchanged for substantially similar Notes of Inseego Corp."

2.13 The definition of "EBITDA" set forth in Schedule 1.1 to the Credit Agreement is hereby amended by deleting the reference to each of "Borrowers' and their Subsidiaries" and "Novatel Wireless, Inc." that appears therein and replacing such reference in each case with "Inseego Corp." and deleting the reference to "from DigiCore" that appears therein and replacing such reference with "from, directly or indirectly, DigiCore".

2.14 The definition of "Feeney Merger Amendment" set forth in Schedule 1.1 to the Credit Agreement is hereby amended to read in its entirety as follows:

""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 Amendment No. 1 to Escrow Agreement, dated as of January 5, 2016, by and between Novatel Wireless, Inc., Ethan Ralston, in his capacity as Stockholders' Representative, and Wilmington Trust, N.A., as escrow agent, as the same may be assigned to and/or assumed by Inseego Corp."

2.15 The definition of "Feeney Merger Documents" set forth in Schedule 1.1 to the Credit Agreement is hereby amended to read in its entirety as follows:

""Feeney Merger Documents" means that certain 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, as the shareholder representative, and all other documents related thereto and executed in connection therewith, as the same may be assigned to and/or assumed by Inseego Corp."

2.16 The definition of "Feeney Merger Payment" set forth in Schedule 1.1 to the Credit Agreement is hereby amended to read in its entirety as follows:

""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, as the same may be assigned to and/or assumed by Inseego Corp."

2.17 The definition of "Interest Expense" set forth in Schedule 1.1 to the Credit Agreement is hereby amended by deleting the reference to "Novatel Wireless, Inc." that appear therein and replacing such reference with "Inseego Corp."

2.18 Clause (j) of the definition of "Permitted Acquisition" set forth in Schedule 1.1 to the Credit Agreement is hereby amended to read in its entirety as follows:

"(j) the purchase consideration payable in respect of Permitted Acquisitions (including deferred payment obligations) individually or in the aggregate, during any twelve-month period, shall not exceed $15,000,000; provided that such limit shall be $25,000,000 so long as the portion of the purchase consideration that is paid from a source other than the proceeds of Stock issued after the Closing Date but before the Tenth Amendment Date by Novatel Wireless, Inc. or after the Tenth Amendment Date by Inseego Corp. (in each case, in connection with Permitted Acquisitions) does not exceed $15,000,000."

2.19 Clause (q) of the definition of "Permitted Indebtedness" set forth in Schedule 1.1 to the Credit Agreement is hereby amended by deleting the references to "Novatel Wireless, Inc." that appear therein and replacing such references with "Novatel Wireless, Inc., or Inseego Corp., as the case may be".

2.20 The definition of "Permitted Intercompany Advances" set forth in Schedule 1.1 to the Credit Agreement is hereby amended to read in its entirety as follows:

""Permitted Intercompany Advances" means loans made by (a) a Loan Party to another Loan Party (provided that the aggregate outstanding balance of loans made by (x) the Borrowers to the Loan Parties that are not Borrowers (other than Inseego Corp. for the purpose of permitting Inseego Corp. to make the following payments upon or substantially concurrently with the receipt by Inseego Corp. of such loans: the Feeney Merger Payment to the extent permitted under this Agreement, payments permitted by clause (q) of the definition of Permitted Indebtedness, and/or payments permitted by clause (s) of the definition of Permitted Investments) shall not at any time exceed the sum of (A) $500,000 less (B) the outstanding aggregate amount of Investments described in clause (l) of the definition of Permitted Investments, and (y) any Loan Party to any Loan Party that is not organized under one of the States of the United States shall not exceed $250,000; provided that the foregoing limitations shall not restrict the amount of loans made by Borrowers to non-Borrowers that are funded with the proceeds of the issuance of Stock of Novatel Wireless, Inc. after the Closing Date but before the Tenth Amendment Date or of Inseego Corp. after the Tenth Amendment Date for the purpose of consummating, but only to the extent necessary to consummate, a Permitted Acquisition), (b) a Subsidiary of a Loan Party which is not a Loan Party to another Subsidiary of a Loan Party which is not a Loan Party, and (c) a Subsidiary of a Loan Party which is not a Loan Party to a Loan Party, so long as the parties thereto are party to an Intercompany Subordination Agreement."

