



102914357

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

## 1. Name of conveying party(ies):

Xplore Technologies Corporation  
6535 Mississauga Road  
Mississauga, Ontario  
L5N 1A6Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Purchase Agreement

Execution Date: November 5, 2002

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

Name: Phoenix Enterprises LLCInternal Address: c/o Phillip Sassower12th FloorStreet Address: 135 East 57th StreetCity: New York State: NY Zip: 10022Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 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)

US2002/0078291

## B. Patent No.(s)

6,028,765, 6,101,087, 6,426,872 and 6,504,710, andAdditional numbers attached? ☐ Yes ☒ No

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

Name: Michael ShanahanInternal Address: BROWN RAYSMAN MILLSTEINFELDER & STEINER LLPStreet Address: 900 Third AvenueCity: New York State: NY Zip: 100226. Total number of applications and patents involved: 57. Total fee (37 CFR 3.41).....\$ 200☐ Enclosed See annexed Doc. ID. No. 102435640☒ Authorized to be charged to deposit account

## 8. Deposit account number:

02-4270

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

## 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.*Michael Shanahan, Reg. No. 43,914

Name of Person Signing

  
Signature12/23/04  
DateTotal number of pages including cover sheet, attachments, and documents: 12

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

12/29/2004 METACHE 00000056 024270 6028765

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**XPLORE TECHNOLOGIES CORP.**

(as the "Corporation")

and

**PHOENIX ENTERPRISES LLC,  
PHOENIX ENTERPRISES FAMILY FUND, LLC, and  
PHILIP S. SASSOWER 1996 CHARITABLE REMAINDER ANNUITY TRUST**

(collectively, "Phoenix")

and

**EACH OF THE LENDERS LISTED  
ON SCHEDULE 1 ATTACHED HERETO**

(together with Phoenix, as the "Lenders")

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**DEBENTURE PURCHASE AGREEMENT  
November 5, 2002**

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## DEBENTURE PURCHASE AGREEMENT

THIS AGREEMENT is made the 5<sup>th</sup> day of November, 2002, by and among **Xplore Technologies Corp.**, a corporation incorporated under the laws of the Province of Ontario (the "**Corporation**"), **Phoenix Enterprises LLC**, a limited liability company organized under the laws of the State of Delaware, **Phoenix Enterprises Family Fund, LLC** (the "**Fund**") and **Philip S. Sassower 1996 Charitable Remainder Annuity Trust** (the "**Trust**" and together with Phoenix Enterprises LLC and the Fund, "**Phoenix**") and each of the other lenders listed on Schedule 1 attached to this Agreement (Phoenix and each such lender, a "**Lender**" and collectively, the "**Lenders**")

WHEREAS the Corporation is in the business of engineering, developing, integrating and marketing ruggedized mobile wireless pen-based computing systems;

WHEREAS the Lenders agree to subscribe for and purchase from the Corporation, and the Corporation agrees to issue to the Lenders, units (the "**Units**") each consisting of (a) a secured debenture of the Corporation

### ARTICLE 1. TRANSACTIONS

#### Section 1.1. Issuance of Debentures and Share Purchase Warrants to the Lenders.

On the terms and subject to the conditions hereof, on the Closing Date each Lender will purchase from the Corporation and the Corporation will issue and sell to each such Lender that number of Units as is set forth opposite such Lender's name on Schedule 1.

#### Section 1.2. Purchase Price

**“Secured Property”** means all property and assets of the Corporation subjected to the security interest under Section 4.1, including without limitation all Intellectual Properties.

#### **ARTICLE 4. SECURITY**

##### **Section 4.1. Charge**

(a) In consideration of the sum of Ten Dollars (\$10.00) now paid to it by each Lender (receipt of which is hereby acknowledged), and to secure the due payment of the principal, interest and all other moneys from time to time owing upon the security of this Agreement, and the performance by the Corporation of all its Obligations hereunder, but subject to the exceptions set forth in Section 4.2, the Corporation hereby grants to each Lender a security interest in, and charges with payment to each Lender of all sums payable hereunder as and by way of a fixed and a floating charge, the whole of the undertaking of the Corporation and all of its property and assets, real and personal, movable and immovable, tangible and intangible, of every nature and kind whatsoever, whosoever situate, both present and future.

