

**GPS AND LIMITED DATA BUS PATENT LICENSE AGREEMENT
BETWEEN OMEGA PATENTS AND NUMEREX**

THIS AGREEMENT is made as of this 1ST of February, 2011, by and between OMEGA PATENTS LLC, a limited liability corporation of Georgia, with offices at 5326 Presley Place, Douglasville, GA 30135 ("LICENSOR"), and Numerex Corp., and its affiliates listed in Schedule 1, a corporation of Pennsylvania, with offices at 1600 Parkwood Circle, Suite 500, Atlanta, GA 30339 and Numerex Solutions, LLC a Georgia limited liability corporation, with offices at 1600 Parkwood Circle, Suite 500, Atlanta, GA 30339 (collectively, "LICENSEE") (LICENSOR and LICENSEE are referred to collectively as the "PARTIES").

WITNESSETH:

WHEREAS, LICENSOR is the sole and exclusive owner of those patents identified more fully in the attached Schedule A as applied to vehicle remote system controls (collectively, the "Licensed Patents");

WHEREAS, LICENSOR has agreed to grant LICENSEE a release and a nonexclusive and nontransferable license under the Patents for use in the development and sale of the types of products identified in the attached Schedule B as updated from time to time (the "Licensed Products");

WHEREAS on September 2, 2010, LICENSOR filed a Complaint against LICENSEE in the United States District Court for the Northern District of Georgia, Civil Action No. 10-cv-02772-RWS ("Civil Action"), alleging that LICENSEE has infringed U.S. Patent Nos. 6,606,561, 6,737,989, and 7,149,623 ("Patents-in-Suit"); and

WHEREAS, LICENSOR has the power and authority to grant to LICENSEE such license.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. LICENSE/RELEASE

A. LICENSOR hereby grants to LICENSEE, upon and subject to all the terms and conditions of this Agreement, a nonexclusive license under the patents domestic or foreign, and all divisions, continuations and continuations-in-part of any patent applications, and all patents which may issue from any patent applications, and all reissues, reexaminations and extensions of the patents to make, use, have made, and sell the systems and methods embodying the invention(s) described in the Licensed Patents in the Licensed Territory, as set forth in the attached Schedule A for the Term specified in Section 2, below. Schedule A may be updated from time-to-time at LICENSOR's

6:13-01950
Omega v.
Calamp

Exhibit
PL 99

Attorneys' Eyes Only

ATTORNEYS EYES ONLY

Geotab Exhibit 1090
Geotab v. Omega

OMEGA_ENF06055
OMEGA_CAL000181

OMEGA EXHIBIT 2028

discretion, without requiring an additional lump sum payment, and without increasing the Royalty Rates specified in Schedule B.

B. As used in the Agreement, the Licensed Patents shall mean and include those patents identified more fully in the attached Schedule A.

C. The license granted herein is subject to a reserved, nonexclusive, right of LICENSOR to make, use, and sell the systems and methods embodying the invention(s) of the Licensed Patents.

D. LICENSEE may not grant sublicenses under this agreement without prior express written consent of LICENSOR. It is anticipated that LICENSEE will seek sublicenses for one or more suppliers of vehicle tracking equipment to be used with LICENSEE's backend equipment.

E. LICENSOR releases LICENSEE from all claims, demands, and rights of action which LICENSOR may have on account of any infringement or alleged infringement of any of the Licensed Patents by the manufacture, use, lease, sale, or other disposition of the Licensed Products which, prior to the effective date of this agreement, were manufactured, used, sold, or otherwise disposed of by LICENSEE.

F. Within FIVE (5) business days of the effective date of this Agreement, LICENSEE shall move to enter a dismissal of the Civil Action with prejudice by filing a motion for dismissal. The Parties agree to each bear their own costs, including attorneys' fees, incurred in connection with the Civil Action and in fulfilling these responsibilities under this Agreement.

