TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**
- [X] New
- [] Resubmission (Non-Recordation)
- [] Correction of PTO Error
- [] Corrective Document

**Conveyance Type**
- [] Assignment
- [] Security Agreement
- [] License
- [] Change of Name
- [X] Merger
- [ ] Other Acquisition
- [ ] U.S. Government
  (For Use ONLY by U.S. Government Agencies)
- [ ] Departmental File
- [ ] Secret File

**Conveying Party(ies)**
- [ ] Mark if additional names of conveying parties attached
- Name (line 1): CELLNET DATA SYSTEMS, INC.
- Execution Date: 03 01 00

**Second Party**
- Name (line 1): 
- Name (line 2): 

**Receiving Party**
- [ ] Mark if additional names of receiving parties attached
- Name (line 1): SCHLUMBERGER RESOURCE MANAGEMENT SERVICES, INC.
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)
- Address (line 1): 5430 Metric Place
- Address (line 2): 
- Address (line 3): Norcross, GA 30092

**Domestic Representative Name and Address**
- Enter for the first Receiving Party only.
- Name: Leonard W. Pojunas
- Address (line 1): Sclumberger Resource Management Services, Inc.
- Address (line 2): 5430 Metric Place
- Address (line 3): Norcross, GA 30092

**FOR OFFICE USE ONLY**
**Correspondent Name and Address**

<table>
<thead>
<tr>
<th>Name</th>
<th>Leonard W. Pojunas</th>
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<tr>
<td>Address (line 1)</td>
<td>Schlumberger Resource Management Services, Inc.</td>
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**Area Code and Telephone Number**

(770) 417-3730

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments. 

# 20

**Application Number(s) or Patent Number(s)**

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

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If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

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**Patent Cooperation Treaty (PCT)**

Enter PCT application number only if a U.S. Application Number has not been assigned.

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**Number of Properties**

Enter the total number of properties involved. 

# 27

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): $1080.00

Method of Payment:

- Enclosed [ ]
- Deposit Account [x]

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

# 19-0095

Authorization to charge additional fees:

- Yes [x]
- No [ ]

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Leonard W. Pojunas

Name of Person Signing Reg. No. 30,31,Signature

Asst. Secretary for Patents and Trademarks

Date: Nov 7, 2000

**PATENT**

REEL: 011245 FRAME: 0879
# RECORDER COVER SHEET

**CONTINUATION**  
**PATENTS ONLY**

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ASSET PURCHASE AGREEMENT

dated as of March 1, 2000

among

THE SELLERS SIGNATORY HERETO,

including

CELLNET DATA SYSTEMS, INC.,
as Seller Representative,

SCHLUMBERGER RESOURCE MANAGEMENT SERVICES, INC.,
as Purchaser

and. for certain limited purposes,

SCHLUMBERGER TECHNOLOGY CORPORATION
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>ARTICLE I</strong></td>
<td></td>
</tr>
<tr>
<td>1.01.</td>
<td>Certain Defined Terms</td>
<td>2</td>
</tr>
<tr>
<td>1.02.</td>
<td>Other Defined Terms</td>
<td>13</td>
</tr>
<tr>
<td>1.03.</td>
<td>Terms Generally</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td><strong>ARTICLE II</strong></td>
<td></td>
</tr>
<tr>
<td>2.01.</td>
<td>Purchase and Sale</td>
<td>14</td>
</tr>
<tr>
<td>2.02.</td>
<td>Assumption and Exclusion of Liabilities</td>
<td>14</td>
</tr>
<tr>
<td>2.03.</td>
<td>Cure Amounts; Chapter 11 Expenses</td>
<td>14</td>
</tr>
<tr>
<td>2.04.</td>
<td>Purchase Price; Cure Obligations; Allocation of Purchase Price</td>
<td>15</td>
</tr>
<tr>
<td>2.05.</td>
<td>Closing</td>
<td>15</td>
</tr>
<tr>
<td>2.06.</td>
<td>Closing Deliveries by the Sellers</td>
<td>15</td>
</tr>
<tr>
<td>2.07.</td>
<td>Closing Deliveries by the Purchaser</td>
<td>16</td>
</tr>
<tr>
<td></td>
<td><strong>ARTICLE III</strong></td>
<td></td>
</tr>
<tr>
<td>3.01.</td>
<td>Incorporation and Corporate Authority of the Sellers</td>
<td>17</td>
</tr>
<tr>
<td>3.02.</td>
<td>No Conflict</td>
<td>17</td>
</tr>
<tr>
<td>3.03.</td>
<td>Consents and Approvals</td>
<td>17</td>
</tr>
<tr>
<td>3.04.</td>
<td>SEC Documents; Financial Information</td>
<td>18</td>
</tr>
<tr>
<td>3.05.</td>
<td>Absence of Certain Changes or Events</td>
<td>19</td>
</tr>
<tr>
<td>3.06.</td>
<td>Absence of Litigation</td>
<td>19</td>
</tr>
<tr>
<td>3.07.</td>
<td>Compliance with Laws</td>
<td>19</td>
</tr>
<tr>
<td>3.08.</td>
<td>Governmental Licenses and Permits</td>
<td>19</td>
</tr>
<tr>
<td>3.09.</td>
<td>The Assets</td>
<td>19</td>
</tr>
<tr>
<td>3.10.</td>
<td>Real Property</td>
<td>20</td>
</tr>
<tr>
<td>3.11.</td>
<td>Intellectual Property</td>
<td>20</td>
</tr>
<tr>
<td>3.12.</td>
<td>Employee Benefit Plans; Labor Matters</td>
<td>22</td>
</tr>
<tr>
<td>3.13.</td>
<td>Taxes</td>
<td>25</td>
</tr>
<tr>
<td>3.15.</td>
<td>Material Contracts</td>
<td>27</td>
</tr>
<tr>
<td>3.16.</td>
<td>Brokers</td>
<td>29</td>
</tr>
<tr>
<td>3.17.</td>
<td>Insurance</td>
<td>30</td>
</tr>
<tr>
<td>3.18.</td>
<td>Affiliated Transactions</td>
<td>30</td>
</tr>
</tbody>
</table>
ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

