

ASSIGNMENT RECORDATION FORM COVER SHEET *Patents Only*

To the Honorable Commissioner of Patents and Trademarks:

August 1, 2006
Attorney Docket No. 9390-12

Please record the attached original documents or copy thereof.

1. Name of conveying party:

Adamasu Gebre
Carmenlaan 151, 1183 Amstelveen
The Netherlands

2. Name and address of receiving party:

Thales Navigation, Inc.
471 El Camino Real
Santa Clara, California 95050-4300

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Covenant Not to Sue and License Agreement
- Execution Date: May 15, 2006

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

4. Application Serial No. _____ Patent No. 5,126,941

If this document is being filed together with a new application, the execution date of the application is: _____

Additional numbers attached? Yes No

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

David K. Purks
Myers Bigel Sibley & Sajovec
P. O. Box 37428
Raleigh NC 27627

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$40.00
 Enclosed
 Authorized to be charged to deposit account

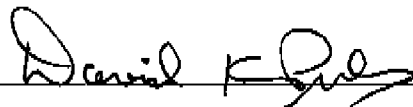
8. Deposit account number: 50-0220

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.

David K. Purks, Reg. No. 40,133
Signature

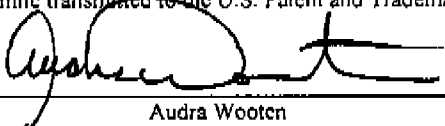


August 1, 2006
Date

Total number of pages including cover sheet, attachments and document: 11

CERTIFICATION OF FACSIMILE TRANSMISSION
UNDER 37 CFR § 1.8

I hereby certify that this correspondence is being facsimile transmitted to the U.S. Patent and Trademark Office via facsimile number 571-273-0140 on August 1, 2006.


Audra Wooten

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FINAL

COVENANT NOT TO SUE AND LICENSE AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into this ___ day of May, 2006 (the "Effective Date") by and among Mr. Adamasu Gebre, an individual residing at Carmenlaan 151, 1183 Amstelveen, The Netherlands and a citizen of the Netherlands (hereinafter referred to as "PATENTEE") and Thales Navigation, Inc., a California corporation having a principal place of business at 471 El Camino Real, Santa Clara, California, 95050-4300, United States (hereinafter referred to as "Thales").

RECITALS

WHEREAS, PATENTEE is the owner of all rights, title, and interest in and to United States Patent No. 5,297,049, directed to a Vehicle Guidance System; United States Patent No. 5,247,439, directed to a Vehicle Guidance System; United States Patent No. 5,126,941, directed to a Vehicle Guidance System; and United States Patent No. 5,504,683, directed to a Traffic Management System;

WHEREAS, PATENTEE is the owner of rights, title, and interest in and to United States Patent No. 6,314,368, directed to a Vehicle Guidance System and Method Therefor (herein after "the '368 Patent");

WHEREAS, THALES is a manufacturer of products that employ vehicle guidance systems and provides related services.

WHEREAS, PATENTEE and THALES wish to resolve the disputes between them relating to all of PATENTEE's patents relating to vehicle guidance systems and methods, and to release each other from any and all claims by, between or among the Parties pertaining thereto;

WHEREAS, THALES desires to license the '368 Patent and PATENTEE desires to grant a license to the '368 Patent; and

WHEREAS, PATENTEE and THALES have agreed to terms upon which they will resolve their disputes, as set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises recited herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. **Definitions:** The following terms, when used in this Agreement, shall have the meaning ascribed to them below:

1.1. The term "Traffic Patents" shall collectively refer to United States Patent No. 5,297,049, directed to a Vehicle Guidance System; United States Patent No.