G. LICENSOR, covenants not to sue LICENSEE from or on any of the following claims or causes of action that existed prior to or as of the effective date of this Agreement: (a) any claims asserted in the Civil Action; (b) any claims based on or relating to infringement of any of the Licensed Patents or any other patents owned by LICENSOR; (c) any claim of patent infringement relating to the Licensed Products or any other of LICENSEE's products, and any of LICENSEE's products accused of infringement in the Civil Action or that could have been accused in the Civil Action, based on any Licensed Patent; and (d) any claims or causes of action that LICENSOR may have had against LICENSEE based on any patent or patent application owned by LICENSOR.

2. TERM

A. This Agreement shall be effective as of the date of execution by the Parties and shall extend through the last to expire patent of the Licensed Patents, except such term shall not be extended to any subsequently added patent to the LICENSED PATENTS based upon inventorship by an employee or agent of LICENSEE pursuant to Section 5C.




Attorneys' Eyes Only

ATTORNEYS EYES ONLY

OMEGA_ENF06056
OMEGA_CAL000182

OMEGA EXHIBIT 2028

3. COMPENSATION

A. In consideration for the licenses and releases granted hereunder, LICENSEE agrees to pay to LICENSOR the initial payment (the "Initial Payment") and royalty recited in Schedule B (the "Royalty") based upon the sales of Licensed Products also defined in Schedule B. The Royalty obligation shall apply to all Licensed Products manufactured or sold by LICENSEE during the Term of this Agreement.

B. It is understood and agreed that only one royalty shall be paid hereunder as to Licensed Product whether or not it is covered by more than one (1) claim of a patent, by the claims of more than one (1) patent, or by the claims of patents of more than one (1) country.

C. For each Quarter Royalty Period, LICENSEE shall provide LICENSOR with a written royalty statement in a form substantially identical to that set forth in Schedule C. Such royalty statement shall be certified as accurate by a duly authorized officer of LICENSEE reciting, on a country-by-country basis, the stock number, item, units sold, description, quantity shipped and reportable sales for each Licensed Product. Such statements shall be furnished to LICENSOR regardless of whether any Licensed Products were sold during the Royalty Period or whether any actual Royalty was owed.

D. No costs incurred in the manufacturing, selling, advertising, and distribution of the Licensed Products shall be deducted from Royalties, nor shall any deduction be allowed for any uncollectible accounts or allowances.

E. A Royalty obligation shall accrue upon the sale of the Licensed Products regardless of the time of collection by LICENSEE. A Licensed Product shall be considered "sold" when such Licensed Product is billed, invoiced, shipped, or paid for, whichever occurs first. Licensed Products, for which a Royalty has already been paid, that are returned for refund or credit in the normal course of business may be deducted from amounts otherwise sold.

F. The receipt or acceptance by LICENSOR of any royalty statement or payment shall not prevent LICENSOR from subsequently challenging the validity or accuracy of such statement or payment if raised within ONE (1) year of the receipt or acceptance of such statement or payment.

G. All payments due LICENSOR shall be made in United States currency by check drawn on a U.S. bank, unless otherwise specified by LICENSOR.

H. In the event that currency regulations of a country in which sales are made prohibit the deposit or payment of royalties to LICENSOR or its nominee, no royalty payment shall accrue or be due and payable by LICENSEE with respect to such sales for so long as such restrictions prevail.




I. Late payments shall incur interest at the rate of ONE Percent (1%) per month from the date such payments were originally due.

J. If LICENSOR shall grant to any other manufacturer or seller of Licensed Products of comparable sales volume, payment terms and distribution channels of LICENSEE, other than a company in which LICENSOR has a substantial interest, direct or indirect, a license which is under any patent licensed in this agreement and which will permit such manufacturer or seller to manufacture or sell for any use within the scope of the license granted in this agreement at royalty rates which are lower than those provided in this agreement, then LICENSOR will promptly notify LICENSEE of such license, and extend to LICENSEE the lower royalty rates effective as of the date or dates on which they became effective. Such extension of lower royalty rates shall only be effective, however, if LICENSEE shall, within sixty (60) days of receipt of the notice, advise LICENSOR that it accepts all terms of the noticed license which are more favorable to LICENSOR than corresponding terms of this agreement and which are brought to the attention of the LICENSEE in the notice. A license issued by LICENSOR to a vehicle manufacture or its tier supplier for vehicle tracking products installed in a vehicle before a consumer takes possession of the vehicle, or replacement or dealer network vehicle upgrades of a like kind product is not considered comparable.