2.21 The definition of "Permitted Investments" set forth in Schedule 1.1 to the Credit Agreement is hereby amended by amending clause (l) thereof to read in its entirety as set forth below, and by deleting the references to "Novatel Wireless, Inc." that appear in clause (s) thereof and replacing such references with "Novatel Wireless, Inc., or, after the Tenth Amendment Date, Inseego Corp.":

"(l) Investments in the form of capital contributions and the acquisition of Stock made by any Loan Party in any other Loan Party (other than capital contributions to or the acquisition of Stock of a Borrower by a Guarantor other than Inseego Corp.);

provided that outstanding Investments made by Borrowers in any Loan Parties that are not Borrowers shall not at any time exceed the sum of (A) $500,000 less (B) the outstanding aggregate amount of outstanding loans described under subclause (x) of clause (a) of the definition of Permitted Intercompany Advances; provided that the foregoing limitations shall not restrict the amount of Investments made by Borrowers in non-Borrowers that are funded with the proceeds of the issuance of Stock of Novatel Wireless, Inc. after the Closing Date but before the Tenth Amendment Date or of Inseego Corp. after the Tenth Amendment Date for the purpose of consummating, but only to the extent necessary to consummate, a Permitted Acquisition;"

2.22 The definition of "Subsidiary" set forth in Schedule 1.1 to the Credit Agreement is hereby amended by deleting the reference to "Novatel" that appears therein and replacing such reference with "Novatel Wireless, Inc., or Inseego Corp., as the case may be"."

2.23 Schedule 6.1 to the Credit Agreement is hereby amended by deleting the references to "the Borrowers and their respective Subsidiaries" that appear therein and replacing such references with "Inseego Corp. and its Subsidiaries".

2.24 Exhibit A to the Credit Agreement is hereby replaced in its entirety with Annex C attached to this Amendment.

2.25 Exhibit D to the Credit Agreement is hereby amended as follows:

(a) All references to "the Second Amendment Date" set forth therein shall be replaced with "the Tenth Amendment Date".

(b) Section 5.1(d) is hereby amended be deleting each reference to "Novatel Wireless, Inc." that appears therein and replacing it with "Inseego Corp."

(c) The following new Section 5.33 is hereby added to the end of Exhibit D:

"5.33 **Vanilla Merger Documents and Contribution Documents**. As of the Tenth Amendment Date, Inseego Corp. has delivered to Lender a complete and correct copy of the Vanilla Merger Documents and Contribution Documents, including all schedules and exhibits thereto. The execution, delivery and performance of each of the Vanilla Merger Documents and Contribution Documents has been duly authorized by all necessary action on the part of each party thereto. Each Vanilla Merger Document and Contribution Document is the legal, valid and binding obligation of each party thereto, enforceable against each such party in accordance with its terms, in each case except (i) as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting generally the enforcement of creditors' rights and (ii) the availability of the remedy of specific performance or injunctive or other equitable relief is subject to the discretion of the court before which any proceeding therefor may be brought. No party to any Vanilla Merger Document or Contribution Document is in default in the performance or compliance with any material provisions thereof. As of the Tenth Amendment Date, all representations and warranties made by each party in the Vanilla Merger Documents and Contribution Documents and in any certificates delivered in connection therewith were true and correct in all material

respects. None of the representations or warranties of any other Person in the Vanilla Merger Documents or Contribution Documents contain any untrue statement of a material fact or omit any fact necessary to make the statements therein not misleading, in any case that could reasonably be expected to result in a Material Adverse Change. On the Tenth Amendment Date, the transactions contemplated by the Vanilla Merger Documents and Contribution Documents have been or will be consummated in all material respects, in accordance with all applicable laws. As of the Tenth Amendment Date, all requisite approvals by Governmental Authorities having jurisdiction over each party thereto with respect to such transactions have been obtained (including filings or approvals required under the Hart-Scott-Rodino Antitrust Improvements Act, if applicable), except for any approval the failure to obtain would not reasonably be expected to result in a Material Adverse Change."

