

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	ASSIGNMENT														
CONVEYING PARTY DATA															
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Mr. Wilfred Mueller</td> <td>03/25/2001</td> </tr> <tr> <td>Mr. Dennis M. Needham</td> <td>03/26/2001</td> </tr> <tr> <td>Mr. Roderick Michael Johnson</td> <td>03/26/2001</td> </tr> <tr> <td>Mr. Patrick Hamilton</td> <td>03/28/2001</td> </tr> <tr> <td>Mr. Dane Blackwell</td> <td>03/28/2001</td> </tr> <tr> <td>Mr. Allan L. Scribner</td> <td>03/23/2001</td> </tr> </tbody> </table>		Name	Execution Date	Mr. Wilfred Mueller	03/25/2001	Mr. Dennis M. Needham	03/26/2001	Mr. Roderick Michael Johnson	03/26/2001	Mr. Patrick Hamilton	03/28/2001	Mr. Dane Blackwell	03/28/2001	Mr. Allan L. Scribner	03/23/2001
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Mr. Patrick Hamilton	03/28/2001														
Mr. Dane Blackwell	03/28/2001														
Mr. Allan L. Scribner	03/23/2001														
RECEIVING PARTY DATA															
Name:	SmartSynch, Inc.														
Street Address:	4400 Old Canton Road														
Internal Address:	Suite 300														
City:	Jackson														
State/Country:	MISSISSIPPI														
Postal Code:	39211														
PROPERTY NUMBERS Total: 1															
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>10056970</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	10056970										
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Application Number:	10056970														
CORRESPONDENCE DATA															
Fax Number:	(404)365-9532														
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>															
Phone:	404-233-7000														
Email:	sprine@mmmlaw.com														
Correspondent Name:	Jack D. Todd														
Address Line 1:	3343 Peachtree Road, NE														
Address Line 2:	1600 Atlanta Financial Center														
Address Line 4:	Atlanta, GEORGIA 30326														
NAME OF SUBMITTER:	Jack D. Todd														

OP \$40.00 10056970

PATENT

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REEL: 016419 FRAME: 0470

Total Attachments: 22

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**PROPRIETARY INFORMATION AND
INVENTION ASSIGNMENT AGREEMENT**

In partial consideration and as a condition of my engagement and service as an employee of or continued employment with SmartSynch, Inc., a Delaware corporation (the "Company"), and effective as of the date that my engagement by the Company first commenced, the undersigned ("I" or the "employee") agrees as follows:

1. INVENTIONS.

1.1 Disclosure. I will disclose fully and promptly to the proper officers of the Company in writing any patentable or unpatentable, copyrightable or uncopyrightable, idea, invention, work of authorship (including, but not limited to computer programs, software and documentation), formula, device, improvement, method, process, technique or discovery (each, an "Invention") which relates to the Company's business that I conceive, make, develop, or work on, in whole or in part, solely or jointly with others during the term of my service as an employee of the Company (the "Employment Period") and for a period of six (6) months thereafter regardless of whether (a) such invention was conceived, made, developed or worked on during my regular hours of employment or my time away from work; (b) the Invention was made at the suggestion of the Company; or (c) the Invention was reduced to drawing, written description, documentation, models or other tangible form. All such disclosures shall describe in reasonable detail the best method of practice of the Invention and all information reasonably necessary to, and useful in, the practice of the Invention.

1.2 Assignment of Inventions to Company. I hereby assign and agree to assign to the Company, without royalty or any other further consideration, my entire right, title and interest in and to any Invention I am required to disclose under Section 1.1.

1.3 Records. I will make and maintain adequate and current written records of all Inventions covered by Section 1.2. These records shall be and remain the property of the Company.

1.4 Patents. Subject to Section 1.1, I will assist the Company in obtaining, maintaining, and enforcing patents and other proprietary rights in connection with any Invention covered by Section 1.2 for which the Company has or obtains any right, title or interest. I further agree that my obligations under this Section 1.4 shall continue beyond the termination of the Employment Period, but if I am called upon to render such assistance after the termination of the Employment Period, I shall be entitled to a fair and reasonable rate of compensation for such assistance. I shall, in addition, be entitled to reimbursement of any reasonable out-of-pocket expenses incurred at the request of the Company relating to such assistance.

1.5 Prior Contracts and Inventions: Information Belonging to Third Parties. I represent that, except as set forth on Schedule 1.5A hereto, there are no other contracts to assign inventions that are now in existence between any other person or entity and me. I further represent that I have no other employment or undertakings which might restrict or impair my performance of this Agreement. I will not, in connection with my employment by the Company, use or disclose to the Company any confidential trade secret or other proprietary information of any previous employer or other person to which I am not lawfully entitled. As a matter of record, I attach as Schedule 1.5B of this Agreement, a brief description of all Inventions made or conceived by me prior to my employment with the Company which I desire to be excluded from this Agreement.

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MAR 29 2001 16:22

PAGE 07

Received Jul-13-2005 06:15pm From-

PATENT
To- REEL: 016419 FRAME: 0472

1.6 Prior Inventions: Assignment to Company. As a matter of record, I attach as Schedule 1.6 of this Agreement, a brief description of all Inventions which relate to the Company's business made or conceived by me prior to my employment with the Company which I desire to be assigned to the Company, and hereby assign to the Company, without royalty or further consideration, my entire right, title and interest in and to any Invention set forth on Schedule 1.6 hereto.

