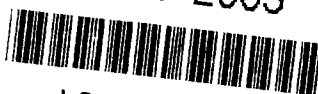


03-14-2005



102957851

Attorney Docket No. 22646-0001

To the Honorable Commissioner of Patents and Trademarks

and all documents or copy thereof.

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

MOBI Technologies, Inc.

Execution Dates: October 10, 2004, October 28, 2004

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

2. Name and address of receiving party:

Name: The Laserline Company

Internal Address: 107 Mill Plain Road, Suite 305
Danbury, Connecticut 06811Street address: 107 Mill Plain Road, Suite 305
Danbury Connecticut 06811Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other: Patent License Agreement

4. Application number or patent number:

☐ This document is being filed together with a new application.

A. Serial No.

B. Patent No. 4,951,425

Additional numbers attached? ☐ Yes ☒ No

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

Name: Ajit J. Vaidya, Esquire

Internal Address: Hogan & Hartson LLP

Street Address: Columbia Square
555 Thirteenth Street, N.W.

City: Washington

State: D.C. Zip: 20004-1109

Phone Number: 202-637-5600

Fax Number: 202-637-5910

Email address: ajivaidya@hhlaw.com

Customer Number: 24633

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41)..... \$ 40.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed
☐ Not required (government interest not affecting title)

8. Payment Information:

a. Credit Card Last four numbers _____
Expiration Date _____b. Deposit Account No. 50-1349
Authorized User Name _____

9. Signature:

Signature

March 9, 2005
Date

Ajit J. Vaidya - Registration No. 43,214

Name of Person Signing

Total number of pages including cover 9
sheet, attachments, and documents:

PATENT LICENSE AGREEMENT

THIS PATENT LICENSE AGREEMENT (the "Agreement") is effective as of October 7, 2004 ("Effective Date"), by and between **MOBI Technologies, Inc. ("MOBI")**, a California corporation, having an office at 501 S. Beverly Dr., Suite 250. Beverly Hills, CA 90212, and **The Laserline Company ("LASERLINE")**, a Connecticut corporation, having an office at 107 Mill Plain Road, Danbury, CT 06811 (each referred to as a "Party" and together as "Parties").

PREAMBLE

Whereas MOBI owns all right, title and interest in U.S. Patent No. 4,951,425 ("Licensed Patent") covering slot cleaning cards used for cleaning any device that has a slot for any type of memory card, and MOBI has the exclusive right to license the License Patent to third parties;

Whereas MOBI is aware of no legal or equitable encumbrances or claims existing; and

Whereas Laserline wishes to obtain a license under such rights on an exclusive basis under the terms of this Agreement.

WHEREFORE, in consideration of the foregoing premises and of the terms and conditions of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. DEFINITIONS

Unless otherwise indicated, the following terms shall have the following definitions:

1.1 "Licensed Patent" means U.S. Patent No. 4,951,425 and any and all divisionals, continuations, continuations-in-part, extensions, reissues and foreign counterparts thereof.

1.2 "Licensed Territory" shall mean worldwide.

1.3 "Affiliate" means a corporation, company, or other entity which, directly or indirectly, now or hereafter, is controlled by a Party to this Agreement. For the purposes of this definition, an entity shall be regarded as controlling another entity if such entity owns or controls more than fifty percent (50%) of the voting stock or other ownership interest of such other entity, or in the case of an entity that does not have outstanding shares or securities, such as a partnership, if such entity owns more than fifty percent (50%) of the ownership interest representing the right to make decisions for such other entity. Such corporation, company, or other entity shall be deemed to be an Affiliate only so long as such control exists.

1.4 "Net Sales" shall mean the aggregate sales by Laserline of Products to its customers in a stated period less industry standard trade and quantity discounts, transportation and insurance costs, sales use and other similar taxes and import export and excise taxes, sales commissions customer duties and consular fees, and the sales value of credits reasonably issued for actual Product returned. Net Sales shall not include sales to Laserline for purposes of resale. Net Sales not denominated in U.S. dollars shall

first be determined in the currency in which the goods were sold and shall then be converted into the equivalent value in U.S. dollars in accordance with Laserline internal accounting policies for foreign currency exchange, applied on a consistent basis. Net sales will be trueed-up as necessary after the close of each Laserline fiscal year.

1.5 "Person" shall mean any individual, partnership, corporation, limited liability company, or other entity, including a corporate body.

