

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Chipco International	04/20/2005
RECEIVING PARTY DATA	
Name:	The Kendall 1987 Revocable Trust
Street Address:	28580 Altessa Way
Internal Address:	#101
City:	Bonita Springs
State/Country:	FLORIDA
Postal Code:	34135
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	11674736
Application Number:	11463720
Application Number:	11570737
Application Number:	11574170
Application Number:	11672301
Application Number:	11574173
Application Number:	12090718
CORRESPONDENCE DATA	
Fax Number:	(603)433-6372
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	603-433-6300
Email:	patent@pierceatwood.com
Correspondent Name:	Kevin M. Farrell
Address Line 1:	One New Hampshire Avenue
Address Line 2:	Suite 350

CH \$280.00 11674736

501093773

PATENT
REEL: 023940 FRAME: 0558

Address Line 4: Portsmouth, NEW HAMPSHIRE 03801

ATTORNEY DOCKET NUMBER:	28537-6001 (7 APPS)
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NAME OF SUBMITTER:	Kevin M. Farrell
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Total Attachments: 11

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SHORT FORM ASSIGNMENT

JOM, INC., a Maine corporation doing business as CHIPCO INTERNATIONAL, ("CHIPCO") with its executive offices at 1281 Roosevelt Trail, Raymond, Maine 04071 USA, is a party to that certain agreement dated January 18, 2005 by and between CHIPCO and QualTech Networks Inc., ("QualTech") a Canadian company incorporated in the Province of Quebec, with its executive offices located at 740 St. Maurice, Suite 201, Montreal, Quebec, Canada H3C 1LC, a copy of which is attached as Exhibit A (the "Agreement") hereto.

In exchange for the promise to pay within thirty (30) days, the amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) USD, and such other terms and conditions as were approved by CHIPCO'S board of directors at a meeting dated April 19, 2005, a copy of which is attached as Exhibit B hereto, CHIPCO hereby irrevocably assigns, sells transfers, sets over and conveys to The Kendall 1987 Revocable Trust ("Trust") for the benefit of Technology Capital Corporation ("TCC") or such other beneficiary as Trust may designate, all of CHIPCO'S right, title and interest in and to the Agreement and all versions thereof, and all intellectual property rights and interests relating thereto, including, the undivided copyrights (including renewals, extensions and reversions thereof), patent rights, trade secret rights and all other proprietary rights of any kind therein, whether now known or hereafter created, from the beginning of time and throughout the world, and, further, including any and all claims, demands, and causes of action, for infringement or otherwise, of the same, past, present and future, and all of the proceeds from the foregoing, accrued and unpaid and hereafter accruing.

The undersigned agrees to sign any and all other papers which may be required to effectuate the purpose and intent of this Assignment, and hereby irrevocably appoints Trust and TCC, the undersigned's attorney-in-fact (coupled with an interest) to take such actions and make, sign, execute, acknowledge and deliver all such documents as may from time to time be necessary to convey to TCC and their respective successors and assigns, all rights granted herein.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the date below written.

FOR JOM, INC. dba
CHIPCO INTERNATIONAL


John M. Kendall, President

Date: April 20, 2005

January 18, 2005

QualTech
Attn: Christian Richard, President
740 St. Maurice
Suite 201
Montreal, Quebec
CANADA H3C 1L5

RE: AGREEMENT IN PRINCIPLE TO DEVELOP AND PRODUCE A SYSTEM
PROVIDING PRECISE PLAYER TRACKING, DIGITAL COUNTERFEIT
PROTECTION AND ANTI-THEFT SECURITY TO CASINOS BASED ON
PROPRIETARY SENSORS IN THE GAMING CHIP AND TABLE GAMES

Dear Christian:

This AGREEMENT IN PRINCIPLE is intended to modify and more formally define the terms first set forth in that certain Letter of Intent dated July 8, 2004 by and between JOM, INC., a Maine corporation doing business as CHIPCO INTERNATIONAL, ("CHIPCO") with its executive offices at 1281 Roosevelt Trail, Raymond, Maine 04071 USA and QUALTECH NETWORKS INC., ("QualTech") a Canadian company incorporated in the Province of Quebec, with its executive offices now located at 740 St. Maurice, Suite 201, Montreal, Quebec, Canada H3C 1L5, each entity individually a "Party" and collectively, the "Parties".