- 5,247,439, directed to a Vehicle Guidance System; United States Patent No. 5,126,941, directed to a Vehicle Guidance System; and United States Patent No. 5,504,683, directed to a Traffic Management System, and any other United States patents and foreign patents related to vehicle guidance systems or related services which PATENTEE presently has rights to or which PATENTEE may obtain rights to in the future.
- 1.2. The "368 Patent" shall refer to United States Patent No. 6,314,368, directed to a Vehicle Guidance System and Method Therefor.
 - 1.3. The term "Affiliates" means any entity, corporation, partnership, joint venture, or other business organization directly or indirectly controlling or controlled by, or under direct or indirect common control of, Thales. As used in the foregoing sentence and elsewhere in this Agreement, the term "control" means the ownership, as of the Effective Date hereof or thereafter, of fifty percent (50%) or more of the securities or other ownership interest in such entity having ordinary voting power for the election of directors or otherwise having the power to direct the management and policies of such entity. Navigation Solutions, LLC shall be included as an Affiliate of Thales.
 - 1.4. The term "THALES" means, collectively, Thales, its Affiliates, and Thales' directors, officers, employees, agents, distributors, lessees, suppliers, consultants, representatives, insurers, division(s), and all other related foreign or United States domestic entities and individuals. The aforementioned entities and individuals are included in definition for THALES only in connection with their manufacture, use, lease, sale, offer for sale, import, export, and/or transfer of the Thales Products or the Licensed Products.
 - 1.5. The term "Parties" means PATENTEE and THALES collectively, and the term "Party" refers to PATENTEE or THALES individually.
 - 1.6. The term "Manufacturer" shall mean a manufacturing entity with which Thales has contracted for the purpose of manufacturing Licensed Products or Thales Products.
 - 1.7. The term "Direct Retailer" shall mean a retail establishment with which THALES has contracted for the purpose of marketing and selling Thales Products to End Users.
 - 1.8. The term "End User" shall mean a person or entity that purchases Thales Products from Thales and/or from a Direct Retailer for purposes of using the Thales Products in the marketplace.
 - 1.9. The term "Licensed Products" means any and all products manufactured by THALES and related services offered by THALES prior to the termination or expiration of this Agreement that incorporate vehicle guidance system or method therefor claimed by the '368 Patent.

1.10. The term "Thales Products" shall mean any and all products manufactured by THALES and related services offered by THALES prior to the termination or expiration of this Agreement that incorporate vehicle guidance systems or methods claimed by the Traffic Patents.

2. Consideration:

REDACTED

3. Mutual Releases:

3.1. PATENTEE releases THALES from all claims, demands, and rights of action that PATENTEE may have now or in the future for any infringement or alleged infringement of the Traffic Patents by the Thales Products and Licensed Products made, used, leased, sold, offered for sale, imported, exported, transferred and/or otherwise disposed of by or on behalf of THALES prior to the Effective Date of this Agreement.

3.2. THALES releases PATENTEE from all claims, demands, and rights of action that THALES may have, including those relating to one or more of the Traffic Patents and/or the '368 Patent.

4. Mutual Covenant Not To Sue:

4.1. PATENTEE covenants that he will not commence or maintain, or cause to be commenced or maintained, any suit or legal dispute against THALES, its Direct Retailers, its Manufacturers, or End Users whether at law or in equity, arising out of or relating to any Traffic Patents. The covenant of this Section 4.1 is for the benefit of THALES, its Direct Retailer, its Manufacturer, and End User only, and shall not extend to or be construed to confer upon any third party the benefit of this Section 4.

4.2. THALES covenants that it will not commence or maintain, or cause to be commenced or maintained, any suit or legal dispute against PATENTEE, his affiliates, successors, or assigns, whether at law or in equity, arising out of or relating to any Traffic Patents or the '368 Patent.

4.3. The covenant of this Section 4 does not constitute and shall not be construed to imply a license grant to THALES, its Direct Retailers, End Users, or to any third party to practice the Traffic Patents.

