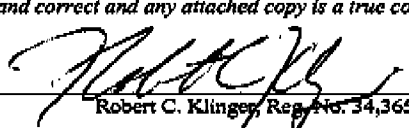


FORM PTO-1595	RECORDATION FORM COVER SHEET Patents Only	U.S. Department of Commerce Patent and Trademark Office
Docket Number: 106645.00007		
To the Ass't Commissioner for Patents. Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): Tim Patterson Erwin Holowick Kenneth J. Derry Jason R. Pickham	2. Name and Address of receiving party(ies): Name: Datamatic, Ltd Address: 3600 K Avenue City: Plano, Texas 75074 Country: United States Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: January 18, 1998; April 3, 2000; January 11, 2005 and January 12, 2005		
4. Application number(s) or patent number(s). <input type="checkbox"/> This document is being filed together with a new application. Execution date of the application: September 28, 2004 Title: AUTOMATED METER READER DEVICE HAVING OPTICAL SENSOR WITH AUTOMATIC GAIN CONTROL		
A. Patent Application No.(s) S.N 10/952,044 Filed: September 28, 2004 Additional number attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		B. Patent No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Name and address of party to whom correspondence concerning document should be mailed: Robert C. Klinger Jackson Walker LLP 2435 North Central Expressway, Suite 600 Richardson, TX 75080 Tel: (972) 744-2902	6. Number of applications and patents involved: <u> (1) </u>	
DO NOT USE THIS SPACE		
7. Amount of fee authorized to be charged: \$40.		
8. Deposit Account No: 50-1752		
9. Statement and signature. <i>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.</i> January 13, 2005 Date _____ <div style="text-align:right;">  _____ Robert C. Klinger, Reg. No. 34,365 </div>		
Total Number of Pages Including Cover Sheet, Attachments and Document: <u> 9 </u>		

CH \$40.00 501752 10952044

ATTORNEY'S DOCKET NO.
106645.00007

ASSIGNMENT

WHEREAS, I, the undersigned inventor (or one of the undersigned joint inventors), of residence as listed, having invented certain new and useful improvements as below entitled, for which application for United States Letters Patent is made, the said application having U.S. Serial No. 10/952,044 filed September 23, 2004; and

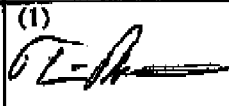

WHEREAS, Datamatic, Ltd., a corporation organized and existing under the laws of the State of Texas, with its principal office at 3600 K Avenue, Plano, Texas 75074 is desirous of acquiring my entire right, title and interest in and to the said invention, and to the said application and any Letters patent that may issue thereon;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, I hereby sell and assign to the said Datamatic, Ltd., its successors and assigns, my entire right, title and interest in and to the said invention and in to the said application and all patents which may be granted therefore, and all divisions, reissues, substitutions, continuations, and extensions thereof; and I hereby authorize and request the Commissioner of Patents and Trademarks to issue all patents for said invention, or patent resulting therefrom, insofar as my interest is concerned, to the said Datamatic, Ltd as assignee of my entire right, title and interest.

I also hereby sell and assign to Datamatic, Ltd, its successors and assigns, my foreign rights to the invention disclosed in said application, in all countries of the world, including the right to file applications and obtain patents under the terms of the International Convention for the Protection of Industrial Property, and of the European Patent Convention, and further agree to execute any and all patent applications, assignments, affidavits, and any other papers in connection therewith necessary to perfect such patent rights.

I hereby further agree that I will communicate to said Datamatic, Ltd., or to its successors, assigns, and legal representatives, any facts known to me respecting said invention, and at the expense of said assignee company, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, reissue and substitute applications, make all lawful oaths, and generally do everything possible to aid said Datamatic, Ltd., its successors, assigns and nominees to obtain and enforce proper patent protection for said invention in all countries.