4. RECORD INSPECTION AND AUDIT

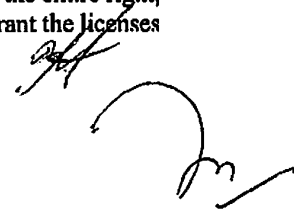
A. LICENSOR shall have the right, upon reasonable notice, to have its assigned auditor inspect the books and records (and all other documents and material in possession or control with respect to the subject matter of this Agreement) of LICENSEE or of any business owned or controlled by LICENSEE. The auditor shall have free and full access thereto for such purposes and may make copies thereof. LICENSEE shall impose similar obligations on its sublicensees for the benefit of itself and of LICENSOR. The maximum number of audits in a given year will be one, unless a prior audit reveals a royalty shortfall of at least THREE PERCENT (3%).

B. In the event that such inspection reveals an underpayment by LICENSEE of the actual Royalty owed LICENSOR, LICENSEE shall pay the difference, plus interest calculated at the rate of ONE PERCENT (1%) per month. If such underpayment is in excess of THREE PERCENT (3%) for any Royalty Period, LICENSEE shall also reimburse LICENSOR for the cost of such inspection.

C. All books and records relative to LICENSEE's obligations hereunder shall be maintained and made accessible to LICENSOR for inspection at a location in the United States for at least ONE (1) year after termination of this Agreement.

5. WARRANTIES AND OBLIGATIONS

A. LICENSOR represents and warrants that it is the owner of the entire right, title, and interest in and to the Patents; that it has the right and power to grant the licenses



granted herein; that there are no other agreements with any other party in conflict with such grant.

B. LICENSEE shall be solely responsible for the manufacture, production, sale, and distribution of the Licensed Products and will bear all costs associated therewith.

C. All data bus related improvements made by the LICENSEE relating to the Licensed Products during the term of this agreement shall be promptly disclosed to LICENSOR and shall thereafter become the property of LICENSOR. LICENSEE hereby agrees to execute any and all documents necessary to perfect LICENSOR's rights in such improvements.

D. LICENSEE agrees to notify LICENSOR of any potential infringement of the Licensed Patents by third parties, and LICENSOR may defend the Licensed Patents against infringement by third parties. Any lawsuit shall be prosecuted solely at the expense and discretion of LICENSOR and all sums recovered shall be retained by LICENSOR. LICENSEE agrees to fully cooperate with LICENSOR in the prosecution of any such suit and LICENSOR agrees to compensate LICENSEE for any such authorized efforts.

E. LICENSOR represents and warrants that to its knowledge the Licensed Patents are valid and enforceable. LICENSOR shall take reasonable steps to maintain the Licensed Patents, including paying maintenance fees with the U.S. Patent and Trademark Office, except that it shall be within LICENSOR's sole discretion whether to abandon and/or maintain one or more of the Licensed Patents. For purposes of clarity, LICENSEE will be relieved of its obligations to pay a Royalty in the event that the LICENSOR fails to maintain at least one of the Licensed Patents with at least one claim covering the Licensed Products.

6. MARKING AND SAMPLES

A. LICENSEE shall, and agrees to require its sublicensees, if any, to fully comply with the patent marking provisions of the intellectual property laws of the applicable countries in the Licensed Territory.

B. At least once during each calendar year, LICENSEE shall submit to LICENSOR ONE (1) sample of each new Licensed Products or equivalent product documentation for assessment and approval. LICENSOR agrees to complete its assessment and approval of same within NINETY (90) business days following receipt of same. LICENSOR agrees to return any such sample after assessment.

C. If changes are made to any approved Licensed Product, such modified Licensed Product shall be re-submitted to LICENSOR for evaluation further to Section 6B. above.



