

03-08-2000



101285087

Our Ref: WH-0-3661US

# RECORDATION FORM COVER SHEET PATENTS ONLY

The Honorable Commissioner  
of Patents and Trademarks

Dear Sir:

Please record the attached original documents or copy thereof.

FEB

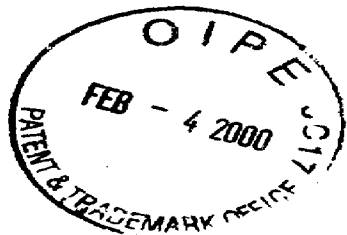
1. Name of conveying party(ies): <i>MRP</i> ALPHANET TELECOM INC. <i>2-4-00</i>		2. Name and address of receiving party(ies): Name: TECH ELECTRO INDUSTRIES, INC. Internal Address: Street Address: 477 Madison Avenue, 24th Floor New York, New York U.S.A. 10022 Additional names(s) and addresses attached [ ] yes [X] no				
Additional names(s) of conveying party attached [ ] yes [X] no 3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other		Execution Date: August 31, 1999				
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: <table border="1"> <tr> <td>A. Patent Application No.(s)</td> <td>B. Patent No.(s)</td> </tr> </table> Additional numbers attached? [X] yes [ ] no				A. Patent Application No.(s)	B. Patent No.(s)	
A. Patent Application No.(s)	B. Patent No.(s)					
5. Name and address of party to whom correspondence concerning documents should be mailed: S. WARREN HALL 133 Richmond Street West, Suite 301 Toronto, Ontario Canada M5H 2L7		6. Total number of applications and patents involved: 6 7. Total fee (37 CFR 3.41): ..... \$ 240.00 <input checked="" type="checkbox"/> Enclosed (included with check for filing fee) <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 040752. (Attach duplicate copy of this page if paying by deposit account)				
DO NOT USE THIS SPACE						
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.</i> <table border="1"> <tr> <td>S. Warren Hall Name of Person Signing</td> <td><i>[Signature]</i> Signature</td> <td>February 3, 2000 Date</td> </tr> </table>				S. Warren Hall Name of Person Signing	<i>[Signature]</i> Signature	February 3, 2000 Date
S. Warren Hall Name of Person Signing	<i>[Signature]</i> Signature	February 3, 2000 Date				

03/07/2000 DNGUYEN 00000018 4713837

01 FC:581

240.00 OP

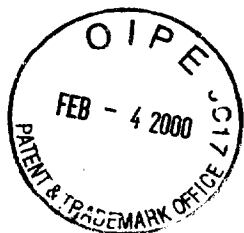
PATENT  
REEL: 010579 FRAME: 0954



WH-( -3661US

List of United States Patents

United States Patent 4,713,837  
United States Patent 4,905,273  
United States Patent 4,922,518  
United States Patent 4,942,599  
United States Patent 4,969,184  
United States Patent 5,619,725

**BILL OF SALE**

THIS INDENTURE made as of the 31<sup>st</sup> day of August, 1999

BETWEEN:

**PricewaterhouseCoopers Inc.**, in its capacity as  
Trustee of the Estate of AlphaNet Telecom Inc., a  
bankrupt and not in its personal capacity  
(hereinafter referred to as the "Vendor")

OF THE FIRST PART

-- and --

**Tech Electro Industries, Inc.**, a corporation  
incorporated pursuant to the laws of Texas  
(hereinafter referred to as the "Purchaser")

OF THE SECOND PART

**RECITALS:**

WHEREAS AlphaNet Telecom Inc. on February 8, 1999 made an assignment in bankruptcy and PricewaterhouseCoopers Inc. was appointed as Trustee of the Estate of AlphaNet Telecom Inc., a bankrupt;

AND WHEREAS the appointment of PricewaterhouseCoopers Inc. as Trustee of the said bankrupt estate was duly confirmed at the first meeting of creditors;

