

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE

CONVEYING PARTY DATA

Name	Execution Date
Joseph D Smith	05/15/2009

RECEIVING PARTY DATA

Name:	ThinAir Wireless Corporation
Street Address:	1001 S. Dairy Ashford
Internal Address:	Suite 100
City:	Houston
State/Country:	TEXAS
Postal Code:	77077

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	6611686
Patent Number:	6879962

CORRESPONDENCE DATA

Fax Number: (832)413-5419
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: uspto@rawlins-law.com
 Correspondent Name: Keith C. Rawlins
 Address Line 1: 12 Greenway Plaza
 Address Line 2: Suite 1100
 Address Line 4: Houston, TEXAS 77046

ATTORNEY DOCKET NUMBER:	TAW-2009-2
NAME OF SUBMITTER:	Keith C. Rawlins

Total Attachments: 5
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**PATENT
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NONEXCLUSIVE PATENT LICENSE AGREEMENT

THIS AGREEMENT, effective this 15th day of March (month) 2009, is entered into by Joseph D. Smith (hereinafter "LICENSOR") and Thin Air Wireless, Inc. (hereinafter "LICENSEE").

WHEREAS, LICENSOR is the owner of all right, title and interest in a United States Letter of Patent filed **May 24, 1999** and issued **August 26, 2003**, as United States Patent Number **6,611,686 B1** ("Patent 686");

WHEREAS, LICENSOR is the owner of all right, title and interest in a United States Letter of Patent filed **September 15, 1999** and issued **April 12, 2005**, as United States Patent Number **6,879,962 B1** ("Patent 962");

WHEREAS, LICENSOR desires to transfer to LICENSEE and LICENSEE desires to acquire from LICENSOR a nonexclusive license to use and market products, systems and software utilizing the inventions covered by Patent 686 and Patent 962 in all countries, territories and jurisdictions on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, parties agree as follow:

SECTION 1. DEFINITIONS

1.1. CLOSING. "Closing" shall occur when both LICENSOR and LICENSEE have applied their respective signatures to this Agreement and the consideration set forth has been delivered.

1.2. PATENT RIGHTS. "Patent Rights" means the following listed patents and all divisions, continuations, reissues, substitutes, and extensions thereof:

(1) United States Letter of Patent filed **May 24, 1999** and issued **August 26, 2003**, as **United States Patent Number 6,611,686 B1**; and

(2) United States Letter of Patent filed **September 15, 1999** and issued **April 12, 2005**, as **United States Patent Number 6,879,962 B1**.

SECTION 2. GRANT OF INVENTION AND PATENT RIGHTS

In consideration for the consideration to be paid under Sections 3, and the mutual covenants set forth herein, LICENSOR grants to LICENSEE:

(a) a nonexclusive, nontransferable license to use and market products, systems, and software utilizing the Patent Rights in the United States;

(b) an nonexclusive, nontransferable license to manufacture and market products, systems, and software utilizing the Patent Rights in all foreign countries;

(c) nonexclusive electronic copies of all technology, trade secrets and know-how related to the design and manufacture of the Patent Rights, including all design plans, blueprints and any documentation or software related thereto.

SECTION 3. CONSIDERATION

LICENSEE shall pay to LICENSOR contemporaneously with the execution of this Agreement the following consideration:

- (a) A promissory note from LICENSEE payable to LICENSOR in the amount of \$50,000, payable as follows:
- (b) \$20,000 in full payable within six months from the date of Closing in equal monthly installments of \$3,333.33;
- (c) \$30,000 payable in monthly installments of \$5,000 beginning seven months after the date of closing
- (d) Seven (7) Revenue Units from Vision 20/20; and
- (e) 100,000 shares of stock in Thin Air Wireless, Inc.
- (f) A cross license to Joseph Smith for the technology associated with Licensee's "Piece of Mind Alert System" under the same terms and conditions set forth in section of 2 of this agreement.

SECTION 4. OBLIGATIONS OF LICENSOR

The LICENSOR agrees with the LICENSEE to execute such documents and give such assistance as the LICENSEE may reasonably require to defeat any challenge to the validity of, and resolve any questions concerning the Patent Rights to the extent that such challenges affect the use of by LICENSEE of such Patent Rights;

SECTION 5. REPRESENTATIONS AND WARRANTIES OF LICENSOR

5.1. LICENSOR represents and warrants to LICENSEE as follows:

- (a) LICENSOR is the sole and exclusive owner of the inventions or methods described in Patent 686 and Patent 692 and of the Patent Rights. No other parties have any right or interest in or to the inventions or methods described in Patent 686 and Patent 692 nor to the Patent Rights;
- (b) All rights to the to the inventions or methods described in Patent 686 and Patent 692 and the Patent Rights are free and clear of all liens, claims, security interests and other encumbrances of any kind or nature;
- (c) The LICENSOR has not granted any exclusive licenses to use the Patent Rights to any other parties;



- (d) LICENSOR has the right and power to enter into this Agreement, and has made no prior transfer, sale or assignment of the inventions or methods described in Patent 686 and Patent 692 or the Patent Rights;
- (e) LICENSOR is not aware that the inventions or methods described in Patent 686 and Patent 692 infringe upon any patent, but LICENSOR does not otherwise warrant or guarantee the validity of the Patent Rights or that the LICENSEE's proposed use of the Patent Rights do not infringe any valid and subsisting patent or other rights not held by the LICENSOR; and
- (f) The inventions or methods described in Patent 686 and Patent 692 were not procured by the use of confidential information, trade secrets, or in other respects in violation of law, and there is no action, order or proceeding, to the LICENSOR's knowledge, alleging any of the foregoing.

