

Form PTO-1595 (Rev. 09/04)
OMB No. 0851-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Adtech Solutions, LLC

Execution Date(s) April 22, 2005

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

2. Name and address of receiving party(ies)

Name: Adtech-GESI, LLC

Internal Address: _____

Street Address: 1880 McFarland Road

City: Alpharetta

State: GA

Country: United States

Zip: 30005

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

4. Application or patent number(s):

A. Patent Application No.(s)

This document is being filed together with a new application.

B. Patent No.(s)

10/014,695

Additional numbers attached? Yes No

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

Name: Jason A. Bernstein

Internal Address: Fourteenth Floor

Street Address: One Atlantic Center

1201 W. Peachtree Street, NW

City: Atlanta

State: GA

Zip: 30309

Phone Number: 404-572-6900

Fax Number: 404-572-6999

Email Address: jbernstein@pogolaw.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-1429

Authorized User Name Powell Goldstein LLP

9. Signature:



Signature

4/29/05
Date

Jason A. Bernstein

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 501429 10014695

AMENDED AND RESTATED AGREEMENT TO CONTRIBUTE ASSETS

THIS AMENDED AND RESTATED AGREEMENT TO CONTRIBUTE ASSETS (this "Agreement") dated this 22nd day of April 2005 but effective as of January 1, 2005, by and among ADTECH SOLUTIONS, LLC, a Georgia limited liability company ("Adtech"), the ADTECH RELATED ENTITIES, a group of Adtech affiliated entities as more specifically defined below, GLOBAL EMBEDDED SOLUTIONS, INC., a Georgia corporation ("GESI"), ADTECH-GESI, LLC, a Georgia limited liability company, TIM SHADBURN, RONNIE JACKSON, DONNIE JACKSON (collectively, the "Adtech Owners and individually an "Adtech Owner") and RICHARD ROZALSKY, PHILLIP AGINSKY and NIK MOISSIADIS (collectively, the "GESI Owners" and individually a GESI Owner").

WHEREAS, the foregoing parties entered into an Agreement to Contribute Assets dated October 25, 2004 but effective October 1, 2004 (the "Initial Agreement") the closing of which was never completed; and

WHEREAS, after executing the Initial Agreement, issues arose among the parties which reflected the need to amend the Initial Agreement in numerous respects. The parties are entering into this Amended and Restated Agreement to Contribute Assets to resolve the issues which arose as of the date hereof; and

WHEREAS, it is the parties' intent that the Initial Agreement be deemed null and void of no further force and effect and is to be superseded in all respects by this Restated and Amended Agreement (the "Agreement"); and

WHEREAS, the Adtech Owners collectively own all of the ownership interests in Adtech (the "Adtech Equity Interests"); and

WHEREAS, the GESI Owners collectively own all of the stock interests in GESI (the "GESI Equity Interests"); and

WHEREAS, ADTECH-GESI, LLC is a newly formed Georgia limited liability company; and

WHEREAS, the Managers of Adtech and the Board of Directors of GESI deem it advisable and in the best interests of Adtech, GESI and their respective Owners that Adtech and GESI each contribute the assets more specifically described below to ADTECH-GESI, LLC in exchange for ownership interests in Adtech-GESI, LLC ("ADTECH-GESI, LLC Ownership Interests" or "ADTECH-GESI Ownership Units") in order to advance the long-term business interests of Adtech, GESI and ADTECH-GESI, LLC, and the Adtech Owners and the GESI Owners so agree to the contribution of assets of Adtech and GESI and to ADTECH-GESI, LLC as more fully described below; and

WHEREAS, for federal income tax purposes, the parties intend that the contribution of assets by Adtech and GESI contemplated by this Agreement qualify as a

tax free transfer of assets within the meaning of Section 721(a) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder; and

WHEREAS, the parties agree that all capitalized terms not otherwise defined will have the meanings ascribed to such terms in Section 10.10 of this Agreement; and

WHEREAS, the parties wish to set forth certain other agreements among them.

NOW THEREFORE, in consideration of the mutual covenants of the parties set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I
THE CONTRIBUTED ASSETS**

1.1 Assets to be Contributed by Adtech.

Subject to the terms and conditions of this Agreement, on the Effective Date, Adtech shall contribute, assign, transfer, convey and deliver or cause to be delivered to ADTECH-GESI, LLC, and ADTECH-GESI, LLC shall acquire from Adtech, all right, title and interest and good and marketable title in and to all of the properties, assets, rights, claims leasehold interests, contracts, intellectual property, business and goodwill of Adtech of every kind and character, wherever located, whether real or personal, tangible or intangible, owned or leased other than the Adtech Excluded Assets as defined below. The assets contributed to ADTECH-GESI, LLC by Adtech hereunder shall be referred to as the "Adtech Contributed Assets." The Adtech Contributed Assets shall be contributed to ADTECH-GESI, LLC, free and clear of all Liens other than Adtech Permitted Liens. Specifically, but without limiting the foregoing, the Adtech Contributed Assets shall include the following properties and assets unless specifically excluded pursuant to Section 1.2 hereof:

(a) All of the Adtech properties and assets reflected on the Adtech Opening Financial Statements;

(b) All of the properties and assets of Adtech of a nature not normally reflected on a balance sheet in accordance with generally accepted accounting principles that are used primarily in, or are related to the Adtech Business;

(c) All machinery and equipment tools, instruments, spare parts, office supplies, furniture and fixtures, computer hardware systems, and other tangible personal property owned by Adtech, wherever located, and all leasehold interests in and to tangible personal property whether as lessor or lessee;

(d) All inventory whether on location, in transit or on consignment to third parties as of the Effective Date;

