

RECORDATION FORM COVER SHEET PATENTS ONLY

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

Attorney Dkt. No.: 07169/288416

1. Name of conveying party(ies):

Sagebrush Technology, Inc.

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

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

AvL Technologies, Inc.
130 Roberts Street
Asheville, North Carolina 28801

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

3. Nature of conveyance/ Execution Date(s):

Execution Date(s) January 1, 2001

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Non-Exclusive License Agreement

4. Application or patent number(s):

A. Patent Application No.(s) _____

B. Patent No.(s) 5,105,672

☐ This document is being filed together with a new application. Additional numbers attached? Yes ☐ No ☒

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

ALSTON & BIRD LLP
Bank of America Plaza
101 South Tryon Street, Suite 4000
Charlotte, NC 28280-4000

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account
☐ None required (government interest not affecting title)

8. Deposit account number: 16-0605

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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.*

Scott E. Brient
 Name of Person Signing: Scott E. Brient
 Reg. No. 44,561

2/13/06
 Date

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

USPTO Fax Number for New Assignments (571) 273-0140

CH \$40.00 160605 5105672

NON-EXCLUSIVE LICENSE AGREEMENT

This Non-Exclusive License Agreement (the "Agreement") is entered into and effective as of the 1st day of January, 2001 (the "Effective Date"), by and between SAGEBRUSH TECHNOLOGY INC., having a place of business at 15100 Central Avenue SE, Albuquerque, New Mexico 87123, hereinafter referred to as "LICENSOR," and AvL TECHNOLOGIES, INC. whose business address is 130 Roberts Street, Asheville, North Carolina 28801, hereinafter referred to as "LICENSEE."

WHEREAS, LICENSOR is the owner of proprietary information embodied in confidential information including various trade secrets and know-how, and is the owner of United States Patent No. 5,105,672 for a Rotary Drive Apparatus Having One Member With Smooth Outer Peripheral Surface (the "Patent"), pertaining to limited rotation backlash free cable drive systems (herein DRIVE SYSTEMS), collectively referred to herein as "PROPRIETARY RIGHTS;" and

WHEREAS, LICENSOR, desires to grant to LICENSEE and LICENSEE desires to obtain from LICENSOR a non-exclusive field of use license under the PROPRIETARY RIGHTS on the terms and conditions set forth herein,

NOW, THEREFORE, in consideration of the premises, of the covenants contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, it is agreed that:

1. Definitions. In addition to other terms defined in this Agreement, the following definitions will apply:
 - A. "Royalty Year" means a period of four calendar quarters beginning on the Effective Date of this Agreement.
 - B. "Production Units" means DRIVE SYSTEMS and other apparatus embodying LICENSOR'S PROPRIETARY RIGHTS manufactured by or for LICENSEE, other than Prototype Units and Beta Test Units.
 - C. "Prototype Units and Beta Test Units" means apparatus that are for test and/or experimental use or for non-commercial use.
 - D. "Calendar Quarter" means the respective three-month periods ending March 31, June 30, September 30, and December 31 of each year.
 - E. "Field of Use" means use for positioning antennas.
 - F. "Territory" means throughout the world.

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discussions between them as to the subject matter prior to the date of execution of this Agreement and neither of the parties shall be bound by any conditions, definitions, warranties, or representations with respect to such subject matter, other than as expressly provided in this Agreement or as duly set forth on or subsequent to the date of execution hereof in writing and signed by the party, or by a proper and duly authorized representative of the party, to be bound thereby.

22. Governing Law. The laws of the State of New Mexico shall govern this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Non-Exclusive License Agreement to be signed as of the Effective Date.

SAGEBRUSH TECHNOLOGY, INC.

By: Joseph F. Zmuda
Joseph F. Zmuda, President

AvL TECHNOLOGIES, INC.

By: James L. Oliver
James L. Oliver, President