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ASSIGNMENT R

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HEET Patents Only

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

Attorney Dkt. No.: 41802/201988

1. Name of conveying party(ies):

Harold Pace II

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

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

Mobile Security Communications, Inc.
2865 Amwiler Road
Suite 500
Atlanta, Georgia 30360-2827

APR - 2 2001

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

3. Nature of conveyance:

 Assignment
 Merger
 Security Agreement
 Change of Name
 Other Patent License Agreement
Execution Date: February 19, 1998

4. Application No. _____ Patent No. 5,712,899

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

Additional numbers attached? Yes No

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

CUSTOMER NO. 000826
ALSTON & BIRD LLP
Bank of America Plaza
101 South Tryon Street, Suite 4000
Charlotte, NC 28280-4000

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: 16-0605

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9. 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.*

Name of Person Signing: Keith E. Broyles
Reg. No. 42,365

March 27, 2001
Date

Total number of pages including cover sheet, attachments, and document: 7

**MOBILE SECURITY COMMUNICATIONS
PATENT LICENSE AGREEMENT**

This Patent License Agreement ("Agreement"), is entered into as of this 19th day of February, 1998 (the "Effective Date"), by and between MOBILE SECURITY COMMUNICATIONS, INC. a Georgia corporation with its principal offices at 2865 Amwiler Road, Suite 500, Atlanta, Georgia 30360-2827 ("MSC"), and HAROLD PACE, II, an individual with a principal address at 1653 Pentecost Way, Number 8, San Diego, California 92105 ("Pace").

Background

Pace is the holder of exclusive rights to certain technical information, including United States Letters Patent No. 5,712,899 issued January 27, 1998, as defined for a Mobile Location Reporting Apparatus and Methods (the "U.S. Patent"), as well as certain rights subject to an international application to be filed under the provisions of the Patent Cooperation Treaty (the "PCT Application"), and have the right to grant licenses to the U.S. Patent and to the PCT Application (when filed). Pace has developed certain Know-How based on his experience with technology which coordinates the transmission of Global Positioning System ("GPS") and voice signals and visual images among a mobile communication unit, a base communication unit, and the GPS, including methods described in the U.S. Patent. MSC desires to obtain, and Pace is willing to grant, an exclusive worldwide license to commercialize and/or otherwise commercially exploit the technology embodied in the above-referenced U.S. Patent and the PCT Application, and the Know-How associated therewith, as that technology relates to the coordinated transmission of Global Positioning System ("GPS") and voice signals and visual images among a mobile communication unit, a base communication unit, and the GPS in the *Automotive Industry*.

Agreement

For and in consideration of the premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree:

1. **Definitions.** The following capitalized terms are used in this Agreement with the meanings thereafter ascribed.

1.1. "Affiliates" means any entity which is controlled by, controls, or is under common control with either party hereto.

1.2. "Patent Rights" shall mean the rights under the U.S. Patent and any patent(s) issuing thereon, or any divisionals, continuations, or reissues thereof and, in addition, all rights existing in or issuing from the PCT Application.

1.3. "Inventions" means any design, concept, information, technology, process, formula, system, method, discovery, or improvement thereof, whether or not shown or described in writing and whether or not patentable, and all works of authorship (including without limitation computer programs, software, firmware, papers, articles, documentation, or other information, published or unpublished), Derivative Works, and any Intellectual Property.

1.5. "Licensed Technology" means the Patent Rights, the Know-How, and all Intellectual Property rights related thereto.

2. License Grant.

2.1. Grant of License. Subject to the terms and conditions of this Agreement, Pace hereby grants to MSC a fully paid up, exclusive license to hold, practice, and exploit for economic advantage, the Licensed Technology in the *Automotive Industry*, including without limitation the right to (a) develop, use, implement, make, have made, sell, and market products, process, and services with the Licensed Technology, and (b) sublicense others to hold, practice, and exploit for economic advantage, the Licensed Technology in the *Automotive Industry*, including without limitation the right to develop, use, implement, make, have made, sell, and market products, process, and services with the Licensed Technology (hereinafter referred to as the "License").



4. **Term, Termination.**

4.1. **Term.** The License granted by Pace to MSC in this Agreement shall expire five (5) years after the Effective Date terms ("Initial Term"). At least thirty (30) business days prior to the expiration of the Initial Term, MSC shall have the right, at its sole option, to extend the term of this Agreement for an additional five (5) years by delivery of written notice to Pace and a one-time payment of _____ ("First Renewal Term"). At least thirty (30) business days prior to the expiration of the First Renewal Term, MSC shall have the right of first refusal to extend the term of this Agreement for an additional five (5) years by delivery of written notice to Pace and by making payment in an amount to be mutually agreed-upon at that time.



6. **Miscellaneous.**

6.1. **Assignment.** Neither party may assign, directly or indirectly, all or part of its/his rights or obligations under this Agreement without the prior written consent of the other party; provided that MSC may assign all of its rights or obligations under this Agreement to any beneficial owner of or successor to all or substantially all of the business assets of MSC and, in such event, MSC shall provide Pace with prompt written notice of such assignment and a written assumption of this Agreement by such successor. For purposes of this Agreement, the term "assignment" shall include any change of control of the ownership of a party or the ownership of a majority interest in a party, including without limitation, via the sale of the stock of the party or any parent company thereof.



6.12. **Binding Agreement.** This Agreement and all covenants, promises and agreements herein shall be binding on all parties hereto upon mutual execution thereof, and shall be binding upon and inure to the benefit of each party and its/his respective permitted successors and assigns.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized representatives to become effective as of the date first above written.

MOBILE SECURITY COMMUNICATIONS, INC.


HAROLD PACE, II

By:



Orville R. Gordon, President

By:



Harold Pace, II