2.26 Exhibit E to the Credit Agreement is hereby replaced in its entirety with Annex D attached to this Amendment.

3. Consents. Upon satisfaction of the conditions precedent set forth in Section 5 of this Amendment (other than the filing of the Merger in the State of Delaware) and notwithstanding any restrictions in the Credit Agreement, Lender hereby consents to (i) the Merger, which shall be deemed to constitute a "Permitted Acquisition" under the Credit Agreement, (ii) the Change of Control resulting from the Merger, (iii) the Contribution and (iv) the change in the organizational documents of Novatel Wireless, Inc. as attached to the Secretary's Certificate of such Borrower delivered to the Lender on the date hereof. In addition, notwithstanding the requirement in each Patent and Trademark Security Agreement that the applicable Loan Party provide written notice to Lender of intellectual property not listed therein within 30 days after the end of each fiscal quarter of such Loan Party, Lender hereby agrees that the amendment to Exhibit E to the Credit Agreement pursuant to Annex D attached to this Amendment shall constitute timely notice with respect to any such intellectual property of Novatel and Feeney Wireless listed in such Exhibit E. From and after the date of this Amendment, each of Novatel and Feeney Wireless shall timely deliver any such notice as required pursuant to the applicable Patent and Trademark Security Agreement.

4. Amendment Fee. Intentionally Omitted.

5. Effectiveness of this Amendment. This Amendment (other than the consents set forth in Section 3 above which shall be effective on the date hereof) shall be effective upon Lender's receipt of the following items, in form and content acceptable to the Lender:

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

5.2 The Continuing Guaranty duly executed by New Guarantor;

5.3 A Pledged Interests Addendum duly executed by New Guarantor;

5.4 A Patent and Trademark Security Agreement duly executed by New Guarantor;

5.5 A First Amendment to Patent and Trademark Security Agreement duly executed by Novatel and a First Amendment to Patent and Trademark Security Agreement duly executed by Feeney Wireless;

5.6 Current searches of New Guarantor showing that no Liens have been filed and remain in effect against such Person other than Permitted Liens;

5.7 A perfected first priority security interest in the assets of New Guarantor (subject to Permitted Liens);

5.8 Such forms and verifications as Lender may need to comply with the U.S.A. Patriot Act and any other regulatory or internal policies applicable to or mandated by Lender;

5.9 An opinion of counsel to the New Guarantor;

5.10 The Merger shall have been consummated in accordance with the terms of the Vanilla Merger Documents, the forms of which shall have been approved by Lender, and no terms or conditions of the Vanilla Merger Documents (other than any immaterial terms or conditions) shall have been waived without the consent of Lender;

5.11 A certificate from the Secretary or Assistant Secretary of each Loan Party and New Guarantor (i) attesting to the Governing Documents of such Loan Party and New Guarantor, as applicable, (ii) attesting to the resolutions of the Board of such Loan Party and New Guarantor, as applicable, authorizing its execution, delivery, and performance of this Amendment and the other Loan Documents to which such Loan Party and New Guarantor, as applicable, is a party, (iii) authorizing specific officers of such Loan Party and New Guarantor, as applicable, to execute the same, and (iv) attesting to the incumbency and signatures of such specific officers of such Loan Party and New Guarantor, as applicable;

5.12 Certificates of status with respect to New Guarantor issued by (i) the appropriate officer of the jurisdiction of organization of such Person and (ii) the appropriate officer of the jurisdictions (other than the jurisdiction of organization of New Guarantor) in which the failure to be duly qualified or licensed would constitute a Material Adverse Change, which certificates shall indicate that such Person is in good standing in such jurisdiction;

5.13 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

5.14 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.

6. Post-Amendment Covenants. The obligations of Lender to continue to make Advances (or otherwise extend credit hereunder) is subject to the satisfaction of the following covenants, and the failure by Borrowers to so perform or cause to be performed the following as and when required, unless extended or otherwise waived in writing by Lender (in Lender's sole discretion), shall constitute an Event of Default:

6.1 Within 90 days after the date of this Amendment, Borrowers shall provide to Lender a Cession and Pledge in Security, duly executed by New Guarantor, pledging 65% of the total outstanding voting Stock of DigiCore Holdings Limited, in form and substance reasonably satisfactory to Lender, stock certificates and stock powers or their equivalents evidencing such pledge, and such other documentation, including an opinion of counsel reasonably satisfactory to Lender, which in its opinion is appropriate with respect to such pledge;

6.2 Within 30 days after the date of this Amendment, Borrowers shall provide to Lender Cash Management Documents and a Control Agreement duly executed by New Guarantor, which shall be in form and substance reasonably satisfactory to Lender;

6.3 Within 30 days after the date of this Amendment, Borrowers shall provide to Lender certificates of insurance and endorsements relating to New Guarantor, which shall be in form and substance reasonably satisfactory to Lender; and

6.4 Within 5 days after the date of this Amendment, stock certificates and stock powers or their equivalents evidencing the pledge by New Guarantor of the equity interests in Novatel, RER Enterprises and Novatel Wireless Solutions, Inc.