2. NONDISCLOSURE OF CONFIDENTIAL INFORMATION.

2.1 I agree that all confidential information which is forwarded to me by or on behalf of the Company shall be received in strict confidence and not used or disclosed by me outside the Company (except as required by law or court order) without the prior written consent of the Company, unless such information (a) was in the public domain at the time of disclosure, (b) later became part of the public domain through no act or omission by me, (c) was lawfully disclosed to me by a third party having the right to disclose it, or (d) was already known by me at the time of disclosure, as evidenced by written documents in my possession at the time of the disclosure. Such confidential information includes, but is not limited to, information pertaining to Company's business; sales; marketing; legal matters; products; technology; engineering; scientific; finances; research and development; and employees and further includes Company's plans; manuals; methods; specifications; ideas; designs; techniques; blueprints; procedures; documents; descriptions; lists; compilations; databases; innovations, and software (in source code or object code form). I further agree that the confidential information shall not be used by me except as necessary to perform the duties assigned to me during the Employment Period.

3. PROPERTY OF THE COMPANY.

All notes, memoranda, reports, drawings, blueprints, charts, graphs, manuals, materials, data and other papers and records of every kind which shall come into my possession at any time after the commencement of my employment by the Company, relating to any Inventions which I make while performing my duties as an employee of the Company or relating to confidential information shall be the sole and exclusive property of the Company. This property shall be surrendered to the Company immediately upon termination of the Employment Period, or immediately upon request by the Company at any other time either during or after the termination of the Employment Period.

4. MISCELLANEOUS.

4.1 Governing Law. This Agreement shall be construed and governed by the internal laws of the State of Delaware, without giving effect to its conflict of laws principles.

4.2 Enforcement. If any portion of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the maximum extent possible.

4.3 Injunctive Relief - Consent to Jurisdiction. I acknowledge that the Company will suffer substantial damages not readily ascertainable or fully compensable in terms of money in the event of the breach of any of my obligations under this Agreement. I therefore agree that the Company shall be entitled (without limitation of any other rights or remedies otherwise available to the Company) to obtain an injunction from any court of competent jurisdiction prohibiting the

Province of Alberta for purposes of any such action. I further agree that service upon me in any such action or proceeding may be made by registered mail to my address as last appearing on the records of the Company.

4.4 Waiver. The waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof.

4.5 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the successors, executors, administrators, heirs, representatives and assigns of the parties.

4.6 Headings. The Section headings herein are intended for reference and shall not by themselves determine the construction or interpretation of this Agreement.

4.7 Modifications. All modifications or amendments to this Agreement must be in writing and signed by the party against whom enforcement of such modification or amendment is sought.

4.8 Employment at Will. Nothing in this Agreement shall be construed to grant me any right to continuing employment on any terms for any period of time. This Agreement shall continue in effect during my employment with the Company or any affiliate or subsidiary of the Company and shall remain in effect for the periods specified herein following my termination by any one of them.

IN WITNESS WHEREOF, I have executed this Proprietary Information and Invention Assignment Agreement as of the 25 day of MARCH, 2021.

By: _____

Name: WILFRED MUELLER

THIS DOCUMENT SUPERCEDES
ALL OTHER DOCUMENTS
PRIOR TO THE DATE
OF THIS DOCUMENT.

RECEIPT ACKNOWLEDGED:

SmartSynch, Ltd

By: _____

Name: P. HAMILTON

Title: SR. VP. OPERATIONS

**PROPRIETARY INFORMATION AND
INVENTION ASSIGNMENT AGREEMENT**

In partial consideration and as a condition of my engagement and service as an employee of or continued employment with SmartSynch, Inc., a Delaware corporation (the "Company"), and effective as of the date that my engagement by the Company first commenced, the undersigned ("I" or the "employee") agrees as follows:

1. INVENTIONS.

1.1 Disclosure. I will disclose fully and promptly to the proper officers of the Company in writing any patentable or unpatentable, copyrightable or uncopyrightable, idea, invention, work of authorship (including, but not limited to computer programs, software and documentation), formula, device, improvement, method, process, technique or discovery (each, an "Invention") which relates to the Company's business that I conceive, make, develop, or work on, in whole or in part, solely or jointly with others during the term of my service as an employee of the Company (the "Employment Period") and for a period of six (6) months thereafter regardless of whether (a) such invention was conceived, made, developed or worked on during my regular hours of employment or my time away from work; (b) the Invention was made at the suggestion of the Company; or (c) the Invention was reduced to drawing, written description, documentation, models or other tangible form. All such disclosures shall describe in reasonable detail the best method of practice of the Invention and all information reasonably necessary to, and useful in, the practice of the Invention.

1.2 Assignment of Inventions to Company. I hereby assign and agree to assign to the Company, without royalty or any other further consideration, my entire right, title and interest in and to any Invention I am required to disclose under Section 1.1.

1.3 Records. I will make and maintain adequate and current written records of all Inventions covered by Section 1.2. These records shall be and remain the property of the Company.

