

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
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<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Melissa Data Corporation	12/31/2008

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Metro One Telecommunications, Inc.
<b>Street Address:</b>	11200 Murray Scholls Place
<b>Internal Address:</b>	Donald W. Douglas
<b>City:</b>	Beaverton
<b>State/Country:</b>	OREGON
<b>Postal Code:</b>	97007

<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	6970880
<b>Application Number:</b>	11259986
<b>Application Number:</b>	61085291

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(503)697-3177
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	(503) 970-6415
<b>Email:</b>	dondouglas@qwest.net
<b>Correspondent Name:</b>	Donald W. Douglas
<b>Address Line 1:</b>	698 Carrera Lane
<b>Address Line 4:</b>	Lake Oswego, OREGON 97034

<b>NAME OF SUBMITTER:</b>	Donald W. Douglas
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Total Attachments: 8  
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## ROYALTY AND SECURITY AGREEMENT

THIS ROYALTY AND SECURITY AGREEMENT (the "Agreement") is made as of the 31<sup>st</sup> day of December, 2008, by and between Metro One Telecommunications, Inc. ("Metro One"), and Melissa Data Corporation ("MD") with reference to the following:

Metro One and MD are parties to that certain Purchase and Sale Agreement dated as of December 31, 2008 (the "Purchase Agreement"), pursuant to which Metro One is selling to MD, simultaneously with the delivery of this Agreement, The M1 Data Business, as such term is defined in the Purchase Agreement. As part of the sale of The M1 Data Business, Metro One has agreed to assign, to the extent the same are assignable, Metro One's interest in certain Intellectual Property, as such term is defined in the Purchase Agreement related to The M1 Data Business.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which hereby are acknowledged, Metro One and MD agree as follows:

**1. Conveyance.** Metro One hereby assigns and transfers unto MD, to the extent assignable by Metro One, all of Metro One's right, title, claim and interest in and under all of the Intellectual Property listed in Exhibit A attached hereto.

**2. Royalty Payments.** In consideration of the conveyance of the Intellectual Property to MD provided above, MD agrees to pay to Metro One, the following payments which are also included in section 2 of the Purchase Agreement :

2.1 One Hundred Thousand Dollars (\$100,000) simultaneously with the execution of this Agreement;

2.2 Fifty Thousand Dollars (\$50,000) on or before March 31, 2009;

2.3 Twenty-Five Thousand Dollars (\$25,000) on or before June 30, 2009;

2.4 One Hundred Thousand Dollars (\$100,000) on or before December 31, 2009; and

2.5 One Hundred Thousand Dollars (\$100,000) on or before December 31, 2010.

No offsets of payments due on this agreement may be made by MD except for damages due to fraud or intentional and knowing misstatements by the CEO of Metro One.

**3. Character of Payments.** Metro One and MD each acknowledge, covenant and agree to treat and report consistently in any federal or state tax returns due or made in connection with and following closing of the transaction provided in the Purchase Agreement, the payments made by MD in accordance with Section 2 above as royalty payments by MD to Metro One arising from the sale and conveyance of the Intellectual Property by Metro One to MD.



**4. Security; Perfection.** Simultaneously with the execution of this Agreement and the conveyance of the Intellectual Property by Metro One to MD, as collateral security for the prompt and unconditional payment and performance of MD's obligations under Section 1.B of the Purchase Agreement and this Agreement (collectively, the "Secured Obligations"), MD hereby grants to Metro One a first and prior purchase money security interest in and first priority lien upon all of MD's right, title and interest, now owned and hereafter acquired, in and to all of the Intellectual Property and in and to all of the other intangible assets conveyed by Metro One to MD in connection with and as part of the transaction provided for in the Purchase Agreement (collectively, the "Collateral"). MD will take all steps necessary or appropriate to ensure that the security interests granted to Metro One in this Agreement are at all times perfected and of first-lien priority. Without limiting the generality of the foregoing, MD covenants that it will sign any financing statements, certificates of title, amendments, assignments, registrations or filings with governmental offices or agencies, correction statements, and other documents relating to the Collateral that Metro One may request in order to perfect, reperfect or maintain perfection of any security interest granted herein. MD authorizes Metro One to file such documents without MD's signature, and MD hereby grants to Metro One a power of attorney to execute such documents as MD's attorney in fact, which power of attorney is coupled with an interest and is irrevocable until the Secured Obligations have been indefeasibly paid or performed in full by MD; provided, however, that Metro One may exercise this power of attorney only to the extent such is reasonably necessary for Metro One to preserve, maintain or otherwise obtain a first lien priority on the Collateral.