AND WHEREAS the Purchaser has agreed to purchase from the Vendor all of its right, title and interest, if any, in and to the property and assets of the bankrupt more particularly described in Schedule "A" attached hereto;

NOW THEREFORE IN CONSIDERATION of the payment to the Vendor by the Purchaser of Ten Dollars (\$10.00) of lawful money of the United States of America and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the parties hereby agree as follows;

## 1.0 PURCHASE AND SALE OF ASSETS

### 1.1 Purchase and Sale of Assets

The Vendor hereby sells, transfers, assigns and conveys to the Purchaser all of the Vendor's right, title and interest, if any, in and to the assets of AlphaNet Telecom Inc. listed in Schedule "A" hereto (the "Purchased Assets").

### 1.2 Taxes

The Purchaser shall be responsible for the payment of all taxes exigible in connection with the purchase and sale of the Purchased Assets, including, without limitation, all applicable goods and services tax pursuant to the *Excise Tax Act* (Canada) and any other sale or transfer taxes exigible on the Purchased Assets. The Purchaser hereby indemnifies and holds the Vendor harmless from and against any claims for non-payment of such taxes, including, without limitation, interest, penalties and costs (including legal fees and disbursements).

### 1.3 As Is, Where Is

The Purchaser acknowledges that the Purchased Assets are being sold on an "as is, where is" basis as they exist on the date hereof and that, except as expressly provided herein, no representations or warranties, express or implied, have been given by the Vendor as to title, encumbrances, assignability, description, value, fitness for any purpose, merchantability, quantity, quality, state, condition, location or any other matter whatsoever concerning the Purchased Assets and no representation or warranty of any kind can be implied at law or in equity, by statute or otherwise, with respect to the Purchased Assets. The Purchaser acknowledges that it has inspected the Purchased Assets and has relied entirely upon its own inspections and investigations. The description of the Purchased Assets contained in all schedules hereto is for the purpose of identification only and no representation or warranty is being given by the Vendor concerning the accuracy, completeness or any other matter concerning such description. The Vendor shall not be liable, nor shall the Purchaser have a remedy, for recovery of any damages, including, but not limited to economic loss of any kind, arising out of any claim that the Purchased Assets infringe the rights of any other person.

### 1.4 No Obligation to Deliver

The Purchaser acknowledges that the Vendor has no obligation to deliver the Purchased Assets to the Purchaser. The Purchaser acknowledges that it has taken possession of the Purchased Assets. Notwithstanding the above, at the closing and in a simultaneous exchange, Vendor will have delivered to Purchaser a duly endorsed stock certificate (or certificates) representing all issued and outstanding shares Vendor holds in AlphaNet Hospitality Systems, Inc. (AHS").

## 2.0 REPRESENTATIONS AND WARRANTIES

### 2.1 **Representations and Warranties of the Purchaser**

The Purchaser represents and warrants to the Vendor as follows and acknowledges that the Vendor is relying on such representations and warranties in executing this indenture:

- (a) the Purchaser is a corporation duly incorporated, organized and subsisting under the laws of the State of Texas and has the requisite power and authority to enter into this indenture.

### 2.2 **Representations and Warranties of the Vendor**

The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in executing this indenture:

- (a) the Vendor was duly appointed the Trustee of the Estate of AlphaNet Telecom Inc., a bankrupt, in accordance with the provisions of the *Bankruptcy and Insolvency Act (Canada)* and has the power and authority to execute this Indenture;
- (b) the Vendor has done no act to encumber the Purchased Assets; and
- (c) the Vendor is not a non-resident of Canada within the meaning of that term as used in the *Income Tax Act (Canada)*.
- (d) Vendor has mailed to all creditors, within five days after the date of the trustee's appointment, a notice of the bankruptcy and that the trustee called in the prescribed manner a first meeting of creditors held on March 12, 1999 at 10.00 a.m. at a location that was to be determined or at such other time and place as may later be requested by the official receiver.
- (e) The requisite number of inspectors by Resolution have authorized the trustee to compromise, settle and discharge any and all intercompany debt between AlphaNet Telecom, Inc. and AHS.
- (f) Each document Vendor has supplied to counsel for ~~First Capital~~ *Appel Investments Inc.* is, to the best of Vendor's knowledge and belief, complete and authentic and specifically the letter from Equant Network Services, Inc. ("Equant") dated July 29, 1999 is authentic, and that its waiver of lien status as to the bankruptcy estate is equally applicable to all assets being sold by Vendor to Purchaser and that to the best of Vendor's knowledge and belief Equant's lien is limited to telecommunication network equipment and that such assets are not included in the assets being sold