5. License Grant:

- 5.1. Subject to the terms and conditions herein, PATENTEE grants to THALES a fully paid, world-wide, nonexclusive license under the '368 Patent to make, Have-Made (in accordance with Section 5.2 below), import, export, use, lease, sell, offer for sale, transfer and/or otherwise dispose of any and all Licensed Products.
- 5.2. A license to Have-Made a Licensed Product shall mean a license granted to THALES to have a Licensed Product made by another manufacturer solely for THALES' import, export, use, lease, sale, offer for sale, transfer or other disposition on condition that at least significant portion of the designs and specifications for such product and the manufacturing drawings for the manufacture thereof are owned by, furnished by, and originate with THALES. In the absence of a written agreement to the contrary between THALES and another manufacturer, THALES shall be deemed to have authorized the other manufacturer to make a Licensed Product under the license granted to THALES in this Section 5.2 when the conditions specified in this Section 5.2 are fulfilled. Upon written request, THALES shall inform PATENTEE whether, and if so, to what extent, any manufacturer identified by PATENTEE is operating under the license granted in this Section 5.2, unless such disclosure would cause any breach of contract between THALES and the manufacturer, in which case, the THALES must provide PATENTEE with a written representation regarding the existence of such contract, the applicable confidentiality provision, and the term of such contract.
- 5.3. With respect to the foundry activities of THALES to manufacture a product for a third party, the license grant hereunder shall only include a license for the foundry manufacturing activity of THALES and shall exclude any license for the products, product designs, masks, mask information, technical information, design content or process information provided by the third party or any source other than THALES. The exclusion stated in this paragraph shall not apply to THALES's standard manufacturing process. It is agreed that PATENTEE shall not assert any unlicensed patent rights against THALES that apply to a third party's products, product designs, masks, mask information, technical information, design content or process information, but shall retain the right to assert its patents against the third party.
- 5.4. The licenses and releases granted herein are exclusive to THALES and shall not include any right to sublicense.
- 5.5. Except for the license expressly granted in this Section 5, no license is granted to any Party under this Agreement.

6. Confidentiality:

- 6.1. The payment amount set forth in Section 2.1 of this Agreement shall be held in strict confidence and shall not be disclosed to any third parties, except: (a) when

necessary to enforce the terms of this Agreement; (b) as required by law, or judicial, administrative, or regulatory order; or (c) to communicate necessary information to the Parties' respective accountants, consultants, lenders, creditors, insurers, brokers, agents, attorneys, and other persons who have a need to know in order (i) to carry out the terms of this Agreement or (ii) for the Parties to conduct their ordinary business activities. Except the payment amount of Section 2.1, there is no confidentiality restriction on terms or content of this Agreement.

- 6.2. Should a Party take measures pursuant to 37 C.F.R. § 3, *et seq.*, Assignment, Recording, and Rights of Assignee, in connection with the license grant set forth in Section 6 herein, the confidentiality of the payment amount set forth in Section 2.1 of this Agreement shall be preserved, and upon submission of a copy of this Agreement pursuant to 37 C.F.R. § 3.11, the payment amount set forth in Section 2.1 of this Agreement shall be redacted. The terms of Section 2 herein shall be redacted in all cases. The party undertaking the procedures set forth in 37 C.F.R. § 3, *et seq.* shall bear all costs related thereto, including the payment of fees required pursuant to 37 C.F.R. § 3.41.
- 6.3. At least fifteen (15) business days prior to making any disclosure of this Agreement or the attachments thereto as required by law, or judicial, administrative, or regulatory order, except for any disclosure pursuant to 37 C.F.R. § 3, *et seq.*, the Party making such disclosure shall provide written notice of its intention to make disclosure to the other Party; and the disclosing Party shall cooperate with any reasonable efforts by any non-disclosing Party ("Party Opposing Disclosure") to seek a protective order or comparable relief preventing, limiting or governing such disclosure. The Party Opposing Disclosure shall be responsible for their own attorneys' fees and costs as well as the reasonable attorneys' fees and costs of the Party from whom disclosure is requested or sought incurred in connection with the efforts to seek a protective order or comparable relief.
- 6.4. Any breach of this confidentiality provision shall be deemed a material breach of this Agreement and upon such material breach, this Agreement may be terminated by written notice to that effect by the non-breaching party.
7. Term and Termination:
 - 7.1. The covenant not to sue shall continue for six (6) years beyond the respective remaining lives of the Traffic Patents, and the license granted hereunder shall continue for the life of the '368 Patent.
8. No Warranties; Indemnification:
 - 8.1. PATENTEE makes no representations or warranties that any Traffic Patent or the '368 Patent is valid or that the manufacture, use, sale, or other disposal of the Patented Products or Licensed Products does not infringe upon any patent or other rights not vested in PATENTEE.