Attorneys' Eyes Only

ATTORNEYS EYES ONLY

OMEGA_ENF06059
OMEGA_CAL000185

OMEGA EXHIBIT 2028

7. TERMINATION

The following termination rights are in addition to the termination rights that may be provided elsewhere in the Agreement:

A. **Immediate Right of Termination.** LICENSOR shall have the right to immediately terminate this Agreement by giving written notice to LICENSEE in the event that LICENSEE files a petition in bankruptcy or is adjudicated a bankrupt or insolvent, or makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or if the LICENSEE discontinues or dissolves its business or if a receiver is appointed for LICENSEE or for LICENSEE's business and such receiver is not discharged within SIXTY (60) days.

B. **Immediate Right of Termination.** LICENSOR shall have the right to immediately terminate this Agreement by giving written notice to LICENSEE in the event that LICENSEE audit reveals a royalty shortfall of greater than FIVE PERCENT (5%).

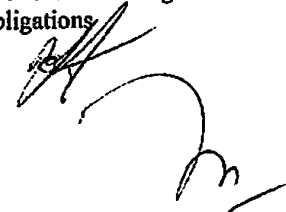
C. In the event of Termination, the LICENSEE shall immediately discontinue further sale of any LICENSED PRODUCTS.

8. CONFIDENTIALITY

A. "Confidential Information" shall mean any confidential technical data, trade secret, know-how or other confidential information disclosed by any party hereunder in writing, orally, or by drawing or other form and which shall be marked by the disclosing party as "Confidential" or "Proprietary." If such information is disclosed orally, or through demonstration, in order to be deemed Confidential Information, it must be specifically designated as being of a confidential nature at the time of disclosure and reduced in writing and delivered to the receiving party within THIRTY (30) days of such disclosure.

B. Notwithstanding the foregoing, Confidential Information shall not include information which: (i) is known to the receiving party at the time of disclosure or becomes known to the receiving party without breach of this Agreement; (ii) is or becomes publicly known through no wrongful act of the receiving party or any subsidiary of the receiving party; (iii) is rightfully received from a third party without restriction on disclosure; (iv) is independently developed by the receiving party or any subsidiary; (v) is furnished to any third party by the disclosing party without restriction on its disclosure; (vi) is approved for release upon a prior written consent of the disclosing party; (vii) is disclosed pursuant to judicial order, requirement of a governmental agency or by operation of law.

C. The receiving party agrees that it will not disclose any Confidential Information to any third party and will not use Confidential Information of the disclosing party for any purpose other than for the performance of the rights and obligations



Attorneys' Eyes Only

ATTORNEYS EYES ONLY

OMEGA_ENF06060
OMEGA_CAL000186

OMEGA EXHIBIT 2028

hereunder during the term of this Agreement and for a period of FIVE (5) years thereafter, without the prior written consent of the disclosing party. The receiving party further agrees that Confidential Information shall remain the sole property of the disclosing party and that it will take all reasonable precautions to prevent any unauthorized disclosure of Confidential Information by its employees. No license shall be granted by the disclosing party to the receiving party with respect to Confidential Information disclosed hereunder unless otherwise expressly provided herein.

D. Upon the request of the disclosing party, the receiving party will promptly return all Confidential Information furnished hereunder and all copies thereof.

E. LICENSEE shall not disclose any of the specific terms of this Agreement to any third party without the prior written consent of the LICENSOR. Notwithstanding the foregoing, any party may disclose information concerning this Agreement as required by the rules, orders, regulations, subpoenas or directives of a court, government or governmental agency, after giving prior notice to the other party.

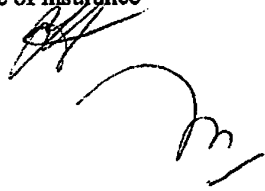
F. If a party breaches any of its obligations with respect to confidentiality and unauthorized use of Confidential Information hereunder, the non-breaching party shall be entitled to equitable relief to protect its interest therein, including but not limited to injunctive relief, as well as money damages notwithstanding anything to the contrary contained herein.

G. Except as otherwise set forth in this Agreement, LICENSEE will make no public statements, press releases or other announcements relating to the terms of or existence of this Agreement without the prior written approval of LICENSOR.