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1.5 Prior Contracts and Inventions: Information Belonging to Third Parties. I represent that, except as set forth on Schedule 1.5A hereto, there are no other contracts to assign inventions that are now in existence between any other person or entity and me. I further represent that I have no other employment or undertakings which might restrict or impair my performance of this Agreement. I will not, in connection with my employment by the Company, use or disclose to the Company any confidential trade secret or other proprietary information of any previous employer or other person to which I am not lawfully entitled. As a matter of record, I attach as Schedule 1.5B of this Agreement, a brief description of all Inventions made or conceived by me prior to my employment with the Company which I desire to be excluded from this Agreement.

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MAR 29 2001 16:22

PAGE. 07

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To-

PATENT

Page 015

REEL: 016419 FRAME: 0475

1.6 Prior Inventions; Assignment to Company. As a matter of record, I attach as Schedule 1.6 of this Agreement, a brief description of all Inventions which relate to the Company's business made or conceived by me prior to my employment with the Company which I desire to be assigned to the Company, and hereby assign to the Company, without royalty or further consideration, my entire right, title and interest in and to any Invention set forth on Schedule 1.6 hereto.

2. NONDISCLOSURE OF CONFIDENTIAL INFORMATION.

2.1 I agree that all confidential information which is forwarded to me by or on behalf of the Company shall be received in strict confidence and not used or disclosed by me outside the Company (except as required by law or court order) without the prior written consent of the Company, unless such information (a) was in the public domain at the time of disclosure, (b) later became part of the public domain through no act or omission by me, (c) was lawfully disclosed to me by a third party having the right to disclose it, or (d) was already known by me at the time of disclosure, as evidenced by written documents in my possession at the time of the disclosure. Such confidential information includes, but is not limited to, information pertaining to Company's business; sales; marketing; legal matters; products; technology; engineering; scientific; finances; research and development; and employees and further includes Company's plans; manuals; methods; specifications; ideas; designs; techniques; blueprints; procedures; documents; descriptions; lists; compilations; databases; innovations, and software (in source code or object code form). I further agree that the confidential information shall not be used by me except as necessary to perform the duties assigned to me during the Employment Period.

3. PROPERTY OF THE COMPANY.

All notes, memoranda, reports, drawings, blueprints, charts, graphs, manuals, materials, data and other papers and records of every kind which shall come into my possession at any time after the commencement of my employment by the Company, relating to any Inventions which I make while performing my duties as an employee of the Company or relating to confidential information shall be the sole and exclusive property of the Company. This property shall be surrendered to the Company immediately upon termination of the Employment Period, or immediately upon request by the Company at any other time either during or after the termination of the Employment Period.

4. MISCELLANEOUS.

4.1 Governing Law. This Agreement shall be construed and governed by the internal laws of the State of Delaware, without giving effect to its conflict of laws principles.

4.2 Enforcement. If any portion of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the maximum extent possible.

4.3 Injunctive Relief - Consent to Jurisdiction. I acknowledge that the Company will suffer substantial damages not readily ascertainable or fully compensable in terms of money in the event of the breach of any of my obligations under this Agreement. I therefore agree that the Company shall be entitled (without limitation of any other rights or remedies otherwise available to the Company) to obtain an injunction from any court of competent jurisdiction prohibiting the

Province of Alberta for purposes of any such action. I further agree that service upon me in any such action or proceeding may be made by registered mail to my address as last appearing on the records of the Company.

4.4 Waiver. The waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof.

4.5 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the successors, executors, administrators, heirs, representatives and assigns of the parties.

4.6 Headings. The Section headings herein are intended for reference and shall not by themselves determine the construction or interpretation of this Agreement.

4.7 Modifications. All modifications or amendments to this Agreement must be in writing and signed by the party against whom enforcement of such modification or amendment is sought.

4.8 Employment at Will. Nothing in this Agreement shall be construed to grant me any right to continuing employment on any terms for any period of time. This Agreement shall continue in effect during my employment with the Company or any affiliate or subsidiary of the Company and shall remain in effect for the periods specified herein following my termination by any one of them.

IN WITNESS WHEREOF, I have executed this Proprietary Information and Invention Assignment Agreement as of the 26 day of March, 2001.

By:



Name:

D. Needham

RECEIPT ACKNOWLEDGED:

SmartSynch, Ltd.

By: _____
Name: _____
Title: _____

Attn: Pat
Hamilton

**PROPRIETARY INFORMATION AND
INVENTION ASSIGNMENT AGREEMENT WITH
NON-COMPETITION AND NON-SOLICITATION**

In partial consideration and as a condition of my engagement and service as an employee of or continued employment with [SmartSynch, Ltd.], [SmartSynch, Inc.] [a company organized under the laws of the Province of Alberta] [a Delaware corporation] (the "Company"), and effective as of the date that my engagement by the Company first commenced, the undersigned ("I" or the "employee") agrees as follows:

1. INVENTIONS.

1.1 Disclosure. I will disclose fully and promptly to the proper officers of the Company in writing any patentable or unpatentable, copyrightable or uncopyrightable, idea, invention, work of authorship (including, but not limited to computer programs, software and documentation), formula, device, improvement, method, process, technique or discovery (each, an "Invention") which relates to the Company's business that I conceive, make, develop, or work on, in whole or in part, solely or jointly with others during the term of my service as an employee of the Company (the "Employment Period") and for a period of six (6) months thereafter regardless of whether (a) such invention was conceived, made, developed or worked on during my regular hours of employment or my time away from work; (b) the Invention was made at the suggestion of the Company; or (c) the Invention was reduced to drawing, written description, documentation, models or other tangible form. All such disclosures shall describe in reasonable detail the best method of practice of the Invention and all information reasonably necessary to, and useful in, the practice of the Invention.