5.2. Each of the warranties and representations set forth above shall be true on and as of the date of Closing, as though such warranty and representation was made as of such time. All warranties and representations shall survive closing.

SECTION 6. MARKING OF INVENTION

LICENSEE agrees to affix patent notices on any physical product which utilizes the Patent Rights and to post patent notices on appropriate sections of web sites or software utilizing the Patent Rights, both in accordance with 35 U.S.C. § 282. Each notice shall have either the words "PATENT PENDING" or "Patent No." followed by the patent number conspicuously marked on each of the goods sold or software utilizing the Patent Rights.

SECTION 7. DURATION AND TERMINATION

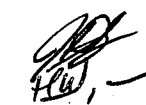
7.1. This Agreement shall remain in full force and effect unless and until expiration of all Patent Rights, including any continuations, reissues, substitutes, and extensions allowable by law.

7.2. LICENSEE shall have the right to terminate this Agreement, by giving three months notice, if a court of law determines all of the issued patents to be invalid.

SECTION 8. MAINTENANCE FEES AND INFRINGEMENT COSTS

8.1. MAINTENANCE FEES. LICENSOR shall be responsible for paying all maintenance fees for the Patent Rights until they expire.

8.2. DEFENDING AN INFRINGEMENT LAWSUIT. LICENSEE shall be responsible for all expenses, including, but not limited to, legal fees, associated with defending an infringement



action involving any use of the Patent Rights by LICENSEE. LICENSOR shall vigorously defend at its own expense any invalidity actions brought against the Patent Rights.

8.3. BRINGING AN INFRINGEMENT LAWSUIT. LICENSEE shall not have any rights to bring an infringement action involving the Patent Rights. LICENSOR retains all rights to bring any infringement action involving the Patent Rights.

8.4. NOTIFICATION. LICENSEE and LICENSOR both agree to notify each other of any legal action involving the Patent Rights or the INVENTION.

8.5. LICENSOR may, at its own expense, record this NONEXCLUSIVE PATENT LICENSE AGREEMENT with the United States Patent and Trademark Office, or any other governmental recorder of its choosing.

SECTION 9. GOVERNING LAW

This Agreement shall be governed in accordance with the substantive laws of the State of Texas of the United States of America. Both parties consent to the personal jurisdiction of the State of Texas.

SECTION 10. SEVERABILITY

10.1. The parties agree that if any part, term, or provision of this Agreement shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions shall not be affected thereby.

10.2. In the event the legality of any provision of this Agreement is brought into question because of a decision by a court of competent jurisdiction, LICENSOR, by written notice to LICENSEE, may revise the provision in question or delete it entirely so as to comply with the decision of said court.

SECTION 11. NOTICES UNDER THE AGREEMENT

For the purposes of all written communications and notices between the parties, their addresses shall be:

LICENSOR:
ThinAir Wireless Corporation
Attn: Trip Wakefield
1001 S. Dairy Ashford Suite 100
Houston TX 77077
Joseph D. Smith
c/o Anderson & Cunningham, P.C.
1001 Fannin, Suite 270
Houston, TX 77002



SECTION 12. NONASSIGNABILITY

12.1 LICENSEE shall not assign any rights under this Agreement without the written consent of LICENSOR, except that LICENSEE may permit its affiliated companies and subsidiaries, including Vision 20/20, to utilize the Patent Rights under the same terms set forth herein. LICENSEE may also permit purchasers or licensors of complied software of LICENSEE, which utilizes the Patent Rights to use the Patent Rights solely in such complied software.


12.2 LICENSOR may fully sell, license, assign, hypothecate, pledge, or otherwise transfer the Patent Rights, but any such sale, license, assignment, hypothecation, pledge, or transfer is subject to the rights of LICENSEE set forth in this NONEXCLUSIVE PATENT LICENSE AGREEMENT. LICENSOR shall notify any buyer, licensee, assignee, mortgagee, or transferee of LICENSEE's rights and shall provide such person with a copy of this NONEXCLUSIVE PATENT LICENSE AGREEMENT at or before such transfer.

SECTION 13. ENTIRE AGREEMENT

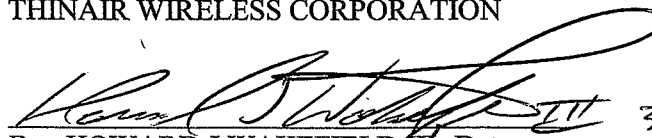
This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements or conditions, either oral or written, between them other than herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party unless reduced in writing and signed by them.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the respective dates hereinafter set forth.

LICENSOR:

 05/15/2009
JOSEPH D. SMITH Date

LICENSEE:
THINAIR WIRELESS CORPORATION

 3/15/09
By: HOWARD J WAKEFIELD III Date
(President/CEO)