IN WITNESS WHEREOF, I hereunto set hand and seal this day and year;

TITLE OF INVENTION	AUTOMATED METER READER DEVICE HAVING OPTICAL SENSOR WITH AUTOMATIC GAIN CONTROL		
SIGNATURE OF INVENTOR AND NAME	(1)  Tim Patterson	(2) Erwin Holowick	(3)  Kenneth J. Derry
DATE	1/11/05		1/12/05
RESIDENCE (City, State)	Mesquite, Texas	Manitoba, Canada	McKinney, Texas

After recording return Assignment to:

Robert C. Klinger
Jackson Walker LLP
2435 North Central Expressway, Suite 600
Richardson, TX 75080

ATTORNEY'S DOCKET NO.
106545.00007

ASSIGNMENT

WHEREAS, I, the undersigned inventor (or one of the undersigned joint inventors), of residence as listed, having invented certain new and useful improvements as below entitled, for which application for United States Letters Patent is made, the said application having U.S. Serial No. 10/932,044 filed September 28, 2004; and

WHEREAS, Datamatic, Ltd., a corporation organized and existing under the laws of the State of Texas, with its principal office at 3600 K Avenue, Plano, Texas 75074 is desirous of acquiring my entire right, title and interest in and to the said invention, and to the said application and any Letters patent that may issue thereon;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, I hereby sell and assign to the said Datamatic, Ltd., its successors and assigns, my entire right, title and interest in and to the said invention and in to the said application and all patents which may be granted therefore, and all divisions, reissues, substitutions, continuations, and extensions thereof; and I hereby authorize and request the Commissioner of Patents and Trademarks to issue all patents for said invention, or patent resulting therefrom, insofar as my interest is concerned, to the said Datamatic, Ltd as assignee of my entire right, title and interest.

I also hereby sell and assign to Datamatic, Ltd, its successors and assigns, my foreign rights to the invention disclosed in said application, in all countries of the world, including the right to file applications and obtain patents under the terms of the International Convention for the Protection of Industrial Property, and of the European Patent Convention, and further agree to execute any and all patent applications, assignments, affidavits, and any other papers in connection therewith necessary to perfect such patent rights.

I hereby further agree that I will communicate to said Datamatic, Ltd., or to its successors, assigns, and legal representatives, any facts known to me respecting said invention, and at the expense of said assignee company, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, reissue and substitute applications, make all lawful oaths, and generally do everything possible to aid said Datamatic, Ltd., its successors, assigns and nominees to obtain and enforce proper patent protection for said invention in all countries.

IN WITNESS WHEREOF, I hereunto set hand and seal this day and year;

TITLE OF INVENTION	AUTOMATED METER READER DEVICE HAVING OPTICAL SENSOR WITH AUTOMATIC GAIN CONTROL		
SIGNATURE OF INVENTOR AND NAME	(4) Jason R. Pickham	(5)	(6)
DATE			
RESIDENCE (City, State)	McKinney, Texas		

After recording return Assignment to:

Robert C. Klinger
Jackson Walker LLP
2435 North Central Expressway, Suite 600
Richardson, TX 75080

CONTRACT ENGINEERING AGREEMENT

This agreement is dated January 18, 1998 and is by and between Datamatic, Inc., a Texas corporation located at Suite 450, 715 North Glenville Drive, Richardson, Texas, USA 75081 ("DI") and Holowick Engineering Inc., a Manitoba corporation located at P.O. Box 292, Oakbank, Manitoba, Canada, ROE 1J0 ("HEI"), (the "Agreement").

RECITALS

WHEREAS, DI wishes to develop and market automated meter reading systems ("AMR") for electric, gas and water meters using certain hardware and software components of a system;

WHEREAS, HEI has experience and expertise in design and development of AMR hardware;

WHEREAS, DI wishes to engage HEI to design and develop certain AMR hardware (the "Product");

IN CONSIDERATION of the terms and conditions described herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

TERMS

1. **NATURE OF WORK:** The parties acknowledge that HEI's performance under this Agreement shall be deemed as creating works made for hire as that term is used in the copyright laws, Title 17, United States Code. It is agreed that DI shall retain all copyright, patent, trade secret and proprietary property interests in the Product, materials, tools, jigs and documentation produced or created pursuant to this Agreement.
2. **OBLIGATIONS OF HEI:** HEI agrees to:
 - a) Design, define, develop, test, document, fabricate tools and jigs and build prototype(s) of the Product described in the Statement of Work attached to and made a part of this Agreement as Exhibit 1.
 - b) Deliver the materials, Product and/or documents and complete the work described in and by the due dates indicated on the Product Development Schedule attached to and made a part of this Agreement as Exhibit 2.