7. Representations and Warranties. The Loan Parties and New Guarantor each represent and warrant as follows:

7.1 Authority. The Loan Parties and New Guarantor each 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 and New Guarantor 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.

7.2 Enforceability. This Amendment has been duly executed and delivered by the Loan Parties and New Guarantor. This Amendment and each Loan Document (as amended or modified hereby) is the legal, valid and binding obligation of each Loan Party and New Guarantor, enforceable against each Loan Party and New Guarantor 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.

7.3 Representations and Warranties. Subject to the effectiveness of this Amendment and Exhibit E attached hereto, 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.

7.4 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 and New Guarantor, 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 or New Guarantor except to the extent that any such contravention could not individually or in the aggregate reasonably be expected to cause a Material Adverse Change.

7.5 No Default. Upon the effectiveness of this Amendment and the consents set forth in Section 3, no event has occurred and is continuing that constitutes a Default or an Event of Default.

8. 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.

9. Release. Each of the Loan Parties and New Guarantor 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 the Loan Parties and New Guarantor 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 Loan Parties and New Guarantor 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 the Loan Parties and New Guarantor 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.

10. 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.

11. 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*.

12. 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.

13. Reference to and Effect on the Loan Documents.

13.1 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.

13.2 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 Loan Parties and New Guarantor 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.

13.3 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.

13.4 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.

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

14. Ratification. The Loan Parties and New Guarantor each 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.

15. 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 and New Guarantor each hereby acknowledges and agrees that, as of the date hereof, there exists no right of offset, defense, counterclaim or objection in favor of the Loan Parties or New Guarantor as against the Lender or any Bank Product Provider with respect to the Obligations.

16. 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.

17. 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: Executive Vice President, Chief Financial Officer and Assistant Secretary

GUARANTORS:

R.E.R. ENTERPRISES, INC.

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

FEENEY WIRELESS IC-DISC, INC.

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

NEW GUARANTOR:

INSEEGO CORP.

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

LENDER:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: /s/ Robin Van Meter
Name: Robin Van Meter
Title: Authorized Signatory

9645 Scranton Road, Suite 205
San Diego, California 92121

November 8, 2016

NOVATEL WIRELESS COMPLETES INTERNAL REORGANIZATION

Dear Former Stockholder of Novatel Wireless, Inc.:

As previously announced, on November 8, 2016, in order to facilitate the proposed sale of our mobile broadband business, including our MiFi branded hotspots and USB modem product lines (the "**MiFi Business**"), Novatel Wireless, Inc. ("**NWI**"), Inseego Corp. ("**Inseego**") and their affiliates completed an internal reorganization (the "**Reorganization**"). The purpose and effect of the Reorganization was to separate NWI's assets and liabilities associated with the MiFi Business from the assets and liabilities associated with its Ctrack fleet and vehicle telematics solutions, stolen vehicle recovery, telemetry and connectivity solutions businesses (the "**Retained Business**"). The Reorganization was accomplished in three steps, which are set forth in more detail below.

In connection with the Reorganization, (i) NWI contributed the Retained Business, which includes its equity interests in certain subsidiaries, including DigiCore Holdings Ltd, R.E.R. Enterprises, Inc., Novatel Wireless Solutions, Inc. and each of their direct and indirect subsidiaries (the "**Retained Subsidiaries**") to Inseego; and (ii) Vanilla Merger Sub, Inc., a newly formed Delaware corporation and direct, wholly-owned subsidiary of Inseego and indirect, wholly-owned subsidiary of NWI formed solely for the purpose of effecting the Reorganization, merged with and into NWI, with NWI surviving as a direct, wholly-owned subsidiary of Inseego (the "**Merger**"). The Merger was conducted pursuant to Section 251(g) of the Delaware General Corporation Law, which provides for the formation of a holding company without a vote of the stockholders of the constituent corporations.

