
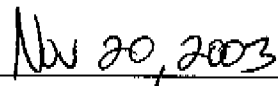

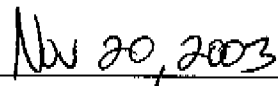

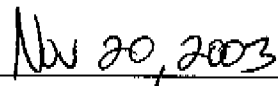


Our Ref: 7625 US

RECORDATION FORM COVER SHEET PATENTS ONLY

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

1. Name of conveying party(ies): Eicon Networks Corporation Additional names(s) of conveying party(ies) attached <input type="checkbox"/> yes <input checked="" type="checkbox"/> no		2. Name and address of receiving party(ies): Name: AlphaNet Hospitality Systems Inc. Internal Address: Street Address: 55 St. Clair Avenue West, Ste 400 Toronto, Ontario, Canada M4V 2Y7 Additional names(s) and addresses attached <input type="checkbox"/> yes <input checked="" type="checkbox"/> no				
3. Nature of Conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other ...Patent License Agreement		Execution Date: May 26, 2003				
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): 4,969,184</td> </tr> </table> Additional numbers attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no				A. Patent Application No.(s):	B. Patent No.(s): 4,969,184	
A. Patent Application No.(s):	B. Patent No.(s): 4,969,184					
5. Name and address of party to whom correspondence concerning documents should be mailed: Douglas S. Johnson 133 Richmond Street West, Suite 301 Toronto, Ontario Canada M5H 2L7		6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41): \$40.00 <input type="checkbox"/> enclosed <input checked="" 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> Frank Farfan Name of Person Signing </td> <td>  Signature </td> <td>  Date </td> </tr> </table> Total number of pages including cover sheet, attachments, and documents:				Frank Farfan Name of Person Signing	 Signature	 Date
Frank Farfan Name of Person Signing	 Signature	 Date				

Fax (1 703 306 5995) documents to be recorded with required cover sheet information to:
 Director- US Patent and Trade-mark Office, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 040752 4969184

700053700

PATENT
REEL: 014146 FRAME: 0135

CANADA)
) TO ALL WHOM THESE PRESENTS
PROVINCE OF ONTARIO)
)
) MAY COME, BE SEEN OR BE KNOWN

To Wit

I, FRANK PAUL FARFAN, a Notary Public, in and for the Province of Ontario, by Royal Authority duly appointed, residing at the City of Toronto in said Province, DO CERTIFY AND ATTEST that the paper-writing hereto annexed is a true copy of a document produced to me and purporting to be a Patent License Agreement dated May 26, 2003 between Eicon Networks Corporation and AlphaNet Hospitality Systems Inc., with a copy of an 'Annex A' attached thereto, the said copy having been compared by me with the original document, an act whereof being requested I have granted under my Notarial Form and Seal of Office to serve and avail as occasion shall or may require.

IN TESTIMONY WHEREOF I have hereto subscribed my name and affixed my Notarial Seal of Office at the City of Toronto, Ontario, Canada this 30th day of October, 2003.


A Notary Public
in and for the Province of Ontario

ANNEX C**PATENT LICENSE AGREEMENT**

This Patent License Agreement ("Agreement") is entered into as of the date of execution hereof by and between Eicon Networks Corporation, a Canadian corporation with an address at 9800 Cavendish Blvd., Montreal, Quebec, Canada H4M 2V9 ("Eicon") and AlphaNet Hospitality Systems Inc., a Delaware corporation with an address at 55 St. Clair Avenue West, Suite 400, Toronto, Ontario, Canada M4V 2Y7 ("AlphaNet").

PREAMBLE

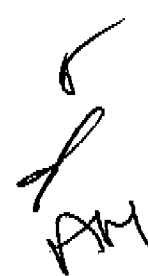
Whereas the parties have entered into a separate Patent Purchase Agreement of even date ("Purchase Agreement") whereby pursuant to the detailed terms thereof Eicon has become the owner of United States Patent Number 4,969,184 and of any rights in any corresponding patents issued or applications pending in other countries (including, but not limited to, in the European Patent Office) as listed in Annex A of this Agreement (collectively the "Patents"), and AlphaNet has become entitled to certain licenses thereunder;

Whereas AlphaNet's present business relates to the field of facsimile machines and systems used in the hospitality trade and related services ("AlphaNet's Field"); and,

Whereas the parties wish to evidence publicly the existence AlphaNet's rights.