4.01. Incorporation and Corporate Authority of the Purchaser ........................................... 30
4.02. No Conflict ................................................. 31
4.03. Consents and Approvals: ........................................... 31
4.04. Absence of Litigation ........................................... 31
4.05. Brokers ................................................. 31

ARTICLE V

ADDITIONAL AGREEMENTS

5.01. Conduct of Business Prior to the Closing ........................................... 32
5.02. Approval of this Agreement ........................................... 34
5.03. Bankruptcy Actions ........................................... 34
5.04. No Solicitation of Transactions ........................................... 35
5.05. Access to Information ........................................... 35
5.06. Regulatory and Other Authorizations; Consents ........................................... 36
5.07. Use of Name ........................................... 36
5.08. Indemnity Escrow ........................................... 36
5.09. Further Action ........................................... 37
5.10 Discharge ........................................... 37
5.11 Seller Representative ........................................... 37
5.12 Guaranty ........................................... 37
5.13 Transition Services Agreement ........................................... 37
5.14. Intercompany Obligations ........................................... 38
5.15. Option to Amend Schedules ........................................... 38

ARTICLE VI

EMPLOYEE MATTERS

6.01. Employees ........................................... 39
6.02. No Third-Party Beneficiaries ........................................... 40

ARTICLE VII

TAX MATTERS

7.01. Liability for Taxes and Preparation of Returns ........................................... 40
ARTICLE VIII
CONDITIONS TO CLOSING

8.01. Conditions to Obligations of the Sellers ........................................... 43
8.02. Conditions to Obligations of the Purchaser ......................................... 44

ARTICLE IX
TERMINATION, AMENDMENT AND WAIVER

9.01. Termination ......................................................... 45
9.02. Effect of Termination .................................................. 46
9.03. Termination Payments; Expenses ................................................. 46
9.04. Waiver ........................................................................ 46

ARTICLE X
INDEMNIFICATION

10.01. Indemnification by the Sellers ......................................................... 47
10.02. Notification of Claims ................................................................. 48

ARTICLE XI
GENERAL PROVISIONS

11.01. Survival ................................................................. 48
11.02. Expenses .................................................................... 49
11.03. Notices ....................................................................... 49
11.04. Public Announcements ............................................................ 50
11.05. Headings .................................................................... 50
11.06. Severability ................................................................. 50
11.07. Entire Agreement .............................................................. 50
11.08. Assignment .................................................................. 50
11.09. No Third-Party Beneficiaries .................................................... 50
11.10. Amendment .................................................................. 50
11.11. Governing Law ............................................................... 51
ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT, dated as of March 1, 2000, among the SELLERS SIGNATORY HERETO (the "Sellers"), including CELLNET DATA SYSTEMS, INC., a Delaware corporation (the "Seller Representative"), SCHLUMBERGER RESOURCE MANAGEMENT SERVICES, INC., a Delaware corporation (the "Purchaser"), and, for purposes of the guaranty set forth in Section 5.12, SCHLUMBERGER TECHNOLOGY CORPORATION, a Delaware corporation (the "Parent").

