

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Advance Warning Analytical Communication Systems (N.Z.) Limited</td><td>04/28/2007</td></tr><tr><td>AWACS Communications (N.Z.) Limited</td><td>04/28/2007</td></tr></tbody></table>		Name	Execution Date	Advance Warning Analytical Communication Systems (N.Z.) Limited	04/28/2007	AWACS Communications (N.Z.) Limited	04/28/2007						
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Advance Warning Analytical Communication Systems (N.Z.) Limited	04/28/2007												
AWACS Communications (N.Z.) Limited	04/28/2007												
RECEIVING PARTY DATA													
<table border="1"><tr><td>Name:</td><td>MICHAEL S SUTTON LIMITED</td></tr><tr><td>Street Address:</td><td>1A Glasgow Street</td></tr><tr><td>Internal Address:</td><td>Kelburn</td></tr><tr><td>City:</td><td>Wellington</td></tr><tr><td>State/Country:</td><td>NEW ZEALAND</td></tr><tr><td>Postal Code:</td><td>6012</td></tr></table>		Name:	MICHAEL S SUTTON LIMITED	Street Address:	1A Glasgow Street	Internal Address:	Kelburn	City:	Wellington	State/Country:	NEW ZEALAND	Postal Code:	6012
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PROPERTY NUMBERS Total: 1													
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Patent Number:</td><td>5771238</td></tr></tbody></table>		Property Type	Number	Patent Number:	5771238								
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CORRESPONDENCE DATA													
Fax Number: (713)355-9689 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
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NAME OF SUBMITTER:	Timothy W. Johnson												
Total Attachments: 6 source=Assignments#page1.tif source=Assignments#page2.tif source=Assignments#page3.tif													

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Between

**AWACS COMMUNICATIONS (N.Z.) LIMITED**  
("Assignor")

and

**MICHAEL S SUTTON LIMITED**  
("Assignee")

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**DEED OF ASSIGNMENT**

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Between

**ADVANCE WARNING ANALYTICAL COMMUNICATION SYSTEMS (N.Z.) LIMITED**  
("Assignor")

and

**MICHAEL S SUTTON LIMITED**  
("Assignee")

---

**DEED OF ASSIGNMENT**

---

Deed of Assignment dated: the 28 day of April, 2007

**Parties:**

**ADVANCE WARNING ANALYTICAL COMMUNICATION SYSTEMS (N.Z.) LIMITED** at Wellington(hereinafter "Assignor")

-and-

**MICHAEL S SUTTON LIMITED** at Wellington hereinafter "Assignee")

**Introduction:**

- A. The parties desire to clear title to the Technology and Intellectual Property Rights as defined herein and establish such title in the Assignee; and

**Operative Part:**

NOW, THEREFORE, the parties agree as follows:

1. 'TECHNOLOGY' means all communications technology related to paging or cellular networks including the technology described in Schedule A attached hereto.
2. 'INTELLECTUAL PROPERTY RIGHTS' means all property rights which subsisted or existed, now subsist or exist, or may in the future subsist or exist in the TECHNOLOGY including without limitation, all patents, trade marks, copyright, know how, designs, trade secrets, confidential information and all other rights of a proprietary nature together with the benefit of all licenses, if any, rights or entitlements to use or exploit the TECHNOLOGY or the intellectual property rights of others.


In particular, 'INTELLECTUAL PROPERTY RIGHTS' includes U.S. Patent No.5,771,238 and all related pending, abandoned or priority patents and applications; New Zealand Patent No. 247104 filed on March 10, 1993, PCT Application No. PCT/NZ94/00019, PCT Publication No. WO94/21051, and any Canadian, European or any other related patent applications or patents now issued or later issued; and all licenses, if any, related to said patents or applications.


3. The Assignor, in consideration of the payment by the Assignee of one hundred dollars (\$100.00) and other good and valuable consideration("the price"), the receipt and sufficiency of which is hereby acknowledged, hereby quit claims, assigns, conveys and transfers any and all right, title, and interest that the Assignor may have had, may have or has in the TECHNOLOGY and INTELLECTUAL PROPERTY RIGHTS to the Assignee including all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present, and future infringement of the rights assigned or to be assigned under this Agreement.

