1. Name of conveying party(ies):

TRANSCONTECH INC.

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

2. Name and address of receiving party(ies):

Name: PAXGRID TELEMETRIC SYSTEMS INC.

Foreign Address:

Domestic Address: 17515 West Nine Mile Road, Suite 875

City: Southfield State MI ZIP 48075

3. Nature of conveyance:

X Assignment  □ Merger  □ Security Agreement  □ Change of Name  □ Other

Execution Date: May 6, 1999

4. Application number(s) or patent number(s): 09/140,759

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 Registration No.(s)

Additional numbers attached? □ Yes  □ No

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

Name: Katten Muchin Zavis, Patent Admin.

525 West Monroe Street, Ste. 1600

Chicago, Illinois 60661-3693

Telephone No.: (312) 902-5200

Facsimile No.: (312) 902-1061

6. Number of applications and patents involved: One

7. Total fee (37 C.F.R. § 3.41): $40.00

□ Enclosed  □ Authorized to be charged to deposit account

8. Deposit account number: 50-1710

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


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.

Richard P. Bauer, Reg. No. 31,588

Name of Person Signing  Signature  Date

March 16, 2001

Total number of pages including cover sheet, attachments, and documents: 8

Doc #:DC01 (13389-00142) 4088228v1;3/16/2001/Time:14:24

PATENT

REEL: 011616 FRAME: 0158
1. Name of conveying party(ies):

TRANSCONTECH INC.

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

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DO NOT USE THIS SPACE


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Richard P. Bauer, Reg. No. 31,588  
Signature  
March 16, 2001  
Date

Total number of pages including cover sheet, attachments, and documents: 8
AGREEMENT entered into this 6th day of May, 1999.

BETWEEN

TRANSCONTECH INC., a body corporate and politic duly incorporated under the laws of Canada,

(the "Vendor")

AND

PAXGRID TELEMETRIC SYSTEMS INC., a body politic and corporate duly incorporated under the General Corporation Law of the State of Delaware,

(the "Purchaser")

WHEREAS the Vendor is the owner / assignee of all rights to intellectual property, including patents or applications therefor listed as Schedule "A" attached hereto, confidential information and know how related thereto (the "Sold Assets"); and

WHEREAS the Vendor wishes to sell, assign and transfer and the Purchaser wishes to acquire from the Vendor the Sold Assets.

THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Vendor hereby sells, assigns and transfers to the Purchaser the Sold Assets upon the terms and conditions as outlined herein.

2. The sale, assignment and transfer of the Sold Assets is made for an aggregate consideration of $2,675,000.00 (the "Purchase Price"), being the fair market value thereof.
3. The Purchase Price shall be payable by the issue of 2,675,000 common shares of the capital stock of the Purchaser, the said 2,675,000 common shares having an aggregate fair value equal to $2,675,000.00. The Purchaser shall add to the stated capital account maintained for such 2,675,000 common shares an amount of $2,675,000.00.

4. The Purchaser and the Vendor undertake to jointly elect under applicable tax law, in the delay and in the form prescribed, at an amount, in respect to the Sold Assets, equal to the adjusted cost base to the Vendor of the Sold Shares.

5. In the event of any readjustment to the fair market value of the Sold Assets resulting from a decision of any tax authority and accepted by the parties or of any Court of final instance, the Purchase Price and the fair value of the 2,675,000 common shares referred to in Section 3 shall be adjusted accordingly.

6. The Vendor hereby warrants to the Purchaser that he is the owner of the Sold Assets by good and marketable title, free and clear of any privileges, charges or encumbrances of any nature whatsoever, and that after the transfer thereof to the Purchaser, the Purchaser will have a good and marketable title thereto, free and clear of any privileges, charges or encumbrances of any nature whatsoever. The Vendor shall defend title to the Sold Assets against and all claims whatsoever, and this undertaking shall survive the transactions contemplated herein.

7. The Purchaser acknowledges to have received from the Vendor, upon execution of this Agreement, at its entire satisfaction, the Sold Assets.

8. The Vendor and the Purchaser agree to sign and execute, at all times, all things, deeds and documents necessary or desirable for the due carrying out of this Agreement.
9. This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec.

10. All references to currency amounts are in United States dollars.

11. The parties hereto confirm that it is their wish that this Agreement as well as all documents relating thereto, including notices, have been and shall be drawn up in English only.

WHEREFORE THE PARTIES HERETO HAVE SIGNED AT THE PLACE AND AS OF THE DATE FIRST HEREBEABOVE MENTIONED.

TRANSCONTECH INC.

per: [Signature]

PAXGRID TELEMETRIC SYSTEMS INC.

per: [Signature]
SCHEDULE "A"
Our Ref.: 157102-213850  
U.S. Patent Application No. 09/140,759 continuing data as claimed by Applicant from Provisional Patent Application No. 60/056,388 (filed 08/26/97)  
Title: SYSTEM AND METHOD FOR PROVIDING MOBILE AUTOMOTIVE TELEMETRY  
Applicant: MARTIN DANIEL NATHANSON  
Filed: August 26, 1998  
Status: Small Entity

Our Ref.: 157102-220225  
U.S. Provisional Patent Application No. 60/063,218  
Title: TELECOMMUNICATIONS SYSTEM  
Applicant: MARTIN DANIEL NATHANSON  
Filed: October 23, 1997  
Status: Small Entity

Our Ref.: 157102-243130  
International Patent Application No. PCT/CA98/00986  
Title: TELECOMMUNICATIONS SYSTEM  
Applicant: MARTIN DANIEL NATHANSON  
International Filing Date: October 23, 1998  
Priority Date: October 23, 1997  
Priority Application: 60/063,218

Our Ref.: 157102-213850

ABSTRACT OF THE DISCLOSURE

The present invention provides a mobile automotive telemetry system for installation on-board a vehicle, comprising: (i) diagnostic means for monitoring operational functions of the vehicle and generating operational information; (ii) memory for storing the generated operational information; and (iii) a server, in communication with the diagnostic
means and the memory. The server comprises: (a) means to receive a request from a remote client for the generated operational information; (b) means to retrieve the generated operational information from the memory means; and (c) means to transmit the generated operational information to the remote client.

Our Ref.: 157102-243130 and 157102-220225

ABSTRACT OF THE DISCLOSURE

The present invention provides a system for combining separate and incompatible RF packet networks into a hybrid RF packet network offering the least expensive service possible simultaneously with unrestricted territorial coverage. The system comprises two (2) principal components: (i) Hybrid Network Radio enabling access to the hybrid network for a mobile subscriber; and (ii) Hybrid Network Gateway enabling access to the hybrid network for a fixed subscriber. Both of these components incorporate modules enabling them to: (a) interface to the hybrid network as a single abstract data link with a single Internet address; (b) support access to and from the Internet for the subscribers attached to them; and (c) intelligently select the optimal RF path on which to forward packets through the hybrid network, based on dynamically changing impedance conditions in the individual RF packet networks.