7. **TERMINATION:** This Agreement may be terminated in accordance with the following provisions:

a) Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

b) In the event either party fails to perform any of its obligations under this Agreement and the non-failing party notifies the failing party in writing of the details of said failure of performance, then, the non-failing party, at its option may terminate this Agreement by written notice to the failing party if the failing party does not cure the failure within fifteen (15) days of receiving the first written notice.

c) DI may terminate this Agreement if HEI does not cure any deficiency noticed by DI during the acceptance evaluation period as provided for in Paragraph 3.a) ii).

d) In the event this Agreement is terminated, all Product, materials, documentation, tools and jigs become the property of DI

8. **INVENTIONS:** HEI hereby represents to DI that it has, prior to the commencement of this Agreement, valid and sufficient arrangements and agreements with its respective employees and subcontractors, such that the ownership of any and all inventions made by an employee or subcontractor vests in DI. Any invention arising from HEI's work under this Agreement shall be owned exclusively by DI. HEI agrees to provide reasonable assistance to DI in the event DI files applications for patent or copyright protection.

9. **GOVERNING LAW:** This Agreement shall be construed and governed in accordance with the laws of the state of Texas.

10. **ENTIRE AGREEMENT:** It is agreed that this Agreement embodies the entire agreement of the parties in relation to the subject matter hereunder, and that there is no other oral or written agreement or understanding between the parties at the time of the execution pertaining to the subject matter of this Agreement. This Agreement shall not be modified except by the written agreement of the parties.

11. **LEGAL CONSTRUCTION:** In case any one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

12. **ATTORNEYS FEES:** In the event either party is required to employ an attorney to enforce the provisions of this Agreement or any part hereof, or is required to

commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitle to recover form the other reasonable attorneys' fees and court costs incurred in connection with such enforcement, including, but not limited to, collection agency fees and attorneys' litigation fees.

IN WITNESS WHEREOF, parties have caused this Agreement to be duly executed effective as of the date first above stated.

DATAMATIC, INC.

By: [Signature]

Print: KEN KARLSON

Title: CEO

HOLOWICK ENGINEERING, INC.

By: [Signature]

Print: Erwin Holowick, P. Eng.

Title: President

EMPLOYEE INVENTION AND CONFIDENTIALITY AGREEMENT

The undersigned is being hired to perform services as an employee (or independent contractor) for Datamatic, Inc. ("DI"). In consideration for such engagement with DI in a capacity in which the undersigned may receive, or contribute to the production of, Proprietary Information (as defined below), and in consideration of salary and benefits to be received therefore, the undersigned agrees as follows:

1. For purposes of this Employee Invention and Confidentiality Agreement ("Agreement"), the term "Proprietary Information" shall mean information or material which was obtained by the undersigned during, through or as a result of the undersigned's engagement with DI, and shall include information developed, conceived, originated, or discovered, in whole or in part by the undersigned.

Proprietary Information shall mean and include (but shall not be limited to) the following forms of information, whether or not reduced to writing or physical embodiment: discoveries, ideas, concepts, software (including source code, object code, and software in development), designs, drawings, specifications, techniques, models, research, development, processes, procedures, marketing techniques, marketing and business development plans, research and development plans, customer data, price information, financial information, bids to suppliers and customers, and bidding procedures.

The following items are specifically designated by DI as Proprietary Information:

- (a) Software routines (including without limitation the display routines, the routines permitting alteration in direction and sequence, and interface routines permitting the communication of data over telephone lines).
- (b) DI's keyboard layout.
- (c) The prompting sequences embodied in DI's software.

The term Proprietary Information shall not be deemed to include information publicly known in the trade at the time the undersigned first learns of the information, or which later becomes commonly known in the trade; nor shall the term include general knowledge or general trade information which the undersigned has learned in the course

of his engagement nor information already in the possession of the undersigned prior to his engagement.

2. The undersigned acknowledges and agrees that DI's Proprietary Information, and any embodiment thereof, shall belong to and be used exclusively by DI, and the undersigned agrees to return all Proprietary Information, and any embodiment thereof, to DI upon request, or upon termination of the undersigned's employment with with DI. The undersigned further agrees that he will not make or retain any copies of DI's Proprietary Information, or any embodiment thereof, and that he will so represent in writing to DI upon termination of his engagement.