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1.5 Prior Contracts and Inventions: Information Belonging to Third Parties. I represent that, except as set forth on Schedule 1.5A hereto, there are no other contracts to assign inventions that are now in existence between any other person or entity and me. I further represent that I have no other employment or undertakings which might restrict or impair my performance of this Agreement. I will not, in connection with my employment by the Company, use or disclose to the Company any confidential trade secret or other proprietary information of any previous employer or other person to which I am not lawfully entitled. As a matter of record,

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To-

PATENT Part 002

REEL: 016419 FRAME: 0478

I attach as Schedule 1.5B of this Agreement, a brief description of all Inventions made or conceived by me prior to my employment with the Company which I desire to be excluded from this Agreement.

1.6 Prior Inventions: Assignment to Company. As a matter of record, I attach as Schedule 1.6 of this Agreement, a brief description of all Inventions which relate to the Company's business made or conceived by me prior to my employment with the Company which I desire to be assigned to the Company, and hereby assign to the Company, without royalty or further consideration, my entire right, title and interest in and to any Invention set forth on Schedule 1.6 hereto.

2. NONDISCLOSURE OF CONFIDENTIAL INFORMATION.

2.1 I agree that all confidential information which is forwarded to me by or on behalf of the Company shall be received in strict confidence and not used or disclosed by me outside the Company (except as required by law or court order) without the prior written consent of the Company, unless such information (a) was in the public domain at the time of disclosure, (b) later became part of the public domain through no act or omission by me, (c) was lawfully disclosed to me by a third party having the right to disclose it, or (d) was already known by me at the time of disclosure, as evidenced by written documents in my possession at the time of the disclosure. Such confidential information includes, but is not limited to, information pertaining to Company's business; sales; marketing; legal matters; products; technology; engineering; scientific; finances; research and development; and employees and further includes Company's plans; manuals; methods; specifications; ideas; designs; techniques; blueprints; procedures; documents; descriptions; lists; compilations; databases; innovations, and software (in source code or object code form). I further agree that the confidential information shall not be used by me except as necessary to perform the duties assigned to me during the Employment Period.

3. PROPERTY OF THE COMPANY.

3.1 All notes, memoranda, reports, drawings, blueprints, charts, graphs, manuals, materials, data and other papers and records of every kind which shall come into my possession at any time after the commencement of my employment by the Company, relating to any Inventions which I make while performing my duties as an employee of the Company or relating to confidential information shall be the sole and exclusive property of the Company. This property shall be surrendered to the Company immediately upon termination of the Employment Period, or immediately upon request by the Company at any other time either during or after the termination of the Employment Period.

4. NON-COMPETITION AND NON-SOLICITATION.

4.1 Non-Competition. (a) I acknowledge and agree that by virtue of my senior management position with the Company, I have been and will continue to be throughout my employment with the Company, directly and indirectly involved in the business and operations, and have had and will continue to have access to trade secrets and confidential information of the Company, which if used in contravention of this Agreement will cause irreparable harm to the Company, and thus the covenants herein are reasonable and necessary to protect the Company's legitimate business interests.

(b) During my employment with the Company and for a period of eighteen (18) months after the termination of that employment other than such termination by the Company

without Cause (the "Restricted Period"), I agree that I shall not, directly or indirectly, (i) own, manage, operate, join, control, be employed by or participate in the ownership, management, operation or control of, or hold the position of stockholder with (except as provided below), any Competing Enterprise; or (ii) perform services substantially similar to those which I performed on behalf of the Company during my employment with the Company for a Competing Enterprise or (iii) provide advice or services to any Competing Enterprise.

(c) Section 4.1(b) shall not be deemed to prohibit the ownership by the employee of less than 2% of any class of securities listed on a national securities exchange or traded in the Nasdaq stock market of a person engaged, directly or indirectly, in a Competing Enterprise (it being understood that, if any such interests in any person are owned by an investment vehicle or other entity in which the employee owns an equity interest (an "Investment Vehicle"), a portion of the interests in such person owned by the Investment Vehicle shall be attributed to the employee, such portion to be determined by applying the percentage of the equity interest in the Investment Vehicle owned by the employee to the interests in such person owned by such Investment Vehicle).

4.2. Non-Solicitation. (a) During the Restricted Period, I agree that I shall not, directly or indirectly, on behalf of myself or of anyone other than the Company, solicit or attempt to solicit for the purpose of engaging in the business of the Company, any customer, supplier, distributor, investor, co-venturer, or any other person who maintains a current or prospective business relationship with the Company, and with whom I has business dealings or otherwise had material contact during the course of my employment with the Company.

(b) During the Restricted Period, I agree that I shall not, directly or indirectly, on behalf of myself or of anyone other than the Company, solicit or induce or attempt to solicit or induce any employee who was employed by the Company within six (6) months prior to the end of my employment relationship with the Company, to terminate his or her employment relationship with the Company or its affiliates or to enter into employment with any other company or entity.