**5. Representations and Covenants.**

5.1 MD represents and warrants to Metro One that (i) MD is the sole owner of the Collateral, free of any liens, security interests, claims or other encumbrances of any kind, other than any liens, security interests, claims or other encumbrances that have been created by, through or under Metro One prior to the closing of the sale of the Collateral to MD and that survive the conveyance of the Collateral by Metro One to MD; (ii) MD's full legal name is exactly as shown in the first paragraph of this Agreement and MD has not had any other name during the five years immediately preceding the date of this Agreement and does not currently anticipate changing its name; (iii) MD is a corporation organized under the laws of the state of California; and (iv) MD's chief executive office is located at 22382 Avenida Empresa, Rancho Santa Margarita, California.

5.2 MD covenants that it will (i) timely pay the royalties provided for in Paragraph 2 above and will timely perform its obligations under the Purchase Agreement; (ii) at all times, keep the Collateral free of all liens and encumbrances; (iii) without the prior written consent of Metro One, not sell, license, lease or otherwise convey or dispose of any portion of the Collateral or any rights therein (other than the grant of temporary and non-exclusive licenses in any of the Collateral to customers for access to or the use of data in the ordinary course of MD's business, for which Metro One's consent is not required); (iv) comply with all laws and regulations affecting the ownership or use of the Collateral and will not permit the waste or destruction of any of the Collateral; (v) reimburse Metro One for any reasonable and necessary expenditures by Metro One for the maintenance, protection and preservation



of the Collateral or Metro One's security interest in the Collateral; provided, however, in no event will Metro One have any obligation to make such expenditures, nor any liability for failing to make such expenditures; and (vi) not change its name, the location of its chief executive office or its form of organization or state of organization without at least ten business days prior written notice to Metro One.

**6. Events of Default.** Each of the following shall constitute an event of default under this Agreement:

(a) The failure by MD to pay in full any royalty payments provided for in Section 2 of this Agreement within ten (10) days after such payment is due and payable under the provisions of this Agreement or the Purchase Agreement, as applicable, whether upon acceleration, maturity or otherwise;

(b) The failure by MD to pay or perform in full any of its obligations under this Agreement or the Purchase Agreement (other than the payment of monies as provided in subsection (a) above) within thirty (30) days after written notice to MD of such nonpayment or nonperformance;

(c) MD's direct or indirect sale, assignment, transfer, exchange or conveyance of all or substantially all of its assets or the dissolution or liquidation of MD; or

(d) The filing by MD for voluntary bankruptcy, reorganization, liquidation or dissolution under the Federal Bankruptcy Act (as now or hereafter in effect) or under any other bankruptcy or insolvency act or law, or the filing against MD of proceedings for involuntary bankruptcy, reorganization, liquidation or dissolution under any such act, or for its adjudication as bankrupt or insolvent, or for the appointment of a receiver of the property of MD, if such filing, decree or order shall have continued unstayed, on appeal or otherwise, and in effect for a period of thirty (30) days.

**7. Remedies.**

7.1 In addition to the rights and remedies granted to Metro One in this Agreement, Metro One will at all times have the rights and remedies of a secured party under the Uniform Commercial Code, as the same may, from time to time, be in effect in the State of California; provided, however, in the event that, by reason of unwaivable mandatory provisions of law, any or all of the attachment, perfection, priority or enforcement of any of the security interests granted in this Agreement is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of California, then the Uniform Commercial Code as in effect in such other jurisdiction for purposes, and to the extent, of such unwaivable mandatory provisions shall apply (hereinafter, the "UCC").

7.2 After the occurrence, and during the continuance of an event of default, Metro One may take any one or more of the following actions in its sole discretion:



(a) Declare all of the royalty payments provided in Section 2 of this Agreement due and payable, without presentment, demand, protest or other notice of any kind, all of which are expressly waived;

(b) With or without entering the premises of MD, take custody of, disable, sell or remove any or all of the Collateral, without notice or demand and without judicial process, liability for trespass or the responsibility to post a bond or other financial undertaking;

(c) Require MD to assemble the Collateral, and make it available to Metro One at MD's premises or at any other location selected by Metro One;

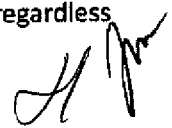
(d) Sell, lease, collect or otherwise dispose of the Collateral. If notice of sale or disposition of Collateral is required, ten calendar days notice of any intended sale or other disposition of the Collateral will be deemed to be reasonable. Under no circumstances will Metro One be required to expedite or delay sale of all or any part of the Collateral due to prevailing or expected conditions in the market for such Collateral. Each purchaser at any such sale will hold the property sold absolutely free from any claim or right on the part of MD, and MD hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Metro One will not be obligated to make any sale of Collateral regardless of notice of sale having been given. Metro One may adjourn any public or private sale from time to time by announcement at the time and place fixed therefore, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Metro One may specifically disclaim any and all warranties of any kind with respect to sales of Collateral; or

(e) Accept and receive payment of, receipt for or defend, settle, compromise or adjust any claim, suit, action or proceeding with respect to the Collateral. In doing so, any determination made by Metro One as to the risks of litigation and collectability will be deemed to be commercially reasonable unless made in bad faith.