- (g) The following parties who may be secured parties in certain assets of AlphaNet Telecom, Inc. as a result of the recordation of Personal Property Security Act liens hold no lien that has attached to the assets being sold: Mark Holzberg, Andre Label, Claude Samson, Brian E. Wilson, Nuno C. Romao, Yves Laliberte, Kevin Hickey, Bruce Caven and John Taylor and that no information has come to the Vendor's attention to suggest that Commcorp Financial Services, Inc. PHH Vehicle Management Services, Inc., General Electric Capital Canada, Inc., Clearnet, Inc., Newcourt Financial Ltd., or BML Leasing Limited are the holders of any lien that has attached to the assets being sold.

### 3.0 MISCELLANEOUS

#### 3.1 **Successors and Assigns**

This indenture and all of its provisions shall ensure to the benefit of and be binding upon the parties and their respective successors and assigns.

#### 3.2 **Governing Law**

This Indenture shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

#### 3.3 **Further Assurances**




Each of the parties hereto shall, at the request and expense of the other, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such documents and further assurances as may be reasonably necessary to give effect to this indenture.

#### 3.4 **Entire Agreement**

This indenture and the attached schedules constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior negotiations and understandings.

#### 3.5 **Counterparts and Delivery by Fax**

This Bill of Sale may be executed and delivered in counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument. Either party may deliver an executed copy of this Bill of Sale by fax but that party shall immediately deliver to the other party an originally executed copy of this Bill of Sale.

   IN WITNESS WHEREOF the parties have executed this indenture on the \_\_\_\_ day of  
August, 1999.

PricewaterhouseCoopers Inc., in its  
capacity as Trustee of the Estate of AlphaNet  
Telecom Inc., a bankrupt, and not in its  
personal capacity

Per: 

Tech Electro Industries, Inc.