4.3 Definitions. (a) "Cause" means (a) dishonesty that is (i) repeated or habitual or (ii) that is material to the reputation, business or business relationships of the Company (b) willful misfeasance or nonfeasance of duty by the Employee intended to have or which has had or may reasonably be expected to have a material adverse effect on the reputation, business or business relationships of the Company, (c) conviction of the Employee upon a charge of any felony, (d) the habitual use of controlled substances or (e) willful or prolonged absence from work by the Employee (other than by reason of disability due to physical or mental illness) or failure, neglect or refusal the Employee to perform his duties and responsibilities; provided, that in the case of clauses (a) and (e) above such action continues without being cured for 30 days following written notice from the Company.

(b) "Competing Enterprise" shall mean any person, wherever located, engaged in a business, enterprise or operation that is (x) directly in competition with the Company, or (y) engaged in the business of providing telemetry hardware, software, or services solutions to the energy and utility industry, in each case, as of the date of my termination from employment with the Company.

(c) "person" shall mean an individual, corporation, partnership, joint venture, association, trust, limited liability company, unincorporated organization or other entity.

5 MISCELLANEOUS.

5.1 Governing Law. This Agreement shall be construed and governed by the laws of [the Province of Alberta and the laws of Canada] [the State of Delaware] applicable therein.

5.2 Enforcement. If any portion of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the maximum extent possible.

5.3 Injunctive Relief - Consent to Jurisdiction. I acknowledge that the Company will suffer substantial damages not readily ascertainable or fully compensable in terms of money in the event of the breach of any of my obligations under this Agreement. I therefore agree that the Company shall be entitled (without limitation of any other rights or remedies otherwise available to the Company) to obtain an injunction from any court of competent jurisdiction prohibiting the continuance or recurrence of any breach of this Agreement. I hereby submit myself to the jurisdiction and venue of the courts of the State of Mississippi for purposes of any such action. I further agree that service upon me in any such action or proceeding may be made by first class mail, certified or registered, to my address as last appearing on the records of the Company.

5.4 Waiver. The waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof.

5.5 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the successors, executors, administrators, heirs, representatives and assigns of the parties.

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Received 03/29/2001 10:13AM in 01:52 on line 071 for 25ALSTON - Pg 7/9
03/28/01 WED 15:04 FAX 403 238 9145 CEPC-Mold

420113

IN WITNESS WHEREOF, I have executed this Proprietary Information and Invention
Assignment Agreement as of the 26 day of March, 2001.

By: [Signature]
Name: M. J. [Signature]

RECEIPT ACKNOWLEDGED:

[SmartSynch, Inc.] (SmartSynch, Ltd.)

By: [Signature]
Name: _____
Title: _____

SCHEDULE 1.5A

**PROPRIETARY INFORMATION AND
INVENTION ASSIGNMENT AGREEMENT WITH
NON-COMPETITION AND NON-SOLICITATION**

In partial consideration and as a condition of my engagement and service as an employee of or continued employment with [SmartSynch, Ltd.], [SmartSynch, Inc.] [a company organized under the laws of the Province of Alberta] [a Delaware corporation] (the "Company"), and effective as of the date that my engagement by the Company first commenced, the undersigned ("I" or the "employee") agrees as follows:

1. INVENTIONS.

1.1 Disclosure. I will disclose fully and promptly to the proper officers of the Company in writing any patentable or unpatentable, copyrightable or uncopyrightable, idea, invention, work of authorship (including, but not limited to computer programs, software and documentation), formula, device, improvement, method, process, technique or discovery (each, an "Invention") which relates to the Company's business that I conceive, make, develop, or work on, in whole or in part, solely or jointly with others during the term of my service as an employee of the Company (the "Employment Period") and for a period of six (6) months thereafter regardless of whether (a) such invention was conceived, made, developed or worked on during my regular hours of employment or my time away from work; (b) the invention was made at the suggestion of the Company; or (c) the invention was reduced to drawing, written description, documentation, models or other tangible form. All such disclosures shall describe in reasonable detail the best method of practice of the invention and all information reasonably necessary to, and useful in, the practice of the invention.

1.2 Assignment of Inventions to Company. I hereby assign and agree to assign to the Company, without royalty or any other further consideration, my entire right, title and interest in and to any invention I am required to disclose under Section 1.1.

1.3 Records. I will make and maintain adequate and current written records of all inventions covered by Section 1.2. These records shall be and remain the property of the Company.

1.4 Patents. Subject to Section 1.1, I will assist the Company in obtaining, maintaining, and enforcing patents and other proprietary rights in connection with any invention covered by Section 1.2 for which the Company has or obtains any right, title or interest. I further agree that my obligations under this Section 1.4 shall continue beyond the termination of the Employment Period, but if I am called upon to render such assistance after the termination of the Employment Period, I shall be entitled to a fair and reasonable rate of compensation for such assistance. I shall, in addition, be entitled to reimbursement of any reasonable out-of-pocket expenses incurred at the request of the Company relating to such assistance.

1.5 Prior Contracts and Inventions: Information Belonging to Third Parties. I represent that, except as set forth on Schedule 1.5A hereto, there are no other contracts to assign inventions that are now in existence between any other person or entity and me. I further represent that I have no other employment or undertakings which might restrict or impair my performance of this Agreement. I will not, in connection with my employment by the Company, use or disclose to the Company any confidential trade secret or other proprietary information of any previous employer or other person to which I am not lawfully entitled. As a matter of record,

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PATENT
Page 007

REEL: 016419 FRAME: 0483

I attach as Schedule 1.5B of this Agreement, a brief description of all Inventions made or conceived by me prior to my employment with the Company which I desire to be excluded from this Agreement.