7.3 The proceeds of sales, leases, collections or other dispositions of the Collateral will not be credited to the Secured Obligations unless and until actually received in cash by Metro One. Metro One may credit such proceeds against the Secured Obligations in such order as it elects in its sole discretion.

7.4 MD will pay any deficiency remaining after application of the net proceeds of the Collateral to the Secured Obligations. Nothing in this Agreement shall require Metro One, following the occurrence of an event of default, to proceed against the Collateral or to otherwise pursue any remedy provided herein with respect to the Collateral prior to pursuing any other remedies it may have against MD under the Purchase Agreement or otherwise.

7.5 Under no circumstances will Metro One be deemed to have elected to retain possession of all or any part of the Collateral in satisfaction of the Secured Obligations unless Metro One has given MD written notice of a proposal to do so pursuant to the provisions of the UCC expressly specifying the procedure for retention of collateral in satisfaction of the obligations it secures, regardless



of the length of time the Collateral remains in Metro One's possession after the occurrence of an event of default. Under no circumstances will Metro One have any liability as a result of a decline in the market value of the Collateral while Metro One holds it.

7.6 MD hereby irrevocably grants to Metro One a license or other right to use, after the occurrence and during the continuance of an event of default, without charge, all MD's labels, patents, copyrights, trade secrets, trade names, trademarks, service marks, customer lists, licenses, franchise agreements, advertising matter and other property of a similar nature, in completing production of, advertising for sale and selling, leasing, licensing or otherwise disposing of any and all Collateral.

7.7 MD waives any right MD may have or claim to require Metro One to seek to recover payment of the Secured Obligations, or any portion thereof from any person or entity obligated therefor other than MD.

8. **Revival of Security Interest.** To the extent MD makes a payment to Metro One or Metro One receives any payment of proceeds of Collateral, which is later invalidated, declared to be a fraudulent transfer or preference, set aside or required to be repaid under any bankruptcy law, other law or equitable principle, Metro One's interest in the Collateral will be revived and continue as if the payment or proceeds had never been received by Metro One.

9. **Release of Lien Upon Final Payment.** Following payment of all sums and performance of all obligations by MD due Metro One under this Agreement and under the Purchase Agreement, Metro One covenants that it will execute any termination of financing statements, or sign any amendments, registrations or filings with governmental offices or agencies or other documents necessary or appropriate to procure the complete release of the lien created by this Agreement on any of the Collateral. Following fifteen (15) days prior written demand from MD to Metro One and failure by Metro One reasonably to object to such demand, Metro One authorizes MD to file such documents without Metro One's signature, and Metro One hereby grants to MD a power of attorney to execute such documents as Metro One's attorney in fact, which power of attorney is coupled with an interest and is irrevocable; provided, however, that MD may exercise this power of attorney only after (i) Metro One is certified by the Oregon Secretary of State as not being in good standing in Oregon; (ii) Metro One is not responsive to requests from MD to remove its lien from the Collateral; and (iii) exercise of such power is reasonably necessary for MD to obtain clear title to the Collateral following full satisfaction of all MD's obligations to Metro One hereunder and under the Purchase Agreement.

10. **Miscellaneous.**

10.1 This Agreement and the Purchase Agreement contain the complete and final expression of the entire agreement of the parties. No provision of this Agreement may be amended, modified, waived or supplemented, except by a writing signed by the party sought to be charged with the amendment, modification, waiver or supplementation. No waiver by Metro One of any default or event of default will be a waiver of any other default or event of default.



10.2 All rights and remedies of Metro One will be cumulative and may be exercised at such times and in such order as Metro One determines, and no delay or omission in exercising any right or remedy will be a waiver of it.


10.3 This Agreement is irrevocable by MD and will remain in full force and effect until (i) all of the Secured Obligations have been indefeasibly performed or paid in full in cash; and (ii) this Agreement has been terminated in writing by Metro One. This is a continuing security agreement and will continue in effect even though MD may, for a period of time, pay or perform the Secured Obligations in full and not be indebted to Metro One.