(b) The Corporation and each Lender hereby acknowledge that (i) value has been given to the Corporation by such Lender, (ii) the Corporation has rights in the Secured Property (other than after-acquired property), and (iii) they have not agreed to postpone the time of attachment of the security granted hereunder.

(z) **Intellectual Property.** The Corporation and each Subsidiary owns all right title and interest in or to, or have valid and enforceable rights to use all of the Intellectual Property including the trade marks, trade or brand names, corporate names and service marks set out in Schedule 5.1(z), free and clear of all Encumbrances except Permitted Encumbrances.

**IN WITNESS WHEREOF**, the parties hereto have caused this Debenture Purchase Agreement to be duly executed by their respective authorized officer as of the date first above written.

**XPLORE TECHNOLOGIES CORP.**

By: 

Name: Brian Groh

Title: Chief Executive Officer

**PHOENIX ENTERPRISES LLC**

By: \_\_\_\_\_

Name: Philip S. Sassower

Title: Chief Executive Officer

BRMPS1 356614v1

**PATENT**  
**REEL: 016105 FRAME: 0319**

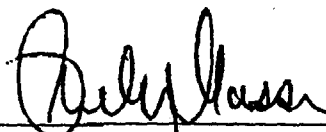


IN WITNESS WHEREOF, the parties hereto have caused this Debenture Purchase Agreement to be duly executed by their respective authorized officer as of the date first above written.

XPLORE TECHNOLOGIES CORP.

By: \_\_\_\_\_  
Name: Brian Groh  
Title: Chief Executive Officer

PHOENIX ENTERPRISES LLC

By:  \_\_\_\_\_  
Name: Philip S. Sassower  
Title: Chief Executive Officer

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11/05/2002 TUE 10:42 [TX/RX NO 9847] 003

PATENT  
REEL: 016105 FRAME: 0320

## Schedule 5.1(z)

### Intellectual Property

#### Patent & Technology Summary

Patent #	Type	Description	Inventors	Grant Date	Life
6,028,765	US	Removable Hand Grips For A Portable Pen Based Computer	Swindler/Groh	Feb 22/00	20 years
2,367,773	CDN	Removable Hand Grips For A Portable Pen Based Computer	Sutton/Swindler/Groh/ Perley/Clifton	July 2/02	20 years
6,101,087	US	Portable Pen Based Computer and Auxiliary Unit For Use With A Vehicular Docking Station	Sutton/Swindler/Groh/ Perley/Clifton	Aug 8/00	20 years
6,426,872 B1	US	Portable Pen Based Computer with Vehicular Docking Station	Sutton/Swindler/Groh/ Perley/Clifton	July 30/02	20 years
Published CA Application 2,239,848	CDN	Portable Pen Based Computer With Removable Hand Grips With Vehicular Docking Station	Sutton/Swindler/Clifton/ Groh/Perley		
U.S. 2002/0078291 Published Application	US	Portable Pen Based Computer With Vehicular Docking Station	Sutton/Swindler/Clifton/ Groh/Perley		

**United States Trademark Registrations**

Mark	Listed Owner	Class	Reg. No.	Reg. Date
XPLORE TECHNOLOGIES & Design	Xplore Technologies Corporation of America	"Computer hardware, namely, modular, ruggedized, mobile pen/touch computer capable of wireless and connectivity expansion" in Class 9	2,259,808	07/06/1999
GENESYS & Design	Xplore Technologies Corporation of America	"Computer hardware, namely, modular, ruggedized, mobile pen/touch computer capable of wireless and connectivity expansion" in Class 9	2,220,909	01/26/1999
RAMLINE	Ramline Mobile Computers, Inc.	"Computers and computer hardware" in Class 9	2,361,809	06/27/2000
FRISBEE	Ramline Mobile Computers, Inc.	"Computers and computer hardware" in Class 9	2,357,146	06/13/2000

**Canadian Trademark Registrations**

Mark	Listed Owner	Class	Reg. No.	Reg. Date
XPLORE TECHNOLOGIES & Design	Xplore Technologies Corporation of America	"Computer hardware, namely, modular, ruggedized, mobile pen/touch computer capable of wireless and connectivity expansion" in Class 9	TMA525452	March 22, 2000  Application based on U.S. priority
GENESYS & Design	Xplore Technologies Corporation of America	"Computer hardware, namely, modular, ruggedized, mobile pen/touch computer capable of wireless and connectivity expansion" in Class 9	TMA525417	March 22, 2000  Application based on U.S. priority