1.6 Prior Inventions: Assignment to Company. As a matter of record, I attach as Schedule 1.6 of this Agreement, a brief description of all Inventions which relate to the Company's business made or conceived by me prior to my employment with the Company which I desire to be assigned to the Company, and hereby assign to the Company, without royalty or further consideration, my entire right, title and interest in and to any Invention set forth on Schedule 1.6 hereto.

2. NONDISCLOSURE OF CONFIDENTIAL INFORMATION.

2.1 I agree that all confidential information which is forwarded to me by or on behalf of the Company shall be received in strict confidence and not used or disclosed by me outside the Company (except as required by law or court order) without the prior written consent of the Company, unless such information (a) was in the public domain at the time of disclosure, (b) later became part of the public domain through no act or omission by me, (c) was lawfully disclosed to me by a third party having the right to disclose it, or (d) was already known by me at the time of disclosure, as evidenced by written documents in my possession at the time of the disclosure. Such confidential information includes, but is not limited to, information pertaining to Company's business; sales; marketing; legal matters; products; technology; engineering; scientific; finances; research and development; and employees and further includes Company's plans; manuals; methods; specifications; ideas; designs; techniques; blueprints; procedures; documents; descriptions; lists; compilations; databases; innovations, and software (in source code or object code form). I further agree that the confidential information shall not be used by me except as necessary to perform the duties assigned to me during the Employment Period.

3. PROPERTY OF THE COMPANY.

3.1 All notes, memoranda, reports, drawings, blueprints, charts, graphs, manuals, materials, data and other papers and records of every kind which shall come into my possession at any time after the commencement of my employment by the Company, relating to any Inventions which I make while performing my duties as an employee of the Company or relating to confidential information shall be the sole and exclusive property of the Company. This property shall be surrendered to the Company immediately upon termination of the Employment Period, or immediately upon request by the Company at any other time either during or after the termination of the Employment Period.

4. NON-COMPETITION AND NON-SOLICITATION.

4.1 Non-Competition. (a) I acknowledge and agree that by virtue of my senior management position with the Company, I have been and will continue to be throughout my employment with the Company, directly and indirectly involved in the business and operations, and have had and will continue to have access to trade secrets and confidential information of the Company, which if used in contravention of this Agreement will cause irreparable harm to the Company, and thus the covenants herein are reasonable and necessary to protect the Company's legitimate business interests.

(b) During my employment with the Company and for a period of eighteen (18) months after the termination of that employment other than such termination by the Company

without Cause (the "Restricted Period"), I agree that I shall not, directly or indirectly, (i) own, manage, operate, join, control, be employed by or participate in the ownership, management, operation or control of, or hold the position of stockholder with (except as provided below), any Competing Enterprise; or (ii) perform services substantially similar to those which I performed on behalf of the Company during my employment with the Company for a Competing Enterprise or (iii) provide advice or services to any Competing Enterprise.

(c) Section 4.1(b) shall not be deemed to prohibit the ownership by the employee of less than 2% of any class of securities listed on a national securities exchange or traded in the Nasdaq stock market of a person engaged, directly or indirectly, in a Competing Enterprise (it being understood that, if any such interests in any person are owned by an investment vehicle or other entity in which the employee owns an equity interest (an "Investment Vehicle"), a portion of the interests in such person owned by the Investment Vehicle shall be attributed to the employee, such portion to be determined by applying the percentage of the equity interest in the Investment Vehicle owned by the employee to the interests in such person owned by such Investment Vehicle).

4.2. Non-Solicitation (a) During the Restricted Period, I agree that I shall not, directly or indirectly, on behalf of myself or of anyone other than the Company, solicit or attempt to solicit for the purpose of engaging in the business of the Company, any customer, supplier, distributor, investor, co-venturer, or any other person who maintains a current or prospective business relationship with the Company, and with whom I has business dealings or otherwise had material contact during the course of my employment with the Company.

(b) During the Restricted Period, I agree that I shall not, directly or indirectly, on behalf of myself or of anyone other than the Company, solicit or induce or attempt to solicit or induce any employee who was employed by the Company within six (6) months prior to the end of my employment relationship with the Company, to terminate his or her employment relationship with the Company or its affiliates or to enter into employment with any other company or entity.

4.3 Definitions (a) "Cause" means (a) dishonesty that is (i) repeated or habitual or (ii) that is material to the reputation, business or business relationships of the Company (b) willful misfeasance or nonfeasance of duty by the Employee intended to have or which has had or may reasonably be expected to have a material adverse effect on the reputation, business or business relationships of the Company, (c) conviction of the Employee upon a charge of any felony, (d) the habitual use of controlled substances or (e) willful or prolonged absence from work by the Employee (other than by reason of disability due to physical or mental illness) or failure, neglect or refusal the Employee to perform his duties and responsibilities; provided, that in the case of clauses (a) and (e) above such action continues without being cured for 30 days following written notice from the Company.

(b) "Competing Enterprise" shall mean any person, wherever located, engaged in a business, enterprise or operation that is (x) directly in competition with the Company, or (y) engaged in the business of providing telemetry hardware, software, or services solutions to the energy and utility industry, in each case, as of the date of my termination from employment with the Company.

(c) "person" shall mean an individual, corporation, partnership, joint venture, association, trust, limited liability company, unincorporated organization or other entity.