9. Miscellaneous:

- 9.1. This Agreement shall be binding upon and shall inure to the benefit of Thales, any present or future Affiliates of Thales, and any successors in interest to Thales or the Affiliates of such successors interest. Thales shall have the right, without prior approval of PATENTEE, to assign its rights hereunder to a successor in ownership of all or substantially all of Thales' assets relating to navigation systems. Further, in the event of a merger involving Thales or its Affiliates, acquisition of a controlling interest in Thales or its Affiliates by a third party, or a sale or disposition of all or substantially all of the assets of Thales to a third party and/or successors in interest, the rights herein granted to Thales shall be assignable and transferable.
- 9.2. No license is granted herein to either Party with respect to any trade secret, or copyright of any other Party and no Party is obligated hereunder to disclose to the other Party any technical or other information.
- 9.3. With the exception of the assignments and transferances allowed in Section 9.1, no Party may assign all or any portion of its rights or obligations under this Agreement without the prior written consent of the other Parties. No assignment of any rights granted under this Agreement shall be effective absent an assumption of all obligations imposed on that Party by this Agreement.
- 9.4. The Parties acknowledge and agree that the covenants and obligations set forth in this Agreement are personal in nature between the Parties and shall not inure to the benefit of any other person or entity. This Agreement shall be binding upon the permitted successors and assigns of the Parties.
- 9.5. Each Party to this Agreement will bear its own costs, expenses, and claims to interest and attorneys' fees, whether taxable or otherwise, incurred in or arising out of, or in any way connected with the matters which are referenced herein or otherwise related to the subject of this Agreement.
- 9.6. Each of the Parties represents, warrants, and agrees that in executing and entering into this Agreement it is not relying upon, and has not relied upon, any representation, promise, or statement made by anyone that is not recited, contained, or embodied in this Agreement.
- 9.7. Each of the Parties acknowledges that, before signing this Agreement, it was given an opportunity to read it, evaluate it, and consult with an attorney and other personal advisors.
- 9.8. This Agreement may be executed in any number of counterparts which, when combined, shall constitute one and the same instrument.
- 9.9. This Agreement contains the entire and only agreements between the Parties with respect to the subject matter hereof, there being merged herein any and all prior collateral representations, warranties, promises and conditions.