9. INDEMNITY & INSURANCE

A. LICENSEE agrees to defend, indemnify and hold LICENSOR and its officers, directors, agents, and employees, harmless against all costs, expenses, and losses (including reasonable attorney fees and costs) incurred through claims of third parties against LICENSOR based on the manufacture or sale of the Licensed Products including, but not limited to, actions founded on product liability.

B. LICENSEE shall, throughout the Term of the Agreement, obtain and maintain at its own cost and expense from a qualified insurance company having a Moody's rating of B or better, standard Product Liability Insurance naming LICENSOR, and its officers, directors, employees, agents, and shareholders, as an additional insured. Such policy shall provide protection against all claims, demands, and causes of action arising out of any defects or failure to perform, alleged or otherwise, of the Licensed Products or any material used in connection therewith or any use thereof. The amount of coverage shall be as specified in Schedule A attached hereto. The policy shall provide for THIRTY (30) days' notice to LICENSOR from the insurer by registered or certified mail, return receipt requested, in the event of any modification, cancellation, or termination thereof. LICENSEE agrees to furnish LICENSOR a certificate of insurance



Attorneys' Eyes Only

ATTORNEYS EYES ONLY

OMEGA_ENF06061
OMEGA_CAL000187

evidencing same within THIRTY (30) days after execution of this Agreement and, in no event, shall LICENSEE manufacture, distribute, or sell the Licensed Products prior to receipt by LICENSOR of such evidence of insurance.

10. NOTICE AND PAYMENT

A. Any notice required to be given under this Agreement shall be in writing and delivered personally to the other designated party at the above stated address or mailed by certified, registered or Express mail, return receipt requested or by Federal Express.

B. Either party may change the address to which notice or payment is to be sent by written notice to the other under any provision of this paragraph.

11. JURISDICTION/DISPUTES

This Agreement shall be governed in accordance with the laws of the State of Georgia and the United States. All disputes under this Agreement shall be resolved by litigation in the courts of the State of Georgia, including the federal courts, therein and the Parties all consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it.

12. AGREEMENT BINDING ON SUCCESSORS

The provisions of the Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their heirs, administrators, successors and assigns.

13. ASSIGNABILITY

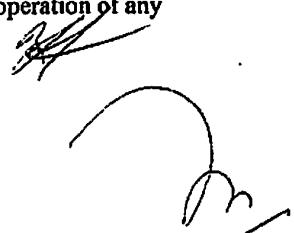
LICENSEE may not assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of LICENSOR, unless such assignment is to a third party who has acquired all or substantially all of the assets of LICENSEE or of LICENSEE's business in the Licensed Products. LICENSOR will not require an additional lump sum payment, and will not increase the Royalty Rates specified in Schedule B for any such third party assignee.

14. WAIVER

No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same of other provisions of this Agreement.

15. SEVERABILITY

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any



Attorneys' Eyes Only

ATTORNEYS EYES ONLY

OMEGA_ENF06062
OMEGA_CAL000188

OMEGA EXHIBIT 2028

other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

16. INTEGRATION

This Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the Parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may conflict with this Agreement.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

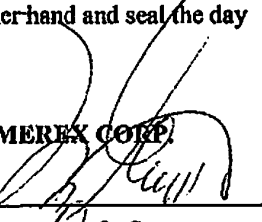
OMEGA PATENTS LLC.

By: 

Title: CEO

Date: 2-1-11

NUMEREX CORP.

By: 

Title: COO

Date: 2-1-11



**SCHEDULE A
TO LICENSE AGREEMENT BETWEEN
OMEGA PATENTS LLC AND NUMEREX CORP.**

1. The Patents:

The licensed Tracking Patents are as follows:

U.S. Letters Patent No. 6,507,786 B2;
U.S. Letters Patent No. 6,509,868 B2;
U.S. Letters Patent No. 6,512,465 B2;
U.S. Letters Patent No. 6,512,466 B2;
U.S. Letters Patent No. 6,522,267 B2;
U.S. Letters Patent No. 6,606,561 B2;
U.S. Letters Patent No. 6,693,563 B2;
U.S. Letters Patent No. 6,703,946 B2;
U.S. Letters Patent No. 6,737,989 B2;
U.S. Letters Patent No. 6,741,187 B2;
U.S. Letters Patent No. 6,744,384 B2;
U.S. Letters Patent No. 6,765,499 B2;
U.S. Letters Patent No. 6,765,500 B2;
U.S. Letters Patent No. 6,771,188 B2;
U.S. Letters Patent No. 6,784,809 B2;
U.S. Letters Patent No. 6,798,355 B2;
U.S. Letters Patent No. 6,798,356 B2;
U.S. Letters Patent No. 6,803,861 B2;
U.S. Letters Patent No. 6,804,605 B2;
U.S. Letters Patent No. 6,809,659 B2;
U.S. Letters Patent No. 6,816,089 B2;
U.S. Letters Patent No. 6,819,269 B2;
U.S. Letters Patent No. 6,844,827 B2;
U.S. Letters Patent No. 6,888,495 B2;
U.S. Letters Patent No. 6,972,667 B2;
U.S. Letters Patent No. 7,031,835 B2;
U.S. Letters Patent No. 7,149,623 B2;
U.S. Letters Patent No. 7,305,293 B2;
U.S. Letters Patent No. 7,312,696 B2;
U.S. Letters Patent No. 7,343,244 B2;
U.S. Letters Patent No. 7,379,730 B2;
U.S. Letters Patent No. 7,502,678 B2;
U.S. Letters Patent No. 7,720,597 B2;
U.S. Letters Patent Published No. 20030163344;
U.S. Letters Patent Published No. 20060276199;
U.S. Letters Patent Published No. 20070015548;



Attorneys' Eyes Only

ATTORNEYS EYES ONLY

OMEGA_ENF06064
OMEGA_CAL000190

OMEGA EXHIBIT 2028

SCHEDULE A (CONTINUED)

The licensed Data Bus Patents are as follows:

U.S. Letters Patent No. 5,719,551;
U.S. Letters Patent No. 6,011,460 B1;
U.S. Letters Patent No. 6,243,004 B1;
U.S. Letters Patent No. 6,275,147 B1;
U.S. Letters Patent No. 6,297,731 B1;
U.S. Letters Patent No. 6,346,876 B1;
U.S. Letters Patent No. 6,392,534 B1;
U.S. Letters Patent No. 6,529,124 B2;
U.S. Letters Patent No. 6,756,885 B1;
U.S. Letters Patent No. 6,771,167 B1;
U.S. Letters Patent No. 6,812,829 B1;
U.S. Letters Patent No. 6,924,750 B1;
U.S. Letters Patent No. 7,010,402 B1;
U.S. Letters Patent No. 7,015,830 B1;
U.S. Letters Patent No. 7,031,826 B1;
U.S. Letters Patent No. 7,046,126 B1;
U.S. Letters Patent No. 7,068,153 B1;
U.S. Letters Patent No. 7,205,679 B1;
U.S. Letters Patent No. 7,224,083 B1;
U.S. Letters Patent No. 7,369,936 B1;
U.S. Letters Patent No. 7,489,233 B1;
U.S. Letters Patent No. 7,501,937 B1;
U.S. Letters Patent No. 7,576,637 B1;
U.S. Letters Patent No. 7,659,810 B1;
U.S. Letters Patent No. 7,659,811 B1;
U.S. Letters Patent No. 7,671,727 B1;
U.S. Patent Application Publication No. 20070279283;
U.S. Patent Application Publication No. 20090212927;
U.S. Patent Application Publication No. 20090212931;
U.S. Patent Application Publication No. 20100023210;
U.S. Patent Application Publication No. 20100019048;
U.S. Patent Application Publication No. 20100019049;
U.S. Patent Application Publication No. 20100019928;
U.S. Patent Application Publication No. 20100019896;
U.S. Patent Application Publication No. 20100019047;
Canadian Patent No. 2,320,248;
Canadian Patent No. 2,414,991;
Canadian Patent No. 2,415,011;
Canadian Patent No. 2,415,023;
Canadian Patent No. 2,415,027;
Canadian Patent No. 2,415,038;



Attorneys' Eyes Only

ATTORNEYS EYES ONLY

OMEGA_ENF06065
OMEGA_CAL000191

OMEGA EXHIBIT 2028

SCHEDULE A (CONTINUED)

Canadian Patent No. 2,415,041;
Canadian Patent No. 2,502,893;
Canadian Application No. 2,451,487;
Canadian Application No. 2,451,490;
Canadian Application No. 2,452,296;
European Patent No. 1,053,128;
European Application No. EP-1500565;
European Application No. EP-1538037; and
European Application No. EP-1538038.