5 MISCELLANEOUS.

5.1 Governing Law. This Agreement shall be construed and governed by the laws of [the Province of Alberta and the laws of Canada] [the State of Delaware] applicable therein.

5.2 Enforcement. If any portion of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the maximum extent possible.

5.3 Injunctive Relief - Consent to Jurisdiction. I acknowledge that the Company will suffer substantial damages not readily ascertainable or fully compensable in terms of money in the event of the breach of any of my obligations under this Agreement. I therefore agree that the Company shall be entitled (without limitation of any other rights or remedies otherwise available to the Company) to obtain an injunction from any court of competent jurisdiction prohibiting the continuance or recurrence of any breach of this Agreement. I hereby submit myself to the jurisdiction and venue of the courts of the State of Mississippi for purposes of any such action. I further agree that service upon me in any such action or proceeding may be made by first class mail, certified or registered, to my address as last appearing on the records of the Company.

5.4 Waiver. The waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof.

5.5 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the successors, executors, administrators, heirs, representatives and assigns of the parties.

5.6 Headings. The Section headings herein are intended for reference and shall not by themselves determine the construction or interpretation of this Agreement.

5.7 Modifications. All modifications or amendments to this Agreement must be in writing and signed by the party against whom enforcement of such modification or amendment is sought.

5.8 Employment at Will. Nothing in this Agreement shall be construed to grant me any right to continuing employment on any terms for any period of time. This Agreement shall continue in effect during my employment with the Company or any affiliate or subsidiary of the Company and shall remain in effect for the Restricted Period specified herein following my termination by any one of them.

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IN WITNESS WHEREOF, I have examined this Proprietary Information and Invention Assignment Agreement as of the 28 day of MARCH, 2001.

By: _____

Name: JAMIE HAMILTON

RECEIPT ACKNOWLEDGED:

[SmartSynch, Inc.] [SmartSynch, Ltd.]

By: _____

Name: Mark Rodger

Title: CEO

SCHEDULE 1.5A

- 5 -

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**PROPRIETARY INFORMATION AND
INVENTION ASSIGNMENT AGREEMENT**

In partial consideration and as a condition of my engagement and service as an employee of or continued employment with SmartSynch, Inc., a Delaware corporation (the "Company"), and effective as of the date that my engagement by the Company first commenced, the undersigned ("I" or the "employee") agrees as follows:

1. INVENTIONS.

1.1 Disclosure. I will disclose fully and promptly to the proper officers of the Company in writing any patentable or unpatentable, copyrightable or uncopyrightable, idea, invention, work of authorship (including, but not limited to computer programs, software and documentation), formula, device, improvement, method, process, technique or discovery (each, an "Invention") which relates to the Company's business that I conceive, make, develop, or work on, in whole or in part, solely or jointly with others during the term of my service as an employee of the Company (the "Employment Period") and for a period of six (6) months thereafter regardless of whether (a) such invention was conceived, made, developed or worked on during my regular hours of employment or my time away from work; (b) the Invention was made at the suggestion of the Company; or (c) the Invention was reduced to drawing, written description, documentation, models or other tangible form. All such disclosures shall describe in reasonable detail the best method of practice of the Invention and all information reasonably necessary to, and useful in, the practice of the Invention.

1.2 Assignment of Inventions to Company. I hereby assign and agree to assign to the Company, without royalty or any other further consideration, my entire right, title and interest in and to any Invention I am required to disclose under Section 1.1.

1.3 Records. I will make and maintain adequate and current written records of all Inventions covered by Section 1.2. These records shall be and remain the property of the Company.

1.4 Patents. Subject to Section 1.1, I will assist the Company in obtaining, maintaining, and enforcing patents and other proprietary rights in connection with any Invention covered by Section 1.2 for which the Company has or obtains any right, title or interest. I further agree that my obligations under this Section 1.4 shall continue beyond the termination of the Employment Period, but if I am called upon to render such assistance after the termination of the Employment Period, I shall be entitled to a fair and reasonable rate of compensation for such assistance. I shall, in addition, be entitled to reimbursement of any reasonable out-of-pocket expenses incurred at the request of the Company relating to such assistance.

1.5 Prior Contracts and Inventions: Information Belonging to Third Parties. I represent that, except as set forth on Schedule 1.5A hereto, there are no other contracts to assign inventions that are now in existence between any other person or entity and me. I further represent that I have no other employment or undertakings which might restrict or impair my performance of this Agreement. I will not, in connection with my employment by the Company, use or disclose to the Company any confidential trade secret or other proprietary information of any previous employer or other person to which I am not lawfully entitled. As a matter of record, I attach as Schedule 1.5B of this Agreement, a brief description of all Inventions made or conceived by me prior to my employment with the Company which I desire to be excluded from this Agreement.

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PATENT 012

REEL: 016419 FRAME: 0488

1.6 Prior Inventions; Assignment to Company. As a matter of record, I attach as Schedule 1.6 of this Agreement, a brief description of all Inventions which relate to the Company's business made or conceived by me prior to my employment with the Company which I desire to be assigned to the Company, and hereby assign to the Company, without royalty or further consideration, my entire right, title and interest in and to any Invention set forth on Schedule 1.6 hereto.