WITNESSETH:

WHEREAS, the Sellers, directly or indirectly, own all of the properties, assets and goodwill used in connection with the business of providing data and information management services in the automated meter reading and other industries (the "Business");

WHEREAS, the Sellers, through ownership of the Assets (as such term is hereinafter defined), own and operate the Business;

WHEREAS, each of the Sellers commenced a case (the "Chapter 11 Case") in the United States Bankruptcy Court for the District of Delaware under chapter 11 of title 11, United States Code (as amended from time to time, the "Bankruptcy Code") on February 4, 2000 (the "Filing Date");

WHEREAS, the Sellers advised the Purchaser that they wish to sell to the Purchaser the Assets, other than the Excluded Assets, upon the terms and subject to the conditions set forth herein and in accordance with Sections 363 and 365 of the Bankruptcy Code; and

WHEREAS, the Purchaser advised the Sellers that it wishes to purchase the Assets, other than the Excluded Assets, pursuant to an order of the Bankruptcy Court (as such term is hereinafter defined) approving, among other things, such sale under Section 363 of the Bankruptcy Code and the assumption and assignment of certain Executory Contracts (as such term is defined) to the Purchaser thereunder under Section 365 of the Bankruptcy Code;
NOW, THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Acquisition" means either (a) a merger, consolidation, share exchange or other business combination pursuant to which the Business is acquired by another Person, (b) the sale by the Sellers to any Person of (i) the Business, (ii) all or substantially all of the Assets or (iii) Control of the Sellers or (c) a recapitalization or plan of reorganization that precludes consummation of the transactions contemplated by this Agreement.

"Action" means any claim, action, suit, arbitration, inquiry, proceeding or investigation by or before any Governmental Authority.

"Affiliate" means, with respect to any specified Person, any other Person who or which, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such specified Person.

"Agreement" means this Agreement, including the Disclosure Schedule, all exhibits and schedules hereto, all documents, certificates and instruments delivered pursuant hereto and all amendments hereto made in accordance with Section 11.10.

"Alternative Offer" means any proposal or offer to the Sellers from any Person other than the Purchaser or its Affiliates for an Acquisition.

"Ancillary Agreements" means the Assumption Agreement, the Bill of Sale, the Confidentiality Agreement, the Intellectual Property Assignment and the Transition Services Agreement.

"Assets" means all of the assets, properties and rights of every type and description, real, personal and mixed, tangible and intangible (other than the Excluded Assets), that are owned, leased or licensed by the Sellers or their Affiliates and used in, held for use in, or related to the Business on the date hereof, including, without limitation, the following:
(i) all stock or other ownership interests held by the Sellers in the companies, partnerships and other businesses listed in Section 1.01(a)(i) of the Disclosure Schedule;

(ii) all cash, marketable securities and bank accounts;

(iii) the goodwill relating to the Business;

(iv) the Assumed Leases;

(v) all furniture and tools, fixtures, equipment, machinery, leasehold improvements and other tangible personal property used in the Business, whether owned or leased, together with such additions thereto and deletions therefrom as shall have occurred in the ordinary course of business prior to the Closing Date;

(vi) all books of account, general, financial, tax and personnel records, invoices, supplier lists, correspondence and other documents, records and files and all Software and copies of the relevant portions of any such documents, records and files that are commingled with documents, records and files of other business of the Sellers:

(vii) all Intellectual Property used in the Business;

(viii) all inventories;

(ix) all sales and promotional literature, customer lists, customer files and other sales-related materials;

(x) all Assumed Contracts;

(xi) to the extent transferable, all municipal, state and federal franchises, permits, licenses, agreements, waivers and authorizations;

(xii) all Receivables;

(xiii) all prepaid and other current assets;

(xiv) all insurance proceeds with respect to any Assets, other than Excluded Assets, which have been damaged or destroyed prior to the date hereof to the extent an adjustment therefor has been made;
(xv) all of the Sellers’ right, title and interest in and to all other assets (other than Excluded Assets), rights and claims of every kind and nature used in the operation of the Business; and

(xvi) all assets of each Plan (as defined in Section 3.12(a)).

"Assumed Contracts" means rights under all contracts, licenses, sublicenses, Seller Licenses, agreements, commitments, and sales and purchase orders, and under all commitments, bids and offers, other than those specifically excluded in Section 1.01(b) or the Disclosure Schedule.

"Assumed Leases" means all Leasehold Interests and other leases included in the Assets, other than those specifically excluded in Section 1.01(c) of the Disclosure Schedule.