2. LICENSE GRANT

Subject to the terms of this Agreement, MOBI hereby grants to LASERLINE an exclusive license to make, use, develop, improve, sell, offer for sale, and import, in the Licensed Territory, products, processes, tools, devices, systems and methods under the Licensed Patent.

3. SUBLICENSES

REDACTED

4. CONSIDERATION FOR LICENSE

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

5. MARKING OF LICENSED PRODUCTS

REDACTED

6. TERM AND TERMINATION OF LICENSE AGREEMENT

REDACTED

7. CONFIDENTIALITY

REDACTED

REDACTED

REDACTED

8. PRESS RELEASE

REDACTED

9. REPRESENTATIONS AND WARRANTIES; LIMITATION OF LIABILITY

REDACTED

9.4 LASERLINE shall have the first right to enforce the Licensed Patent at its own expense and any relief, including monetary relief resulting from such an enforcement proceeding shall accrue solely for the benefit of LASERLINE. In the event that LASERLINE does not choose to enforce the Licensed Patent against third parties, MOBI may, after receiving written notice for LASERLINE of LASERLINE'S intention to not enforce the License Patent, enforce the Licensed Patent at its own expense and any relief, including monetary relief resulting from such an enforcement proceeding shall accrue solely for the benefit of MOBI.

REDACTED

REDACTED

REDACTED

10. IMPROVEMENTS

REDACTED

11. NOTICES AND OTHER COMMUNICATIONS

11.1 Any notice or other communication required or permitted to be made, given or sent to either Party by the other Party pursuant to this Agreement, shall be sufficiently made or given on the date of mailing if sent by a Party by registered or certified mail, postage prepaid, addressed to the other Party at its address set forth below, or to such other address as it may designate by written notice given to the other Party. Any notice or communication sent by regular mail shall be deemed to be made on the fifth business day after the date of mailing. Any notice or other communication sent by facsimile shall be deemed to be made on the date of receipt of the facsimile transmission at the number set forth below.

REDACTED

REDACTED

12. SUCCESSION AND ASSIGNMENTS

REDACTED

13. NO IMPLIED LICENSES

REDACTED

14. APPLICABLE LAW

REDACTED

15. MISCELLANEOUS

15.1 This Agreement shall not bind the Parties until it has been signed by, or on behalf of each Party, in which event it shall become effective as of the Effective Date. This Agreement may, however, be signed in counterparts.

15.2 No amendment or modification hereof shall be valid or binding upon the Parties unless made in writing and signed by or on behalf of each Party.

REDACTED

REDACTED

amend such to conform as nearly as possible, in accordance with applicable law, to the intended purpose and intent of the original provision.

15.6 This Agreement embodies the entire understanding of the Parties and shall supersede all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter hereof. The terms and conditions in this Agreement represent a compromise between the Parties and settlement resolution of their respective interests relating to the subject matter of this Agreement, and shall not be construed, interpreted or used as a precedent for any future negotiations or agreements relating to LASERLINE's licensing of rights from MOBI or its Affiliates.

15.7 Headings and titles are for convenience of reference only, and are not intended to be a part of, or affect the meaning or interpretation of, this Agreement.

16. Attorney's Fees

Each of the Parties shall be responsible for the payment of his or its own attorney's fees and costs incurred in connection with the negotiation and drafting of this Agreement.

17. GENDER/SINGULAR/PLURAL

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and words in the plural shall be held to include the singular, unless and only to the extent that the context clearly indicates otherwise.

18. Entire Agreement

This Agreement and the Non-Disclosure Agreement previously executed between the Parties contains the entire understanding of the Parties with respect to the subject matter of this Agreement, and the terms of this Agreement are contractual and not a mere recital.

19. Execution.

This Agreement shall not become effective until it has been executed by all of the Parties.

20. Counterparts.

This Agreement may be executed in one or more counterparts, and each executed counterpart shall be considered an original of this Agreement.

21. Facsimile Signatures.

In the event this Agreement as signed by a Party is delivered to another Party via facsimile, the transmitting Party intends to be contractually bound by the facsimile signature(s) hereon.

22. Exhibits.

REDACTED

23 Construction.


REDACTED

24 Survival.

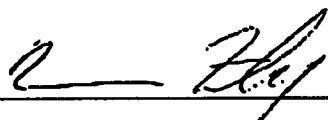
REDACTED

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

MOBI Technologies, Inc.

Signature:  10/10/04
Name: David Naghi
Title: President

The Laserline Company

Signature:  10/28/04
Name: DENNIS FINDLEY
Title: CEO