 -   
Per: \_\_\_\_\_

ALPINT 290-10120

## SCHEDULE A - PATENTS

Our Ref.	Applicant	Title	Country	Type	Status	Appl. No.	Filing Date	Serial No.	Issue Date
6774-1CA	Alphamed Telecom Inc.	COMMUNICATION SYSTEM	Canada	Patent	Abandoned (Possible Refusal)	568,263	May 31, 1988	1,289,773	May 29, 1990
6774-2-1CA	Alphamed Telecom Inc.	COMMUNICATION SYSTEM	Canada	Patent	Issued	615,567	Nov 27, 1989	1,289,279	Sep 17, 1991
6774-2CA	Alphamed Telecom Inc.	COMMUNICATION SYSTEM	Canada	Patent	Issued	572,480	Jul 19, 1988	1,287,448	Apr 3, 1990
6774AU	Alphamed Telecom Inc.	COMMUNICATION NETWORK	Australia	Patent	Issued	1043788	Dec 14, 1987	613335	Nov 28, 1991
6774CA	Alphamed Telecom Inc.	COMMUNICATION SYSTEM	Canada	Patent	Issued	498,601	Dec 24, 1985	1,240,429	Aug 9, 1988
6774CH	Alphamed Telecom Inc.	COMMUNICATION NETWORK	Switzerland	Patent	Issued	88900083.2	Dec 14, 1987	0 393 023	Feb 10, 1994
6774DE	Alphamed Telecom Inc.	COMMUNICATION NETWORK	Germany	Patent	Issued	88900083.2	Dec 14, 1987	37 89 454-4-08	Feb 10, 1994
6774EP	Alphamed Telecom Inc.	COMMUNICATION NETWORK	European Patent Office	Patent	Issued	88900083.2	Dec 14, 1987	0 393 023	Feb 10, 1994
6774FR	Alphamed Telecom Inc.	COMMUNICATION NETWORK	France	Patent	Issued	88900083.2	Dec 14, 1987	0 393 023	Feb 10, 1994
6774GB	Alphamed Telecom Inc.	COMMUNICATION NETWORK	United Kingdom	Patent	Issued	88900083.2	Dec 14, 1987	0 393 023	Feb 10, 1994
6774HK	Alphamed Telecom Inc.	COMMUNICATION NETWORK	Hong Kong	Patent	Issued			968/1995	Jun 15, 1995
6774IT	Alphamed Telecom Inc.	COMMUNICATION NETWORK	Italy	Patent	Issued	88900083.2	Dec 14, 1987	0 393 023	Feb 10, 1994
6774JP	Alphamed Telecom Inc.	COMMUNICATION NETWORK	Japan	Patent	Issued	61-500405	Dec 14, 1987	1898662	Jan 23, 1995
6774SG	Alphamed Telecom Inc.	COMMUNICATION NETWORK	Singapore	Patent	Issued		Dec 14, 1987	9390379-0	Dec 14, 1987
6774US	Alphamed Telecom Inc.	COMMUNICATION NETWORK	U.S.A.	Patent	Issued	06/813,229	Dec 24, 1985	4,713,837	Dec 15, 1987
7300AU	Alphamed Telecom Inc.	DATA TRANSMISSION SYSTEM	Australia	Patent	Issued	2828689	Dec 23, 1988	634,466	Jun 18, 1993
7300CA	Alphamed Telecom Inc.	DATA TRANSMISSION SYSTEM	Canada	Patent	Issued	355,185	Dec 23, 1987	1,278,121	Dec 18, 1990
7300CH	Alphamed Telecom Inc.	DATA TRANSMISSION SYSTEM	Switzerland	Patent	Issued	89900869.2	Dec 23, 1988	0 400 017	Apr 20, 1994
7300DE	Alphamed Telecom Inc.	DATA TRANSMISSION SYSTEM	Germany	Patent	Issued	89900869.2	Dec 23, 1988	0 400 017	Apr 20, 1994
7300EP	Alphamed Telecom Inc.	DATA TRANSMISSION SYSTEM	European Patent Office	Patent	Issued	89900869.2	Dec 23, 1988	0 400 017	Apr 20, 1994
7300FR	Alphamed Telecom Inc.	DATA TRANSMISSION SYSTEM	France	Patent	Issued	89900869.2	Dec 23, 1988	0 400 017	Apr 20, 1994
7300GB	Alphamed Telecom Inc.	DATA TRANSMISSION SYSTEM	United Kingdom	Patent	Issued	89900869.2	Dec 23, 1988	0 400 017	Apr 20, 1994