(e) All leasehold interests in and to real property, buildings and fixtures (including leasehold improvements) whether as lessor or lessee, including the real property located at 1880 McFarland Road, Suite 100, Alpharetta, Georgia 30005 and except for the lease listed in section 1.2 below;

(f) All customer, supplier and dealer lists and relationships, and all information relating to customers, suppliers and dealers, including names, addresses and purchases, delivery and billing programs and histories;

(g) All corporate names, trade names, trademarks, service marks, logos, copyrights and patents, and all applications therefor and registrations thereof, as well as all rights (statutory and common law) Adtech has or may have therein, including all goodwill associated therewith and the rights to make such applications or to receive such registrations;

(h) All processes, technology, information, ideas, concepts, inventions, discoveries, plans, specifications, designs, drawings, techniques, models, documentation, research, development, procedures and "know-how" relating to the Adtech Business;

(i) All other proprietary data and information or trade secrets, as well as business plans, marketing techniques, marketing and product literature, marketing and development plans, price lists, pricing policies, details of customer, distributor or consultant contracts, financial information and any other information relating to vendors, customers and employees and to business, trade and distribution practices;

(j) All rights of Adtech under the following agreements ("Assigned Contracts"):

(1) All license, royalty and other similar agreements relating to intellectual property to which Adtech is a party, whether as licensee or licensor;

(2) All agreements, purchase orders, including prepaid customer deposits and other contracts with customers, dealers and suppliers relating to goods and services to be provided or performed after the Effective Date except the agreements listed in Schedule 1.2 hereto;

(k) All governmental permits, approvals and authorization to the extent the same are transferable or assignable;

(l) All financial, accounting, payroll, invoicing, shipping, ordering, data processing, personnel and administrative systems, procedures and applications and software programs in whatever media, including papers, electronic, magnetic, microfilm or microfiche, and all manuals and other documentation thereof;

(m) All goodwill of or relating to the Adtech Business

(n) All of Adtech's stock interest in the Adtech Subsidiaries; and

(o) All accounts and notes receivable of Adtech and related promissory notes and other documents evidencing same;

(p) All other properties and assets not specifically described in Section 1.2 hereof as Adtech Excluded Assets;

(q) All cash on hand and in bank accounts, securities, certificates of deposits, savings accounts and other cash equivalents; and

(r) All deposits and prepaid expenses not applied on or before the Effective Date.

1.2 Adtech Excluded Assets. The Adtech Contributed Assets shall not include, and Adtech shall not contribute or assign to ADTECH-GESI, LLC, and ADTECH-GESI, LLC shall not acquire from Adtech, the following assets, properties, or rights (the "Adtech Excluded Assets"):

(a) Intentionally omitted

(b) Intentionally omitted.

(c) Intentionally omitted

(d) The lease between Adtech and Sheehan & Company, dated May 1, 2001 and as amended June 1, 2002, for the property located at 5950 Shiloh Road East, Alpharetta, Ga. 30005 (the "Adtech Unassigned Lease"); and

(d) Four (4) Gem cars; and

(e) The contracts listed on Schedule 1.2 hereto.

1.3 Assets to be Contributed by GESI. Subject to the terms and conditions of this Agreement, on the Effective Date, GESI shall contribute, assign, transfer, convey and deliver or cause to be delivered to ADTECH-GESI, LLC, and ADTECH-GESI, LLC shall acquire from GESI, all right, title and interest and good and marketable title in and to all of the properties, assets, rights, claims leasehold interests, contracts, intellectual property, business and goodwill of GESI of every kind and character, wherever located, whether real or personal, tangible or intangible, owned or leased other than the GESI Excluded Assets as defined below. The assets contributed to ADTECH-GESI, LLC by GESI hereunder shall be referred to as the "GESI Contributed Assets." The GESI Contributed Assets shall be contributed to ADTECH-GESI, LLC, free and clear of all Liens. Specifically, but without limiting the foregoing, the GESI Contributed Assets shall include the following properties and assets unless specifically excluded pursuant to Section 1.4 hereof:

the Transaction Documents or the documents, schedules and exhibits described herein or attached or delivered pursuant hereto.

10.12 Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the parties to this Agreement and their respective permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

10.13 Interpretative Matters. Except when the context otherwise requires, (a) all references to Articles, Sections or Schedules are to Articles, Sections or Schedules in this Agreement, (b) words in the singular or plural include the singular and plural, (c) pronouns stated in either the masculine, the feminine or neuter gender shall include the masculine, feminine and neuter, and (d) the term "including" shall mean by way example and not by way of limitation.

10.14 No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party hereto.


10.15 Default. The mere lapse of time for performing any obligation or covenant contained herein shall serve to put the party who is obliged to perform or fulfill such obligation or covenant in default, without any notice or demand being required therefor.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.


ADTECH SOLUTIONS, LLC

By: 
Tim Shadburn, Manager


GLOBAL EMBEDDED SOLUTIONS, INC.

By: 
Phillip Aginsky, CFO

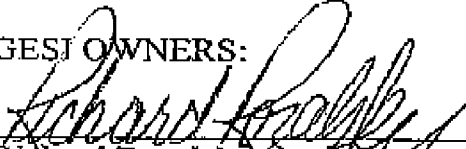
ADTECH OWNERS:

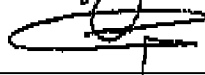

Tim Shadburn

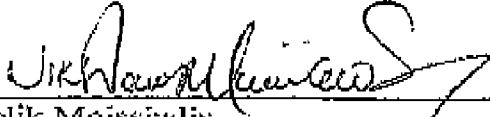

Ronnie Jackson


Ronnie Jackson

GEST OWNERS:


Richard Rozalsky


Phillip Aginsky


Nik Moissiadis