"Assumed Liabilities" means (a) all liabilities in respect of the Post-Petition Financing Agreement, including any liabilities created under the Orders approving the same; (b) all Indebtedness under the Loan Agreements, dated as of __________, respectively, with __________ and __________, as amended or otherwise modified, by __________, as amended or otherwise modified, and the thereof (all of the foregoing, the "Loans"); (c) all Indebtedness and other liabilities accruing prior to the orders under the Loan Agreements, dated as of __________, as amended or otherwise modified between __________ and __________; together with the __________ and __________, provided that Purchaser’s liabilities in respect of __________ shall be limited to __________, and provided further that the shall only as relate to the Closing Date; (d) all Chapter 11 Expenses incurred and unpaid as of the Closing Date; (e) all liabilities in respect of Assumed Contracts and Assumed Leases; (f) ad valorem and similar property Taxes imposed on the Assets acquired by the Purchaser, whether or not past due; (g) the liabilities specified in Article VI hereof; (h) all liabilities in respect of prepaid assets, customer deposits and other similar items included in the Assets; (i) any liabilities under any municipal, state or federal permits, licences or similar governmental authorizations necessary for the use of the Assets in connection with the Business; (j) all liabilities permitted to be incurred pursuant to Section 5.01 of this Agreement; and (k) the Liabilities set forth in Section 1.01(d) of the Disclosure Schedule provided, however, that the Purchaser shall have the right to amend Section 1.01(d) of the Disclosure Schedule (i) to add additional liabilities at any time; and (ii) to delete any listed liability, if the Seller Representative informs the Purchaser that the creditor to
which such liability is payable is not dealing with the Sellers in the ordinary course of business in a manner consistent with its past practices with the Sellers; and no others.

"Assumption Agreement" means the Assumption Agreement to be executed by the Purchaser and the Sellers on the Closing Date substantially in the form of Exhibit 1.01(a).

"Bankruptcy Court" means the United States Bankruptcy Court for the District of Delaware or such other court having jurisdiction over the Chapter 11 Case.

"Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure, as amended from time to time.

"Base Price" means [redacted] in cash.

"Bidding Procedures Order" means an order entered by the Bankruptcy Court, substantially in the form of Exhibit 1.01(b).

"Bill of Sale" means the Bill of Sale and Assignment to be executed by the Sellers on the Closing Date substantially in the form of Exhibit 1.01(c).

"Bridge Financing" means the aggregate principal amount of [redacted] made as of [redacted] (as amended), the aggregate principal amount of [redacted] made as of [redacted] (as amended), the aggregate principal amount of [redacted] made as of [redacted] (as amended), issued by the Seller Representative to the holders thereof and any applicable fees, other than broker's or success fees, payable pursuant to such notes.

"Bridge Financing Repayment Amount" means an amount, not in excess of [redacted], equal to the sum of (i) the principal amount of [redacted] outstanding, (ii) interest accrued under the Bridge Financing at [redacted] from the respective dates of issuance of the [redacted] Senior Secured Notes until the date of repayment and (iii) any applicable fees, other than broker's or success fees, payable pursuant to such Bridge Financing; such amount to be used by the Seller Representative solely to repay such Bridge Financing.

"Business Day" means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in the City of New York.
IN WITNESS WHEREOF, the Sellers and the Purchaser have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

CELLNET DATA SYSTEMS, INC.

By ____________________________
Name: John S. Dobel
Title: Chief Operating Officer

CELLNET DATA RETROFIT SERVICES, INC.

By ____________________________
Name: __________________________
Title: __________________________

CELLNET DATA SERVICES, INC.

By ____________________________
Name: __________________________
Title: __________________________

CELLNET DATA SERVICES (AZ), INC.

By ____________________________
Name: __________________________
Title: __________________________
The undersigned has caused this Agreement to be executed as of the date first written above for purposes of Section 3.01, 3.02, 3.03, 3.04, 5.08 and 5.14 and Articles X and XI of this Agreement:

CELLNET FUNDING, L.L.C.

By: 
Name: 
Title: 

CN FREQUENCY (NH), INC.

By: 
Name: 
Title: 

CN FREQUENCY (PA), INC.

By: 
Name: 
Title: 

CN FREQUENCY (SF), INC.

By: 
Name: 
Title: 

NYDOCS03/508422.10
The undersigned has caused this Agreement to be executed as of the date first written above only for purposes of the guaranty set forth in Section 5.12 of this Agreement:

SCHLUMBERGER TECHNOLOGY CORPORATION

By

Name: COLIN FLANNERY
Title: SECRETARY
SCHLUMBERGER RESOURCE MANAGEMENT SERVICES, INC.

By __________________________
Name: _________________________
Title: _________________________

The undersigned has caused this Agreement to be executed as of the date first written above only for purposes of the guaranty set forth in Section 5.12 of this Agreement:

SCHLUMBERGER TECHNOLOGY CORPORATION

By __________________________
Name: Jack Liu
Title: Attorney-in-Fact