3. The undersigned promises and agrees that at all times, both during and after his engagement with DI, he will keep in trust and confidence all Proprietary Information, and will not use or disclose any Proprietary Information, or any embodiment thereof, either on his own behalf or on behalf of any other person or entity, except as may be necessary in the performance of his duties as an independent contractor of DI and on behalf of DI.

4. The undersigned agrees that he will disclose to DI all inventions, improvements, original works of authorship, formulas, processes, computer programs, techniques, routines, concepts, ideas, and innovations (hereinafter referred to, for convenience only, as "Discoveries"), made or conceived by him, whether or not patentable or copyrightable, either solely or in concert with others, and whether or not made or conceived during working hours, during the period of his engagement with DI, which: (a) relate to the existing or contemplated business or research activities of DI; (b) result from the use of DI's time, materials, or facilities; or (c) are suggested by or result from work performed at or for DI; and the undersigned agrees that all such Discoveries shall be the exclusive property of DI, and shall not be used by or disclosed to any other person or entity.

5. The undersigned hereby assigns to DI his entire right, title and interest in and to all Discoveries, and the undersigned agrees that all Discoveries are the property of DI and/or reserved for the exclusive use and benefit of DI. The undersigned agrees to execute and deliver any document and take such further action as may be considered necessary or advisable by DI at any time during or subsequent to the period of the undersigned's engagement with DI to obtain and/or defend letters patent in any country and to vest title to such Discoveries in DI. The undersigned further agrees to assist DI to obtain and enforce

patents, copyrights, and/or any other statutory or common law protection available as to any such Discovery. The undersigned further agrees to execute all documents deemed necessary or advisable by DI for use in applying for or obtaining patents, copyrights or any other statutory or common law protection for such Discoveries, and for enforcing the same.

The undersigned acknowledges that his obligations under this paragraph shall continue beyond the termination of his engagement with DI, but that after such termination DI shall compensate the undersigned individually at a reasonable rate for time actually spent at DI's request in such assistance.

6. The undersigned represents that he has identified on Exhibit A, attached hereto, a complete list of all Discoveries which he has made or conceived prior to his engagement with DI, and which he desires to exclude from the operation of the Agreement. (If there are no such Discoveries designated, the undersigned acknowledges that he has neither made nor conceived of any such Discoveries at the time of signing this Agreement). The undersigned hereby represents that there are ____ Discoveries identified in Exhibit A.

7. The undersigned agrees that during the period of his engagement by DI he will not, without DI's prior written consent, engage in any other employment or activity in any business in which DI is now or may hereafter become engaged.

8. The undersigned represents that his performance of the terms of this Agreement and his performance of his duties for DI will not result in the breach of any agreement to keep in confidence another's proprietary information which he entered into prior to his engagement by DI.

9. The undersigned agrees that DI may notify any person or entity subsequently employing him, or evidencing an intention to employ him, as to the existence of this Agreement and terms thereof, and may provide to any such person or entity a copy of this Agreement.

10. The undersigned agrees that during his engagement with DI and for a period of one year following termination of such engagement (regardless of the reasons for such termination), the undersigned will not, alone or with other, nor on behalf of any other person, firm, partnership, corporation, or entity, undertake to compete with DI, or become employed by any person or entity in competition with DI, and will not solicit the business of DI's customers or potential customers.

11. The undersigned further agrees that for a period of six months immediately following the termination of his engagement with DI for any reason, he will not either directly or indirectly, on his behalf or on the behalf of any other person or entity, solicit any of the customers or clients of DI who it is his responsibility to sell to, service, or call on, or with whom he became acquainted, during his engagement with DI.

12. The undersigned is aware that his breach of this Agreement may cause DI irreparable harm for which it may not be adequately compensated by money damages; accordingly, the undersigned acknowledges that in the event of a breach or threatened breach by him of this Agreement, DI shall be entitled to injunctive or other preliminary or equitable relief in addition to such other remedies as may be available by law.

13. In the event that any of the provisions contained in this Agreement shall for any reason be deemed invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

14. This Agreement embodies the entire agreement between DI and employee, and supersedes all other oral or written representations or agreements pertaining to the subject matter of the Agreement, and providing that the agreement shall not be modified except by the written agreement of both parties.

15. The undersigned hereby acknowledges that he has fully and completely reviewed the terms of this Agreement, and that he understands his obligations under this Agreement

16. This Agreement shall inure to the benefit of DI and its successors and assigns.

DATED:

4/3/ 1900