  
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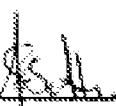
4. It is the intention of the parties that the assignment of the Assignor's interest in the **TECHNOLOGY and INTELLECTUAL PROPERTY RIGHTS** to the Assignee to the Purchasers shall not be a gift in whole or in part within the meaning of the Estates and Gift Duty Act 1968. If the value of the Assignor's interest in the **TECHNOLOGY and INTELLECTUAL PROPERTY RIGHTS** as at the date of this agreement is determined for Gift Duty, Income Tax or Goods & Services Tax purposes as different from the Price then the value so determined shall be substituted for the Price and the difference shall be acknowledged as a debt by the Assignee to the Assignor. Under no circumstances shall this provision affect the transfer of any rights conveyed herein. The parties agree that the rights conveyed herein do not act as collateral for any debt created under this provision and the transfer is considered an absolute transfer and independent of such debt.
5. The Assignee may, in its discretion, file notices or registration with any governmental or regulatory agency including the United States Patent and Trademark Office. The Assignor agrees to sign or otherwise execute all documents necessary in filing such notices or registrations.
6. This agreement may be executed in one or more counterpart copies which, read together, shall constitute one and the same instrument. Any facsimile copy of this agreement (including any facsimile copy of any document evidencing the execution of this agreement by either party) may be relied upon by the other party as though it were an original copy.

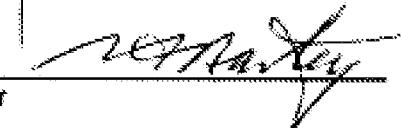
Signed by **ADVANCE WARNING ANALYTICAL  
COMMUNICATION SYSTEMS (N.Z.) LIMITED**  
as Assignor by two Directors

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director

Signed by **MICHAEL S SUTTON LIMITED**  
as Assignee by two Directors:

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director

Deed of Assignment dated: the <sup>28<sup>th</sup></sup> day of April, 2007

Parties:

**AWACS COMMUNICATIONS (N.Z.) LIMITED** at Wellington hereinafter "Assignor")

-and-

**MICHAEL S SUTTON LIMITED** at Wellington hereinafter "Assignee")

Introduction:

- A. The parties desire to clear title to the Technology and Intellectual Property Rights as defined herein and establish such title in the Assignee; and

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NOW, THEREFORE, the parties agree as follows:


1. 'TECHNOLOGY' means all communications technology related to paging or cellular networks including the technology described in Schedule A attached hereto.
2. 'INTELLECTUAL PROPERTY RIGHTS' means all property rights which subsisted or existed, now subsist or exist, or may in the future subsist or exist in the TECHNOLOGY including without limitation, all patents, trade marks, copyright, know how, designs, trade secrets, confidential information and all other rights of a proprietary nature together with the benefit of all licenses, if any, rights or entitlements to use or exploit the TECHNOLOGY or the intellectual property rights of others.


In particular, 'INTELLECTUAL PROPERTY RIGHTS' includes U.S. Patent No.5,771,238 and all related pending, abandoned or priority patents and applications; New Zealand Patent No. 247104 filed on March 10, 1993, PCT Application No. PCT/NZ94/00019, PCT Publication No. WO94/21051, and any Canadian, European or any other related patent applications or patents now issued or later issued; and all licenses, if any, related to said patents or applications.

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4. It is the intention of the parties that the assignment of the Assignor's interest in the **TECHNOLOGY and INTELLECTUAL PROPERTY RIGHTS** to the Assignee to the Purchasers shall not be a gift in whole or in part within the meaning of the Estates and Gift Duty Act 1968. If the value of the Assignor's interest in the **TECHNOLOGY and INTELLECTUAL PROPERTY RIGHTS** as at the date of this agreement is determined for Gift Duty, Income Tax or Goods & Services Tax purposes as different from the Price then the value so determined shall be substituted for the Price and the difference shall be acknowledged as a debt by the Assignee to the Assignor. Under no circumstances shall this provision affect the transfer of any rights conveyed herein. The parties agree that the rights conveyed herein do not act as collateral for any debt created under this provision and the transfer is considered an absolute transfer and independent of such debt.
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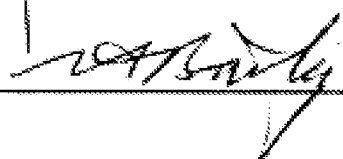
Signed by **AWACS COMMUNICATIONS  
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as Assignor by two Directors

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director

Signed by **MICHAEL S SUTTON LIMITED**  
as Assignee by two Directors:

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director