2. Territory

The Territory shall be worldwide.

3. Product Liability Insurance

TWO MILLION Dollars (U.S. \$2,000,000) combined single limit, with a deductible amount not to exceed ONE THOUSAND Dollars (\$1,000), for each single occurrence for bodily injury and/or for property damage.



Attorneys' Eyes Only

ATTORNEYS EYES ONLY

OMEGA_ENF06066
OMEGA_CAL000192

**SCHEDULE B
TO LICENSE AGREEMENT BETWEEN
OMEGA PATENTS LLC AND NUMEREX CORP.**

1. Licensed Products

This Licensed Products include only two categories. The first category is any tracking device covered by one or more claims of one or more of the tracking patents among the Patents and having no data bus functionality. The second category of Licensed Products is any tracking device that has data bus functionality in that it is able to generate and/or read signals from the data bus.

The current list of known Numerex Products for which a royalty is due is at least:

Numerex Xirgo XT-2000 (NM-OBD)
Numerex Xirgo XT-2000 (NM-5500) Wired GPS Tracking Device
Numerex Enfora MT-Gu (NM-6500) GPS Tracking Device
Numerex Calamp (NM-4500) GPS Tracker
Numerex Xirgo XT-2000-G GPS Tracking Device
Numerex Enfora MT-uL GPS Tracking Device
Numerex ADM-3500 GPS Tracker
Numerex Solutions u-TRAQ Auto GPS Tracking Device
Numerex Solutions u-TRAQ AutoPRO GPS Tracking Device

2. Initial Payment

The Initial Payment is ONE HUNDRED THOUSAND dollars (U.S. \$100,000) due upon execution of this Agreement.

3. Royalty

A) The royalty for any licensed tracking unit without any data bus functionality as defined in the first category of Licensed Products is TWO dollars (U.S. \$2.00).

B) The royalty for any licensed tracking unit with the limited data bus functionality as defined in the second category of Licensed Products is FIVE dollars (\$5.00).



Attorneys' Eyes Only

ATTORNEYS EYES ONLY

OMEGA_ENF06067
OMEGA_CAL000193

OMEGA EXHIBIT 2028

**SCHEDULE C
TO LICENSE AGREEMENT BETWEEN
OMEGA PATENTS LLC AND NUMEREX CORP.**

Royalty Statement

Pursuant to Section 3C, LICENSEE shall provide LICENSOR with a written royalty statement in a form substantially similar to the following:

Product Name	Stock No.	Description	Country	Quantity	Royalty Amount

Certified by:

Signature

Name

Title



Attorneys' Eyes Only

ATTORNEYS EYES ONLY

OMEGA_ENF06068
OMEGA_CAL000194

OMEGA EXHIBIT 2028

**SCHEDULE 1
TO LICENSE AGREEMENT BETWEEN
OMEGA PATENTS LLC AND NUMEREX CORP.**

- 1) Broadband Networks, Inc.
- 2) Cellemetry, LLC
- 3) Cellemetry Services, LLC
- 4) DCX Systems Australia Pty Limited
- 5) DCX Systems, Inc.
- 6) Digilog, Inc.
- 7) Numerex Corp.
- 8) Numerex Government Services, LLC
- 9) Numerex International Limited
- 10) Numerex Solutions, LLC
- 11) Orbit One Communications, LLC
- 12) uBlip, Inc.
- 13) Uplink Security, LLC



Attorneys' Eyes Only

ATTORNEYS EYES ONLY

OMEGA_ENF06069
OMEGA_CAL000195