SCHEDULE A - PATENTS

PAGE 2 OF 7

Our Ref.	Applicant	Title	Country	Type	Status	Appl. No.	Filing Date	Serial No.	Issue Date
7100HK	Alpharet Telecom Inc.	DATA TRANSMISSION SYSTEM	Hong Kong	Patent	Issued			1824/1993	Nov 30, 1995
7100IT	Alpharet Telecom Inc.	DATA TRANSMISSION SYSTEM	Italy	Patent	Issued	8900869.2	Dec 23, 1988	0 400 017	Apr 20, 1994
7100JP	Alpharet Telecom Inc.	DATA TRANSMISSION SYSTEM	Japan	Patent	Issued	1-500796	Dec 23, 1988	2,628,216	Apr 18, 1997
7100SG	Alpharet Telecom Inc.	DATA TRANSMISSION SYSTEM	Singapore	Patent	Issued		Dec 27, 1988	9591854-6	Apr 20, 1994
7100US	Alpharet Telecom Inc.	DATA COMMUNICATION SYSTEM	U.S.A.	Patent	Issued	071137,799	Dec 24, 1987	4,905,273	Feb 27, 1990
7131US	Alpharet Telecom Inc.	SELECTIVE DISSEMINATION OF INFORMATION	U.S.A.	Patent	Issued	071187,908	Apr 29, 1988	4,922,518	May 1, 1990
7623AU	Alpharet Telecom Inc.	DATA TRANSMISSION ARRANGEMENT	Australia	Patent	Issued	5632890	May 9, 1990	655,914	May 4, 1995
7623CA	Alpharet Telecom Inc.	DATA TRANSMISSION ARRANGEMENT	Canada	Patent	Pending	2,008,574	Jan 25, 1990		
7623CH	Alpharet Telecom Inc.	DATA TRANSMISSION ARRANGEMENT (Alpha Number)	Switzerland	Patent	Issued	90906806.6	May 9, 1990	0 527 722	Nov 17, 1994
7623DE	Alpharet Telecom Inc.	DATA TRANSMISSION ARRANGEMENT (ALPHA NUMBER)	Germany	Patent	Issued	90906806.6	May 9, 1990	690 14 209.9	Nov 17, 1994
7623EP	Alpharet Telecom Inc.	DATA TRANSMISSION ARRANGEMENT (ALPHA NUMBER)	European Patent Office	Patent	Issued	90906806.6	May 9, 1990	0 527 722	Nov 17, 1994
7623FR	Alpharet Telecom Inc.	DATA TRANSMISSION ARRANGEMENT (ALPHA NUMBER)	France	Patent	Issued	90906806.6	May 9, 1990	0 527 722	Nov 17, 1994
7623GB	Alpharet Telecom Inc.	DATA TRANSMISSION ARRANGEMENT (ALPHA NUMBER)	United Kingdom	Patent	Issued	90906806.6	May 9, 1990	0 527 722	Nov 17, 1994
7623JP	Alpharet Telecom Inc.	DATA TRANSMISSION ARRANGEMENT	Japan	Patent	Pending	2-507143	May 9, 1990		
7623NL	Alpharet Telecom Inc.	DATA TRANSMISSION ARRANGEMENT (ALPHA NUMBER)	The Netherlands	Patent	Issued	90906806.6	May 9, 1990	0 527 722	Nov 17, 1994
7623SE	Alpharet Telecom Inc.	DATA TRANSMISSION ARRANGEMENT (ALPHA NUMBER)	Sweden	Patent	Issued	90906806.6	May 9, 1990	0 527 722	Nov 17, 1994
7623SG	Alpharet Telecom Inc.	DATA TRANSMISSION ARRANGEMENT	Singapore	Patent	Issued	0 527 722		9691168-0	Jun 28, 1996
7623US	Alpharet Telecom Inc.	DATA TRANSMISSION ARRANGEMENT	U.S.A.	Patent	Issued	071003,113	Feb 2, 1989	4,969,184	Nov 6, 1990
7626AU	Alpharet Telecom Inc.	LOCATION IDENTIFICATION	Australia	Patent	Issued	5643790	May 9, 1990	637,085	May 9, 1990

