

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
1138037 Ontario Ltd. ("Alirt")	12/20/2006
RECEIVING PARTY DATA	
Name:	Piasetzki & Nenniger LLP
Street Address:	120 Adelaide Street West
Internal Address:	Suite 2308
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5H 1T1
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6753766
Application Number:	10742988
Application Number:	11478939
CORRESPONDENCE DATA	
Fax Number:	(973)331-1717
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	973-331-1700
Email:	lbudzyn@hoffmannbaron.com
Correspondent Name:	Ludomir A. Budzyn, Esq.
Address Line 1:	6 Campus Drive
Address Line 2:	Hoffmann & Baron, LLP
Address Line 4:	Parsippany, NEW JERSEY 07054-4406
ATTORNEY DOCKET NUMBER:	669-0
NAME OF SUBMITTER:	Ludomir A. Budzyn

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Total Attachments: 5

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ALINT

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of the 20th day of December, 2006, by and between 1138037 Ontario Ltd., doing business as "Alint", and John Patchell (hereinafter collectively referred to as "Client") and PIASETZKI & NENNIGER LLP ("Piasetzki & Nenniger").

WHEREAS Piasetzki & Nenniger has agreed to provide legal services in accordance with the Fee Agreement entered into between Client and Piasetzki & Nenniger;

AND WHEREAS as additional security for the fees and disbursements now outstanding or hereinafter incurred on the account of Client, Client has agreed to execute and deliver to Piasetzki & Nenniger this Intellectual Property Security Agreement creating a security interest in the intellectual property of the Client described herein;

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Fee Agreement, Client hereby represents, warrants, covenants and agrees as follows:

ARTICLE ONE INTERPRETATION

Section 1.01 In this agreement and in any amendments hereto, the following terms shall have the following meanings:

"Intellectual Property Collateral" means the intellectual property listed in Schedule A to this agreement;

"Intellectual Property Security Agreement" means this agreement as the same may be amended, supplemented, restated or replaced from time to time;

"Encumbrance" means any encumbrance, lien, charge, pledge, security interest of any nature, adverse claim, or any matter capable of registration against title;

"Event of Default" shall have the meaning ascribed thereto in Section 3.01;

"PPSA" means the *Personal Property Security Act*, R.S.O. 1990, Chapter P.10.

"Proceeds" means property in any form derived directly or indirectly from any dealing with the Intellectual Property Collateral;

"Security Interest" shall have the meaning ascribed thereto in Section 2.01.

Section 1.02 The division of this agreement into sections and the insertion of headings is done only for convenience of reference and shall not affect the construction or interpretation of this agreement.

ARTICLE TWO CREATION OF SECURITY INTEREST

Section 2.01 To secure its obligations under the Fee Agreement, Client grants and pledges to Piasetzki & Nenniger a security interest ("Security Interest") in all of Client's right, title and interest in, to and under its Intellectual Property Collateral, and including without limitation all Proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

Section 2.02 The rights and remedies of Piasetzki & Nenniger with respect to the Security Interest granted hereby are in addition to those set forth in the Fee Agreement, and those which are now or hereafter available to Piasetzki & Nenniger as a matter of law or equity. Each right, power and remedy of Piasetzki & Nenniger provided for herein or in the Fee Agreement, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein. The exercise by Piasetzki & Nenniger of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, or the Fee Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by Piasetzki & Nenniger of any or all other rights, powers or remedies.

Section 2.03 To the extent that the PPSA applies to the Security Interest created by this agreement, Client and Piasetzki & Nenniger acknowledge and agree that value has been given and that they intend the Security Interest to attach as of the date when legal services for which there is an outstanding balance were delivered to Client.

ARTICLE THREE EVENT OF DEFAULT

Section 3.01 The failure by Client to pay any fees and disbursements due under the Fee Agreement within sixty (60) business days after said fees and disbursements are due shall be considered an Event of Default.