When the Merger was completed, each share of NWI common stock issued and outstanding was automatically converted into an equivalent corresponding share of Inseego common stock, having the same designations, rights, powers and preferences and the qualifications, limitations and restrictions as the corresponding share of NWI common stock that was converted. Accordingly, at the effective time of the Merger, you, as a former NWI stockholder as of immediately prior to the effective time of the Merger, became a stockholder of Inseego. The conversion of NWI common stock into Inseego common stock occurred automatically without an exchange of stock certificates. Any shares of NWI common stock you hold now represent shares of Inseego common stock. Your stock certificates previously representing outstanding shares of NWI common stock as of immediately prior to the effective time of the Merger now represent the same number of outstanding shares of Inseego common stock after the Merger. Following the effective time of the Merger, shares of Inseego common stock continued to trade on The NASDAQ Global Select Market, however the trading symbol for Inseego common stock is now "INSG".

Upon completion of the Merger, Sue Swenson, Philip Falcone, Robert Pons, James Ledwith and David A. Werner, each of whom were directors of NWI immediately prior to the Merger, became the directors of Inseego. In addition, upon completion of the Merger, Ms. Swenson became the President and Chief Executive Officer of Inseego, Michael Newman became the Executive Vice President and Chief Financial Officer of Inseego, Lance Bridges became the Senior Vice President, General Counsel and Secretary of Inseego and Stephen Sek became the Senior Vice President and Chief Technology Officer of Inseego.

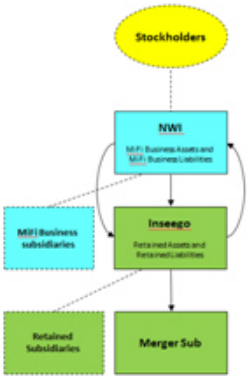
The steps of the Reorganization were as follows:

Step 1: Formation of Inseego and Merger Subsidiary

NWI formed Inseego, a Delaware corporation and wholly-owned direct subsidiary of NWI. Inseego then formed Vanilla Merger Sub, Inc., which was a Delaware corporation and direct, wholly-owned subsidiary of Inseego ("Merger Sub"). Merger Sub was formed solely for the purpose of effecting the Reorganization.

Step 2: Contribution of Assets and Liabilities to Inseego

NWI contributed to Inseego all of its assets and liabilities relating to the Retained Business in exchange for shares of Inseego, leaving NWI owning all assets and substantially all post-sale liabilities related to the MiFi Business. In addition, NWI contributed all of the outstanding equity interests in the Retained Subsidiaries (i.e., Digicore Holdings, Ltd, R.E.R. Enterprises, Inc., Novatel Wireless Solutions, Inc. and their direct and indirect subsidiaries) that were held by NWI to Inseego. Following the contribution, NWI holds the MiFi Business (including the equity interests in Enfora, Inc. and Novatel Wireless Technologies, Ltd.) and Inseego holds the Retained Business (including the Retained Subsidiaries).



Step 3: The Merger

Merger Sub merged with and into NWI, with NWI surviving the Merger as a direct, wholly-owned subsidiary of Inseego.

Post- Reorganization

The end result of the Reorganization is that Inseego owns all of the assets and liabilities used exclusively in the Retained Businesses and all outstanding shares of common stock of NWI, which owns all assets and substantially all post-sale liabilities related to the MiFi Business.

On behalf of your board of directors, we thank you for your continued support.

Very truly yours,

/s/ Sue Swenson
Sue Swenson
Chief Executive Officer

inseego

Inseego Corp. (INSG) to begin trading on Nasdaq on November 9, 2016

Stockholders of MIFI become stockholders of the new holding company, INSG

SAN DIEGO—November 9, 2016 (BusinessWire) --- Inseego Corp. (successor issuer to Novatel Wireless, Inc.) (Nasdaq:INSG), a leading global provider of solutions for the Internet of Things (IoT), including software-as-a-service (SaaS), today announced that Inseego Corp. will replace Novatel Wireless, Inc. as the publicly held corporation, effective November 9, 2016. The shares of Inseego Corp. will trade on the NASDAQ Global Select Market under the ticker symbol "INSG" at the beginning of trading on November 9, 2016.