2. NONDISCLOSURE OF CONFIDENTIAL INFORMATION.

2.1 I agree that all confidential information which is forwarded to me by or on behalf of the Company shall be received in strict confidence and not used or disclosed by me outside the Company (except as required by law or court order) without the prior written consent of the Company, unless such information (a) was in the public domain at the time of disclosure, (b) later became part of the public domain through no act or omission by me, (c) was lawfully disclosed to me by a third party having the right to disclose it, or (d) was already known by me at the time of disclosure, as evidenced by written documents in my possession at the time of the disclosure. Such confidential information includes, but is not limited to, information pertaining to Company's business; sales; marketing; legal matters; products; technology; engineering; scientific; finances; research and development; and employees and further includes Company's plans; manuals; methods; specifications; ideas; designs; techniques; blueprints; procedures; documents; descriptions; lists; compilations; databases; innovations, and software (in source code or object code form). I further agree that the confidential information shall not be used by me except as necessary to perform the duties assigned to me during the Employment Period.

3. PROPERTY OF THE COMPANY.

All notes, memoranda, reports, drawings, blueprints, charts, graphs, manuals, materials, data and other papers and records of every kind which shall come into my possession at any time after the commencement of my employment by the Company, relating to any Inventions which I make while performing my duties as an employee of the Company or relating to confidential information shall be the sole and exclusive property of the Company. This property shall be surrendered to the Company immediately upon termination of the Employment Period, or immediately upon request by the Company at any other time either during or after the termination of the Employment Period.

4. MISCELLANEOUS.

4.1 Governing Law. This Agreement shall be construed and governed by the internal laws of the State of Delaware, without giving effect to its conflict of laws principles.

4.2 Enforcement. If any portion of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the maximum extent possible.

4.3 Injunctive Relief - Consent to Jurisdiction. I acknowledge that the Company will suffer substantial damages not readily ascertainable or fully compensable in terms of money in the event of the breach of any of my obligations under this Agreement. I therefore agree that the Company shall be entitled (without limitation of any other rights or remedies otherwise available to the Company) to obtain an injunction from any court of competent jurisdiction prohibiting the

Province of Alberta for purposes of any such action. I further agree that service upon me in any such action or proceeding may be made by registered mail to my address as last appearing on the records of the Company.

4.4 Waiver. The waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof.

4.5 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the successors, executors, administrators, heirs, representatives and assigns of the parties.

4.6 Headings. The Section headings herein are intended for reference and shall not by themselves determine the construction or interpretation of this Agreement.

4.7 Modifications. All modifications or amendments to this Agreement must be in writing and signed by the party against whom enforcement of such modification or amendment is sought.

4.8 Employment at Will. Nothing in this Agreement shall be construed to grant me any right to continuing employment on any terms for any period of time. This Agreement shall continue in effect during my employment with the Company or any affiliate or subsidiary of the Company and shall remain in effect for the periods specified herein following my termination by any one of them.

IN WITNESS WHEREOF, I have executed this Proprietary Information and Invention Assignment Agreement as of the 28 day of March, 2001.

By: DM Blackwell

Name: Dave Blackwell

RECEIPT ACKNOWLEDGED:

SmartSynch, Inc

By: [Signature]

Name: J. R. HAMILTON

Title: SR. VP. OPERATIONS

**PROPRIETARY INFORMATION AND
INVENTION ASSIGNMENT AGREEMENT**

In partial consideration and as a condition of my engagement and service as an employee of or continued employment with SmartSynch, Inc., a Delaware corporation (the "Company"), and effective as of the date that my engagement by the Company first commenced, the undersigned ("I" or the "employee") agrees as follows:

1. INVENTIONS.

1.1 Disclosure. I will disclose fully and promptly to the proper officers of the Company in writing any patentable or unpatentable, copyrightable or uncopyrightable, idea, invention, work of authorship (including, but not limited to computer programs, software and documentation), formula, device, improvement, method, process, technique or discovery (each, an "Invention") which relates to the Company's business that I conceive, make, develop, or work on, in whole or in part, solely or jointly with others during the term of my service as an employee of the Company (the "Employment Period") and for a period of six (6) months thereafter regardless of whether (a) such invention was conceived, made, developed or worked on during my regular hours of employment or my time away from work; (b) the Invention was made at the suggestion of the Company; or (c) the Invention was reduced to drawing, written description, documentation, models or other tangible form. All such disclosures shall describe in reasonable detail the best method of practice of the Invention and all information reasonably necessary to, and useful in, the practice of the Invention.

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Page 021

REEL: 016419 FRAME: 0491

1.6 Prior Inventions: Assignment to Company. As a matter of record, I attach as Schedule 1.6 of this Agreement, a brief description of all Inventions which relate to the Company's business made or conceived by me prior to my employment with the Company which I desire to be assigned to the Company, and hereby assign to the Company, without royalty or further consideration, my entire right, title and interest in and to any Invention set forth on Schedule 1.6 hereto.

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IN WITNESS WHEREOF, I have executed this Proprietary Information and Invention Assignment Agreement as of the 22 day of March, 2001.

By: 
Name: ALLEN SCRIBNER

RECEIPT ACKNOWLEDGED:

SmartSynch, Ltd.
By: 
Name: R. HAMILTON
Title: SR. VP OPERATIONS

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Received Jul-13-2005 06:15pm From-

To-

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RECORDED: 08/18/2005

REEL: 016419 FRAME: 0493