Section 3.02 Upon the occurrence of an Event of Default, the Security Interest created herein shall immediately become enforceable, and Piasetzki & Nenniger may, in its sole discretion, and in addition to all other rights and remedies which it may have, forthwith or at any time thereafter:

- (a) take any necessary or desirable steps to accomplish the transfer and assignment of the full and exclusive right to the Intellectual Property Collateral from Client to Piasetzki & Nenniger;
- (b) commence legal action to enforce payment of the fees and disbursements due;
- (c) file any documents necessary or desirable to have its claim lodged in any bankruptcy, winding-up, liquidation, dissolution or other proceedings (voluntary or otherwise) relating to Client; and
- (d) take any other action authorized or permitted by this Intellectual Property Security Agreement, the Fee Agreement, or by law or equity.

ARTICLE FOUR WARRANTIES AND COVENANTS

Section 4.01 Client covenants to take whatever steps are necessary to maintain its Intellectual Property Collateral from lapsing, including, by way of example but not by way of limitation, payment of patent maintenance fees.

Section 4.02 Client covenants to enforce its rights in the Intellectual Property Collateral against infringing users as it becomes aware of any infringing activities.

Section 4.03 Client warrants that as of the date of execution of this agreement, the Intellectual Property Collateral is free of any Encumbrance apart from the non-exclusive license to Delphi Corp. Client also covenants that it will not assign or transfer or grant any right in the Intellectual Property Collateral to a third party following the execution of this agreement, including by way of example but not by way of limitation granting any further Security Interests in the Intellectual Property Collateral to a third party.

ARTICLE FIVE GENERAL

Section 5.01 Client hereby irrevocably constitutes and appoints Piasetzki & Nenniger as the true and lawful attorney of Client, with power of substitution in the name of the Client to do any and all acts that Piasetzki & Nenniger considers necessary or desirable to carry out the provisions and purposes of this agreement or to exercise any of its rights and remedies hereunder.

Section 5.02 Piasetzki & Nenniger may, in whole or in part, and at its sole discretion, waive any breach of any of the provisions of this agreement by Client, any default by Client in the payment of its obligations under the Fee Agreement, or any of its rights and remedies whether provided hereunder or otherwise, provided that no such waiver shall be

considered to have been given unless expressly given by Piasetzki & Nenniger to Client in writing, and that no such waiver shall in any way affect the rights or remedies of Piasetzki & Nenniger, whether provided for in this agreement or otherwise, to subsequent performance by the Client in accordance with the provisions of this agreement or the Fee Agreement.

Section 5.03 If any provision herein is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, in whole or in part, such determination shall not impair or affect the validity, legality or enforceability of any of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.

Section 5.04 This agreement shall enure to the benefit of and shall be binding upon each of the parties hereto and their respective heirs, executors, successors and assigns.

Section 5.05 This agreement is governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in such province. The parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of Ontario and the Federal Court of Canada, and all courts competent to hear appeals therefrom.

Section 5.06 No waiver of any provision of this agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

Section 5.07 This agreement and the Security Interest herein are in addition to and not in substitution for any other security now or hereafter held by Piasetzki & Nenniger in respect of Client or the Intellectual Property Collateral.

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the date first written above.

CLIENT 1138037 DATARIO LTD. (ALIRT)

By: Nelson R. Wood
Name: Nelson R. Wood
Title: President

PIASETZKI & NENNIGER LLP

By: Greg Piasetzki
Name: Greg Piasetzki
Title: Partner

SCHEDULE A

Intellectual Property

CANADIAN PATENT APPLICATIONS

	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
1.	2,331,209	January 15, 2001	Detecting Device and Method of Using Same

U.S. PATENT APPLICATIONS

	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
1.	6,753,766	March 7, 2001	Detecting Device and Method of Using Same
2.	U.S. 10/742,988	December 22, 2003	Detecting Device and Method of Using Same
3.	U.S. Ser. No. 11/478,939	June 30, 2006	A Method of Distinguishing, From a Moving Platform, Stationary Objects From Moving Objects

EUROPEAN PATENT APPLICATIONS

	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
1.	EP 1 363 807	January 14, 2002	Blind Spot Monitoring and Method

PCT APPLICATIONS

	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
1.	PCT/CA2006/001091	June 30, 2006	A Method of Distinguishing, From a Moving Platform, Stationary Objects From Moving Objects