I. Introduction

CHIPCO is a US-based gaming chip manufacturer and a licensed distributor of gaming products worldwide. CHIPCO has manufacturing capabilities and has developed proprietary processes that make it possible to encapsulate radio frequency identification (RFID) inlays and other sensors inside of injection molded gaming chips.

CHIPCO is a recognized manufacturer and a global distributor of gaming chips and has publicized its intent to introduce a complete sensor-based gaming system. Furthermore, with the assistance of QualTech, CHIPCO has demonstrated a working prototype of certain system components in Las Vegas and London to interested casino operators, and potential distributors, OEM or franchisees including but not limited to TCS, GPI, Shufflemaster, IGT and VIP Gaming of Sydney, Australia.

QualTech is developing a secure sensor-based inlay and a magnetic coupling reader system capable of reliably and rapidly interrogating and reading/writing data to/from gaming chips stacked twenty (20) high.

Furthermore, QualTech is developing a secure server to manage multiple table-based magnetic-couplers installed in blackjack tables, cashier cages, doorways, and in other locations in casinos.

Handwritten initials and signature

The Parties have cooperated and intend to continue to cooperate to the extent necessary to complete in a competent and timely manner, their respective components such that CHIPCO can demonstrate progress in the development of the sensor-based gaming system in accordance with the timeline presented in Exhibit A attached hereto.

II. Material Terms

1. In the gaming industry, CHIPCO shall rely exclusively on QualTech for hardware and software component selection, development, integration, testing, de-bugging, and supply of a limited number of completed and working sensor-based gaming systems. Such components and target prices are described in the attached Exhibit B. CHIPCO agrees to purchase these components at these prices (or less) from QualTech exclusively up to a purchase value of Five-Hundred Thousand dollars (\$500,000 USD). After this level of payment has been received by QualTech, CHIPCO is free to purchase qualified components or systems from others suppliers, or to extend this purchase agreement with QualTech.
2. QualTech shall rely exclusively on CHIPCO for inlay encapsulation, gaming chip manufacture, and for all sensor-based component acquisition, production, integration, testing, and for the delivery of completed sensor-based systems to customers after QualTech has completed its development effort and has produced sensor-based systems that the Parties agree are "production ready".
3. CHIPCO shall have exclusive, worldwide rights to manufacture, distribute, install, and support and/or to negotiate manufacturing, distribution, installation, and support agreements for the sensor-based gaming systems developed by QualTech to the gaming related market.
4. The Parties agree that CHIPCO shall have the exclusive right worldwide to market the sensor-based systems and its components using CHIPCO selected service marks to the gaming related market.
5. CHIPCO shall assume responsibility for all support activities, or shall contract with established support entities, so that reliable and prompt support can be provided to customers on a global basis.
6. CHIPCO has provided financial support to QualTech beyond what was intended in a good faith effort to see the development project through to completion. To that end, the Parties agree that CHIPCO shall provide additional support in the total amount of One Hundred Forty Thousand Dollars U.S. (\$140,000.00 USD) which shall include the payment made by CHIPCO to QualTech in the amount of Twenty Thousand Dollars U.S. (\$20,000.00 USD) on or about January 17, 2005. Subsequent payments in the amount of Ten Thousand Dollars U.S. (\$10,000.00 USD) each shall be made weekly beginning February 1, 2005 by CHIPCO to QualTech until the total amount of \$140,000.00 USD has been paid. All purchase orders not yet fulfilled and/or commitments not yet completed shall be cancelled and, unless otherwise specified, the payments described herein shall be the total of CHIPCO's outstanding obligation to QualTech.
7. In exchange for such additional financial support QualTech shall grant CHIPCO a Fifty Percent (50%) ownership interest in QualTech's patents

identified as US 60/614957 and US 60-606155, and Canadian patent number 2471055, as well as a Fifty Percent (50%) ownership interest in all subsequent patents for the gaming market no matter where filed by QualTech provided such patents can reasonably be applied to applications conducted in a gaming environment.