10.4 In the event of any default under this Agreement or in the event that any dispute arises relating to the interpretation, enforcement or performance of this Agreement, Metro One will be entitled to collect from MD on demand all fees and expenses incurred in connection therewith, including but not limited to reasonable fees of attorneys, accountants, appraisers, environmental inspectors, consultants, expert witnesses, arbitrators, mediators and court reporters. Without limiting the generality of the foregoing, MD will pay all such costs and expenses incurred in connection with: (a) arbitration or other alternative dispute resolution proceedings, trial court actions and appeals; (b) bankruptcy or other insolvency proceedings of MD, any guarantor or other party liable for any of the Secured Obligations or any party having any interest in any security for any of the Secured Obligations; (c) judicial or nonjudicial foreclosure on any security for any of the Secured Obligations; (d) post-judgment collection proceedings; (e) all claims, counterclaims, cross-claims and defenses asserted in any of the foregoing whether or not they arise out of or are related to this Agreement; (f) all preparation for any of the foregoing; and (g) all settlement negotiations with respect to any of the foregoing.

10.5 Any amounts not paid in full when due and payable under the provisions of this Agreement, whether upon acceleration or otherwise, including without limitation any accrued and unpaid interest, shall bear interest at the rate of eighteen percent (18%), compounded daily, from the date such amount was first due and payable until paid. All expenditures, fees, costs and other amounts for which MD is required to reimburse Metro One under this Agreement will bear interest at eighteen percent (18%) per annum, compounded monthly, from the date paid by Metro One and will be payable by MD five days after written demand by Metro One.

10.6 Any notice under this Agreement must be in writing and given as provided in the Purchase Agreement.

10.7 This Security Agreement will be governed by, and construed in accordance with the laws of the state of California as applicable to contracts entered into in the state of California between residents of such state and to be wholly performed in such state.

A handwritten signature in black ink, appearing to be a stylized name, located in the lower right quadrant of the page.



10.8 This Agreement may be executed in any number of counterparts and by each party on a separate counterpart, each of which when so executed and delivered will be deemed an original and all of which taken together will constitute but one and the same instrument.

10.9 Metro One may assign the benefits of this Agreement, together with any or all of the Secured Obligations, and, upon such assignment, the assignee or assignees will be entitled to all the benefits of this Agreement and MD will be obligated to the assignee or assignees for performance of MD's obligations under this Agreement. After such an assignment, Metro One will have no liability for any actions or omissions of the assignee or assignees. MD may not assign this Agreement, or delegate its duties hereunder, without the prior written consent of Metro One. Subject to the foregoing, this Agreement will inure to the benefit of and be binding upon the heirs, successors and assigns of MD and Metro One.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date and year first above written.

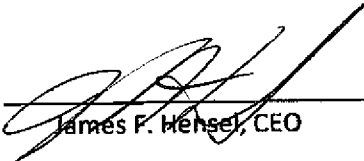
MD:

Melissa Data Corporation

By:   
John Melissa, Vice President

Metro One:

Metro One Telecommunications, Inc.

By:   
James F. Hensel, CEO

**EXHIBIT A  
TO  
ROYALTY AND SECURITY AGREEMENT**

A. Unites States Patent No: 6,970,880  
Filed: November 14, 2001  
Inventors: Camarillo, David W.  
Title: SYSTEM AND METHOD FOR CREATING AND MAINTAINING DATA RECORDS TO IMPROVE ACCURACY THEREOF

B. United States Patent Application Serial No: 11/259,986  
Filed: October 26, 2005  
Inventors: Ljubicich, Philip A.; Camarillo, David W.; Kumar, Pankaj  
Title: SYSTEM AND METHOD FOR CREATING AND MAINTAINING DATA RECORDS TO IMPROVE ACCURACY THEREOF

C. United States Provisional Patent Serial No: 61/085,291  
Filed: July 31, 2008  
Inventor: Ljubicich, Philip A.  
Title: DO NOT CALL CLEANSE PROCESS

DB One – The DB One asset includes all software source code for the DB One database and its associated utilities along with any compiled versions of the database. DB One is a non-relational database engine that has been optimized for text searching.

Skynet – The Skynet asset is a distributed software application for processing data on clusters of Linux systems. It includes software to process Telco listing data into a variety of data products including a current Telco database and a historical Telco database. The asset includes all software source code to build the Skynet application binaries and a copy of the open source software that it depends on (which includes Sun Grid Engine). It further includes all configuration information required to manage the processing of Telco data and other data products.

Batch System – The Batch System is a distributed software application for processing customer data update requests against a reference data set on clusters of Linux systems. The asset includes all software source code to build the Batch System installation binaries and configuration information to allow it to process customer data requests against the current Telco databases and historical Telco databases produced on the Skynet clusters.

API System – The API system is a software application which allows customers to make dynamic queries using our Application Programmer Interface. The assets include all software source code to facilitate this process, including examples that customers use to build the interface.

Tradename: M1 Data and Analytics  
800-763-6063  
www.m1data.com