The former stockholders of Novatel Wireless, Inc. (Nasdaq:MIFI), will become stockholders of the new holding company, Inseego Corp., on a one-for-one basis, automatically holding the same number of shares in Inseego Corp. as they held in Novatel Wireless, Inc. immediately prior to the reorganization.

For more information on the new holding company, visit http://www.inseego.com/ and read the Company's Form 8-K, which will be filed on or about November 9, 2016 with the Securities Exchange Commission.

About Inseego Corp.

Inseego Corp. (Nasdaq: INSG) is a leading global provider of software-as-a-service (SaaS) and solutions for the Internet of Things (IoT). The Company sells its telematics solutions under the Ctrack brand, including its fleet management, asset tracking and monitoring, stolen vehicle recovery, and usage-based insurance platforms. Inseego Corp. also sells business connectivity solutions and device management services through Novatel Wireless, Inc. and Feeney Wireless (FW). Inseego Corp. has over 30 years of experience providing customers with secure and insightful solutions and analytics, with approximately 590,000 global subscribers, including 182,000 fleet management subscribers. The Company is headquartered in San Diego, California. www.inseego.com Twitter @inseego

Cautionary Note Regarding Forward-Looking Statements

Certain statements in this press release may constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements relate to a variety of matters, including, without limitation, statements related to the Company's creation of a new holding company structure and other statements that are not purely statements of historical fact. These forward-looking statements are made on the basis of the current beliefs, expectations and assumptions of the management of Inseego Corp. and are subject to significant risks and uncertainty. Investors are cautioned not to place undue reliance on any such forward-looking statements. All such forward-looking statements speak only as of the date they are made, and Inseego Corp. undertakes no obligation to update or revise these statements, whether as a result of new information, future events or otherwise. These forward-looking statements also involve many risks and uncertainties that may cause actual results to differ materially from what may be expressed or implied in these forward-looking statements. These factors include risks relating to technological changes, new product introductions, continued acceptance of Inseego Corp.'s products and dependence on intellectual property rights, changes in foreign currency exchange rates, and extended sales cycles. For a further discussion of risks and uncertainties that could cause actual results to differ from those expressed in these forward-looking statements, as well as risks relating to the business of Inseego Corp. in general, see the risk disclosures in the Annual Report on Form 10-K of Novatel Wireless, Inc. for the year ended December 31, 2015, and in other subsequent filings made with the SEC by Novatel Wireless, Inc. and Inseego Corp. (available at www.sec.gov).

Additional Information and Where to Find It

Following the planned reorganization, the stockholders of Inseego Corp. will be asked to approve the sale of the Company's mobile broadband business to TCL. In order to solicit this approval, Inseego Corp. will file documents with the SEC, including a definitive proxy statement relating to the proposed sale. The definitive proxy statement will also be mailed to Inseego Corp.'s stockholders in connection with the proposed sale. Investors and security holders are urged to read these documents when they become available because they will contain important information about Inseego Corp., the mobile broadband business and the proposed sale. Investors and security holders may obtain free copies of these documents and other related documents when they are filed with the SEC at the SEC's web site at www.sec.gov or by directing a request to Inseego Corp., 9645 Scranton Road, Suite 205, San Diego, California 92121, Attention: Stockholder Services.

Inseego Corp. and its directors and executive officers may be deemed participants in the solicitation of proxies from the stockholders of Inseego Corp. in connection with the proposed sale. Information regarding the interests of these directors and executive officers in the proposed transaction will be included in the definitive proxy statement when it is filed with the SEC. Additional information regarding the directors and executive officers of Inseego Corp. is also included in Novatel Wireless, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2015, which was filed with the SEC on March 15, 2016 and the definitive proxy statement relating to Novatel Wireless, Inc.'s 2016 Annual Meeting of Stockholders, which was filed with the SEC on April 29, 2016. These documents are available free of charge at the SEC's web site at www.sec.gov and from Stockholder Services at Inseego Corp., as described above.

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Media Relations Contact:

Anette Gaven
(858) 431-3709
agaven@nvtl.com

Investor Relations Contact:

Michael Sklansky
(858) 431-0792
msklansky@nvtl.com

Source: Inseego Corp.