

FORM PTO-1595 (MODIFIED) (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings 3333

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

<p>1. Name of conveying party(ies):</p> <p style="text-align: center;">Holland Technologies, LLC</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Networkcar, Inc.</p> <p>Internal Address:</p> <p>Street Address: 4510 Executive Drive, Plaza 7</p> <p>City: San Diego State: CA Zip: 92121</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input checked="" type="checkbox"/> Other Agreement for Purchase of Intellectual Property</p> <p>Execution Date: October 24, 2002</p>	

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: _____

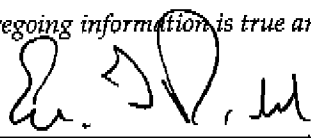
A. Patent Application No.(s)	B. Patent No.(s) 6,295,492
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Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed.</p> <p>Name: Eric L. Prahl</p> <p>Internal Address: Hale and Dorr LLP</p> <p>Street Address: 60 State Street</p> <p>City: Boston State: MA ZIP: 02109</p>	<p>6. Total number of applications and patents involved: 1</p> <p>7. Total fee (37 CFR 3.41).....\$40.00</p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p><input checked="" type="checkbox"/> Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account</p> <p>8. Deposit account number: 08-0219</p> <p style="font-size: small;">(Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

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.

<p>Eric L. Prahl, No. 32,590</p> <p>Name of Person Signing</p>	 <p>Signature</p>	<p>November 5, 2002</p> <p>Date</p>
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Total number of pages including cover sheet, attachments, and document: _____

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

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Page 21 774

Agreement for Purchase of Intellectual Property

This agreement ("Agreement") summarizes the intentions of Holland Technologies, LLC., a Washington LLC having representative legal agent 1420 5th Ave., Seattle, WA. 98101 ("Seller") to assign U.S. Patent 6,295,492 ("the Patent") to Networkcar, Inc., a Delaware corporation having offices at 4510 Executive Drive, Plaza 7, San Diego, CA 92121 ("Purchaser") according to terms described in this Agreement.

It is the understanding of both the Seller and Purchaser that the Seller will assign the Patent to the Purchaser according to the specific terms and conditions of the Agreement, stated below:

Assignment: The Seller asserts that it is the current assignee of the Patent pursuant to a public sale conducted October 17, 2002 under RCW.62A.9-610, and that on that date Seller acquired all of Infomove, Inc.'s rights in the Patent. Pursuant to this Agreement, the Seller conveys to Purchaser any and all title and rights it acquired and currently holds in the Patent.

Field: The field of the Patent relates to systems for vehicle telematics.

Territory: The territory subject to the Agreement is that associated with the Patent.

The Patent: A valid U.S. patent, currently assigned to Seller alone, listed in Exhibit A and summarized below:

<u>Patent</u>	<u>Title</u>
6,295,492	system for transmitting and displaying multiple, motor vehicle information

The Patent includes reissues, reexaminations, extensions, and divisional, continuation, foreign patent applications and patents, and continuation-in-part patents and applications related to the above-mentioned patent.

Following execution of this Agreement, both parties agree to the following:

Assignment to Purchaser: Seller assigns all rights of the Patent to the Purchaser. Seller assigns the Patent to Purchaser by executing the Assignment shown in Exhibit A. Following the Assignment to Purchaser, Purchaser will be the assignee of the Patent, subject to rights as described in Title 35 of the United States Code.

License Grant to Seller: Purchaser will work in good faith to negotiate with Seller a nonexclusive license to purchase, use, and resell products covered by the Patent.

Term: The term of the Agreement shall be up to the latest expiration date of the Patent then in effect, including any term extensions or equivalents thereof, in the Territory.



*Confidential
October 23, 2002*

Payments: Purchaser shall compensate Seller for an amount of \$200,000 in exchange for assignment to the Patent.

Patent Filing/Maintenance: Purchaser shall have full responsibility for overseeing and attending to the costs of maintaining prosecution of the Patent.

Patent Enforcement: Seller will apprise Purchaser of any notice, knowledge, or belief that the Patent is being infringed in the Territory. Purchaser shall have the first right, but not the obligation, to prosecute or defend any claims made against or by any third parties relating to any intellectual property right relating to the Patent in the Territory.

Sublicensing and Other Commercial Agreements: Seller may not, without the Purchaser's written consent, sublicense or otherwise transfer its rights and obligations under the Agreement.

Assignment: Seller may not, without the Purchaser's written consent, assign its rights and obligations under the Agreement. Such assignments, if consented to by the Purchaser, shall provide that any assignee assume any rights and obligations of the Agreement.

Dispute Resolution: It is understood that, in general, management individuals associated with both the Seller and Purchaser will resolve disputes relating to the terms of this Agreement. In the event that management individuals cannot resolve the dispute, the matter shall be presented to the respective CEOs of Seller and Purchaser for resolution. In the event that the CEOs cannot resolve the dispute, the matter shall be subject first to mediation, and if not resolved, then subject to binding arbitration for resolution.

Agreements for Noncompetition and Confidentiality: Both Seller and Purchaser agree to adhere to any existing and future Agreements for Noncompetition and Confidentiality executed by the two parties, and any other agreements associated with the Patent. Known existing Agreements are included in Exhibit C. The undersigned and their counsel agree to keep the material terms of this Agreement confidential and agree not to disclose any information concerning the same, provided that the parties to this Agreement may make such disclosures as are required by law and as are necessary for legitimate law enforcement, registration or compliance purposes.

Termination: The Agreement can be terminated if any claims of the Patent is invalidated or reduced in scope by any means. The Agreement can also be terminated by a breach of either Seller or Purchaser of any of the terms and conditions of the Agreement, subject to cure/remedy provisions, to be negotiated.

Confidential
October 21, 2002

This Agreement has been read and understood by both parties.

NETWORKCAR, INC.

Holland Technologies, LLC.

By: [Signature]
Title: CEO
Date: 10/24/02

By: [Signature]
Title: Owner
Date: 10/25/02