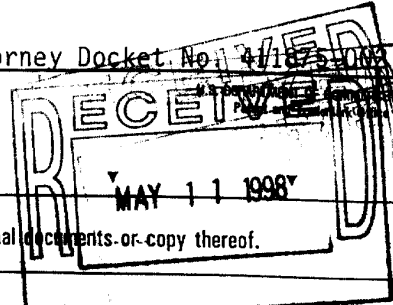


05-26-1998



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Attorney Docket No. 411675-0003
ET



To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

TeamNet, Inc.

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

3. Nature of conveyance:

☐ Assignment ☐ Merger

☐ Security Agreement ☐ Change of Name

☒ Other Product Line Purchase Agreement

Execution Date: August 25, 1997

2. Name and address of receiving party(ies)

Name: Abbott Enterprises, Inc.

Internal Address: _____

Street Address: 901 West Fourth Avenue

City: Pine Bluff State: AR ZIP: 71601

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

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

5,550,738

Additional numbers attached? ☐ Yes ☒ No

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

Name: Theodore D. Lienesch

Internal Address: _____

Street Address: Thompson Hine & Flory LLP

P.O. Box 8801

City: Dayton State: OH ZIP: 45401-8801

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41)\$ 40.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

20-0809

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct any attached copy is a true copy of the original document.

Theodore D. Lienesch

Name of Person Signing

[Signature]
Signature

25
Date

Total number of pages including cover sheet, attachments, and document: 18

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT
REEL: 9178 FRAME: 016

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PRODUCT LINE PURCHASE AGREEMENT

Agreement made August 25, 1997, between TeamNet, Inc., a Ohio corporation, herein referred to as Seller and Abbott Enterprises, Inc., an Arkansas corporation, herein referred to as Buyer.

WITNESSETH:

WHEREAS, Seller now conducts a sales and marketing business under the firm name of TeamNet, Inc., at 1000 Beryl Trail, City of Dayton, State of Ohio.

WHEREAS, Seller desires to sell and buyer desires to buy all the assets, tangible and intangible, all inventories, trademarks, patents, logos, and copyrights of the Auto Mate Fleet Management System product line for the price and on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual covenants and promises of the parties hereto, Seller and Buyer hereto agree as follows:

SECTION ONE

SALE OF PRODUCT LINE

Seller shall sell to Buyer, free from all liabilities and encumbrances, Seller's above product line, and all other assets thereof as hereinafter listed and as more specifically set forth and enumerated in the scheduled annexed hereto, entitled Exhibit "A", and made a part hereof by this reference as though fully set forth.

SECTION TWO

CONSIDERATION

In consideration for the transfer of the above described product line from Seller to Buyer, Buyer shall pay the Seller the sum of thirty six thousand Dollars (\$36,000.00), which Seller shall accept from the Buyer in full payment therefor, subject to the terms and conditions herein contained.

SECTION THREE

TIME AND MANNER OF PAYMENT

The purchase price shall be paid as follows:
thirty thousand Dollars (\$30,000.00) to be paid to Seller by Buyer upon receipt of the schematic, complete and correct listing of vendors who supply the components for said product line, complete and correct listing of components of said product line. The remaining six thousand Dollars (\$6,000.00) shall be paid to Seller by Buyer upon receipt of thirty-eight (38) monitors and miscellaneous inventory and all other assets of said product line not yet received by Buyer from Seller.

SECTION FOUR

CLOSING

This agreement shall close on Monday, August 25, 1997, at _____ p.m. at the office of Abbott Enterprises, Inc., located at 901 West Fourth Avenue, Pine Bluff, Arkansas. At such time, upon payment by Buyer of the portion of the

purchase price then due, Seller shall deliver to Buyer a Bill of Sale, and all other instruments of sale, conveyance, or assignment that may be required for the proper transfer by Seller to Buyer of all of the assets of the above described product line enumerated in the schedule in Exhibit "A" free of all encumbrances.

SECTION FIVE

REPRESENTATIONS OF SELLER

Seller represents and warrants:

(a) Seller is duly qualified under the laws of the State of Ohio to carry on its business as now owned and conducted within Ohio.

(b) Seller has complied with, and is not in violation of, all applicable federal, state, and local statutes, laws, and regulations affecting Seller's properties or the operation of Seller's business.

SECTION SIX

COVENANT NOT TO COMPETE

Seller shall not participate in any way, directly or indirectly, in a business similar to that herein sold to Buyer, within one (1) year.

SECTION SEVEN

MODIFICATION

No alteration or other modification of this agreement shall be effective unless such modification shall be in writing and signed by the parties.

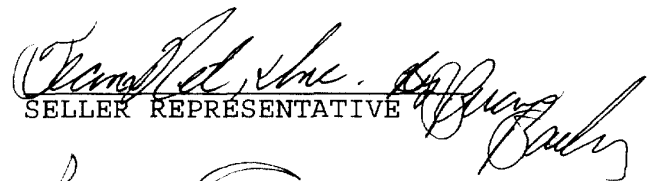
writing and signed by the parties

SECTION NINE

BINDING EFFECT

This agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement at Pine Bluff, Arkansas, this 25th day of August, 1997.


SELLER REPRESENTATIVE


BUYER REPRESENTATIVE

*There is not a
Section Eight
P.S.*