- 9.10. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding any conflicts of law rules that may require application of the laws of any other state or country. Any and all disputes between the Parties arising from or in connection with this Agreement, or touching upon any of the matters with which this Agreement is concerned, shall be adjudicated in the United States District Court for the Northern District of California or, if federal subject matter jurisdiction is lacking, any court of competent jurisdiction in the State of California. Each Party consents and submits to the exclusive jurisdiction of competent state and federal courts in the State of California, and to the venue of any litigation or proceeding regarding such dispute in San Francisco, State of California, United States of America.
- 9.11. If one or more provisions of this Agreement are ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction, then the validity and enforceability of all other provisions of this Agreement shall not in any way be affected or impaired.
- 9.12. No waiver of, failure of a Party to object to, or failure of a Party to take affirmative action with respect to any default, term, or condition of this Agreement, or any breach thereof, shall be deemed to imply or constitute a waiver of any other like default, term, or condition of this Agreement or subsequent breach thereof.
- 9.13. This Agreement is not intended, and shall not be construed, to create any relationship of employment, partnership, agency, or joint venture between the Parties. Nothing in this Agreement shall be construed as conferring a right to use in advertising, publicity, or otherwise any trademark, trade name, or trade dress of any Party; or authorizing or appointing any other Party to act as agent of the other, or to incur or assume any liability or obligation in the name of or on behalf of the other.
- 9.14. This Agreement cannot be altered or amended except by a writing signed by all Parties.
- 9.15. Each of the Parties represents and warrants that it has the right to enter into this Agreement, and to make and fulfill the warranties and promises set forth herein.
- 9.16. PATENTEE represents and warrants that, as of the date of execution of this Agreement, he is the sole owner of United States Patent Nos. 5,297,049; 5,247,439; 5,126,941; 5,504,683; and 6,314,368, and that he has not transferred or assigned his interest in any of these patents. PATENTEE represents that he is authorized to convey, grant, and exchange a license or covenant not to sue in each of the patents identified in this paragraph without the approval, consultation, or involvement in any manner of any person other than himself. To the extent of, and not exceeding, the monetary amount received from THALES under this Agreement, PATENTEE agrees to indemnify THALES, its Direct Retailer, its End User, and its Manufacturer for any and all expenses and liabilities (including reasonable attorneys' fees and costs) related to any allegations or claims of

infringement of the patents identified in this Section 9.16 made against Thales by any unauthorized third-party.

9.17. The Parties to this Agreement are represented by counsel of their choosing and have not relied on any representations made by or on behalf of the other Party in agreeing to the terms of this Agreement. The Parties acknowledge that they may hereafter discover facts different from or in addition to those they know or believe to be true with respect to the claims released herein and assume all risks that the facts or law may be, or become, different from the facts or law presently believed, and agree that this Agreement shall be and remain effective in all respects, not withstanding such different or additional facts or the discovery thereof. The Parties to this Agreement hereby expressly waive the provisions of Section 1542 of the California Civil Code, which states as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

9.18. Any notices or communications required under this Agreement shall be sent by facsimile and/or overnight mail to the following, or to such other address of which the addressee shall have theretofore notified the addressor both by facsimile and by overnight mail:

If to PATENTEE: Mr. David R. Wright
WORKMAN NYDEGGER
1000 Eagle Gate Tower
Salt Lake City, Utah 84111
United States
Facsimile: + 801-328-1707

If to THALES: Thales Navigation, Inc.
471 El Camino Real
Santa Clara, CA 95050
United States
Attention: General Counsel
Facsimile: +408-615-3961

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed below by their respective duly authorized officers.

PATENTEE

Mr. Admasu Gebre

TITLE

THALES NAVIGATION, INC.

NAME

TITLE

DATE

MAY 2006
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infringement of the patents identified in this Section 9.16 made against Thales by any unauthorized third-party.

9.17. The Parties to this Agreement are represented by counsel of their choosing and have not relied on any representations made by or on behalf of the other Party in agreeing to the terms of this Agreement. The Parties acknowledge that they may hereafter discover facts different from or in addition to those they know or believe to be true with respect to the claims released herein and assume all risks that the facts or law may be, or become, different from the facts or law presently believed, and agree that this Agreement shall be and remain effective in all respects, not withstanding such different or additional facts or the discovery thereof. The Parties to this Agreement hereby expressly waive the provisions of Section 1542 of the California Civil Code, which states as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

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WORKMAN NYDEGGER
1000 Eagle Gate Tower
Salt Lake City, Utah 84111
United States
Facsimile: + 801-328-1707

If to THALES: Thales Navigation, Inc.
471 El Camino Real
Santa Clara, CA 95050
United States
Attention: General Counsel
Facsimile: +408-615-3961

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed below by their respective duly authorized officers.

PATENTEE

THALES NAVIGATION, INC.

Mr. Admasu Gebre

NAME

9. Henry Guillard

TITLE

TITLE

CEO

X
9