NOW THEREFORE, the parties hereby agree as follows:

- 1) **Preamble.** The preamble of this Agreement constitutes an integral part of the Agreement as if it were set out at length herein.
- 2) **License.** Eicon hereby grants to AlphaNet an irrevocable, paid-up, royalty-free right, license and privilege to make, use, sell or offer to sell products or methods within the scope of the Patents, including without limitation to use the Patents for development or otherwise and as part of AlphaNet's products and services which are marketed and distributed by AlphaNet. The license shall be sole and exclusive in AlphaNet's Field and non-exclusive (and subject to certain restrictions set out in the Purchase Agreement) in other fields. In the event of any conflict between this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern. Notwithstanding any breach by AlphaNet of this Agreement or the Purchase Agreement, this license may not be terminated by Eicon. This license shall apply to any and all, and only to, countries in which any Patents subsist and only for as long as any such Patents subsist; nothing in this Agreement shall be interpreted as requiring a

Handwritten signature and initials, possibly "AM", in the bottom right corner.

license for any country in which no Patent subsists or after expiry or other termination of any Patent which did subsist.

- 3) **Right to Sub-License and to Sue.** AlphaNet shall be entitled to enter into agreements to sub-license any or all of its rights granted hereunder strictly insofar as they relate to AlphaNet's Field. Nothing herein provides AlphaNet with any right to sub-license outside of AlphaNet's Field. AlphaNet and any sub-licensees shall, as licensees, have the right to sue for patent infringement, if so permitted by the laws of the relevant jurisdiction, within AlphaNet's Field and in the case of AlphaNet in any other field in which it is operating pursuant to this Agreement.
- 4) **Term.** This Agreement shall continue until expiry of the last of the Patents.
- 5) **Assignment.** This Agreement is assignable in whole or in part by written notice to the other party, provided that the assignee commits to the other party in writing that it will fully respect the terms of this Agreement and any related agreement.
- 6) **Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 7) **Independent Contractors.** The parties to this Agreement are independent contractors and are not agents or representatives of each other. Neither party shall have the power to bind the other, nor shall either party misstate or misrepresent its relationship hereunder.
- 8) **Headings.** The headings in this Agreement are for illustrative purposes only and do not affect the meaning or interpretation of this Agreement.
- 9) **Authorized Representatives.** Each party warrants that the person who signs this Agreement on its behalf is authorized and empowered to do so.
- 10) **No Waiver.** Neither party shall, by mere lapse of time, without giving notice or taking other action hereunder, be deemed to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other shall not be construed as, or constitute, a continuing waiver of such breach or of breaches of the same or other provisions of this Agreement.
- 11) **Rights Cumulative.** Except as otherwise set forth herein, the rights and remedies of the parties set forth herein are in addition to, and not in substitution of, any right or remedy available to the parties at law or in equity.
- 12) **Governing Law.** This Agreement shall be interpreted according to the laws of Ontario, Canada and the courts of Ontario (or the Federal Court of Canada) shall be the exclusive venue for any claim between the parties related to this Agreement.
- 13) **Entire Agreement.** The parties hereto acknowledge that this Agreement and the documents referred to herein and in the Purchase Agreement is the complete and exclusive statement of agreement and supersedes all prior understandings and other communications between the parties relating to the matters included herein. This

Agreement may be amended only by a subsequent writing that specifically refers to this Agreement and that is signed by both parties.

- 14) **Counterparts.** This Agreement may be signed in counterparts, all copies together shall be considered to constitute one agreement and the parties may fully rely on a facsimile copy hereof.
- 15) **Enurement.** This Agreement shall be binding upon and enure to the benefit of the successors and assigns of both parties.
- 16) **Language.** This Agreement has been drafted in English at the express wish of the parties. Ce contrat a été rédigé en anglais à la demande expresse des parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their representatives duly authorized for such purposes as they so declare.

Eicon Networks Corporation

AlphaNet Hospitality Systems Inc.

Per: 

Per: 

Name: Anthony Houlihan

Name: Ian Edmonds

Title: VP Legal + Contracts

Title: Board Member

Date: May 26, 2003

Date: May 26, 2003



Randy Hazen

Board member

5-26-03

ANNEX A

Foreign Counterparts of US Patent 4,969,184

<u>Country of Issue</u>	<u>Number</u>	<u>Date of Issue/Publication</u>
Canada	CA2008573	April 10, 2001
Canada	CA2008574	November 30, 1999
Japan	JP5506128 T2	
Germany	DE69014209	
Australia	AU655914	
Europe	EP0527722	