## SCHEDULE A - PATENTS

PAGE 1 OF 1

Our Ref.	Applicant	Title	Country	Type	Status	Appl. No.	Filing Date	Serial No.	Issue Date
7026CA	Alphatel Telecom Inc.	LOCATION IDENTIFICATION	Canada	Patent	Pending	2,008,573	Jan 25, 1990		
7026CH	Alphatel Telecom Inc.	LOCATION IDENTIFICATION	Switzerland	Patent	Issued	90906810.8	May 9, 1990	0 527 723	Apr 10, 1996
7026DE	Alphatel Telecom Inc.	LOCATION IDENTIFICATION	Germany	Patent	Issued	90906810.8	May 9, 1990	650 26515.8-08	Apr 10, 1996
7026EP	Alphatel Telecom Inc.	LOCATION IDENTIFICATION	European Patent Office	Patent	Issued	90906810.8	May 9, 1990	0 527 723	Apr 10, 1996
7026FR	Alphatel Telecom Inc.	LOCATION IDENTIFICATION	France	Patent	Issued	90906810.8	May 9, 1990	0 527 723	Apr 10, 1996
7026GB	Alphatel Telecom Inc.	LOCATION IDENTIFICATION	United Kingdom	Patent	Issued	90906810.8	May 9, 1990	0 527 723	Apr 10, 1996
7026US	Alphatel Telecom Inc.	LOCATION IDENTIFICATION	U.S.A.	Patent	Issued	07/005,445	Feb 2, 1989	4,942,599	Jul 17, 1990
8389AU	Alphatel Telecom Inc.	FACSIMILE ARRANGEMENT	Australia	Patent	Issued	314/093	Jan 15, 1993	668,705	Jan 15, 1993
8389CA	Alphatel Telecom Inc.	FACSIMILE ARRANGEMENT	Canada	Patent	Pending	2,127,332	Jan 15, 1993		
8389CH	Alphatel Telecom Inc.	FACSIMILE ARRANGEMENT	Sweden	Patent	Issued	93 901 995.6	Jan 15, 1993	0 627 152	Sep 3, 1997
8389DE	Alphatel Telecom Inc.	FACSIMILE ARRANGEMENT	Germany	Patent	Issued	93 901 995.6	Jan 15, 1993	693 13 621.9-08	Sep 3, 1997
8389EP	Alphatel Telecom Inc.	FACSIMILE ARRANGEMENT	European Patent Office	Patent	Issued	93 901 995.6	Jan 15, 1993	0 627 152	Sep 3, 1997
8389FR	Alphatel Telecom Inc.	FACSIMILE ARRANGEMENT	France	Patent	Issued	93 901 995.6	Jan 15, 1993	0 627 152	Sep 3, 1997
8389GB	Alphatel Telecom Inc.	FACSIMILE ARRANGEMENT	United Kingdom	Patent	Issued	93 901 995.6	Jan 15, 1993	0 627 152	Sep 3, 1997
8389HK	Alphatel Telecom Inc.	FACSIMILE ARRANGEMENT	Hong Kong	Patent	Issued			HK1009552	May 8, 1998
8389IT	Alphatel Telecom Inc.	FACSIMILE ARRANGEMENT	Italy	Patent	Issued	93 901 995.6	Jan 15, 1993	0 627 152	Sep 3, 1997
8389JP	Alphatel Telecom Inc.	FACSIMILE ARRANGEMENT	Japan	Patent	Pending	5-512811	Jan 15, 1993		
8389US	Alphatel Telecom Inc.	FACSIMILE ARRANGEMENT	U.S.A.	Patent	Issued	07/023,455	Jan 22, 1992	5,425,081	Jun 13, 1995
8880CA	Alphatel Telecom Inc.	FACSIMILE SYSTEM FOR PERSONAL COMPUTING DEVICES	Canada	Patent	Pending	2,103,540	Sep 3, 1993		
8880JP	Alphatel Telecom Inc.	FACSIMILE SYSTEMS FOR PERSONAL COMPUTING DEVICES	Japan	Patent	Pending	6-517472	Aug 26, 1994		
8928CA	Alphatel Telecom Inc.	MODEM CONTROL AND COMMUNICATION ARRANGEMENT	Canada	Patent	Pending	2,181,251	Dec 14, 1994		

Our Ref.	Applicant	Title	Country	Type	Status	Applo. No.	Filing Date	Serial No.	Issue Date
8929US	Alphacel Telecom Inc.	MODEM CONTROL AND COMMUNICATION ARRANGEMENT	U.S.A.	Patent	Issued	08/183,935	Jan 21, 1994	5,619,725	Apr 8, 1997

Date: 08-26-99