8. The Parties hereby agree that the pre-tax operating profits generated from the sale or lease of RFID, magnetic coupling, or other sensor-based gaming systems that utilize the technologies and/or components developed under this agreement shall be shared equally by CHIPCO and QualTech, with the exception that CHIPCO shall retain all revenues and profits generated by the sale or lease of sensor-based transaction pieces including gaming chips and tokens, as well as player loyalty cards, employee badges and the like. Pre-Tax Operating Profits shall be defined as Operating Profits calculated in accordance with GAAP after either party is reimbursed for any support, sales, service or installation expenses at cost. CHIPCO will make available during normal business hours to qualified auditors representing QualTech all financial records required to insure the proper calculation of expenses and income disbursements under this agreement. Profits will then be split 50:50.
9. For any custom made software requested by a casino, QualTech shall be reimbursed for its costs as described in Exhibit C unless otherwise agreed to in writing.
10. Distribution, OEM or franchisee fees, if collected as an up-front payment shall be shared equally by the Parties. The fee for exclusive worldwide distribution, if less than \$3,000,000 shall be mutually approved by the Parties.
11. Vendors, if used, must be jointly approved using equipment specifications designed by QualTech and approved by CHIPCO, International.
12. The term of this agreement shall be perpetual unless otherwise agreed to in writing by the parties.
13. A cash flow projection of anticipated lease revenues is included as Exhibit D.
14. It is anticipated that QualTech shall receive a performance bonus of \$300,000 on or before December 30, 2006 if aggregate lease payments exceed \$500,000 by this date, or as soon as the monthly net lease payments reach \$500,000 USD.

III. Timing.

Time is of the essence. It is contemplated that the Parties will promptly prepare to enter into a definitive Development and Distribution Agreement after the execution of this Agreement In Principle.

IV. Definitive Development and Distribution Agreement.

Should a definitive Development and Distribution Agreement not be completed by May 30, 2005, the Parties agree to conduct activities in good faith in accordance with the terms of this Agreement until such time as a Definitive Development and Distribution Agreement is executed or until the Parties mutually agree to terminate this Agreement.

V. Certain Representations and Warranties.

[Handwritten signature]

Each Party represents and warrants to the other that neither the matters set forth in this Agreement In Principle, nor the execution of the definitive Development and Distribution Agreement contemplated herein, will breach or interfere with any contractual or other obligations to any third party. Each Party unconditionally agrees to indemnify and hold harmless the other and their respective officers, directors, employees and agents from and against any and all liability, claim, injury, damage, cost or expense of any kind, including reasonable attorney's fees, directly or indirectly related to, associated with or arising out of any breach of representation and warranties contained in this paragraph.

VI. No Discussions.

Prior to the (i) mutual execution of a definitive Development and Distribution Agreement or (ii) the termination of this Agreement, QualTech agrees not to discuss the potential definitive Development and Distribution Agreement with other developers (except for those developing complementary application software) or distributors, or solicit, initiate or consider the submission of proposals from any other third party relating to the contemplated definitive Development and Distribution Agreement, nor will either Party furnish to any such third party information with respect to this Agreement or the proposed Development and Distribution Agreement or details of those negotiations.

VII. Effect.

By executing this Agreement In Principle, the Parties confirm their intentions as specified herein, and the Parties intend for this to be a binding and enforceable Agreement to which the Parties agree to be legally bound. Therefore, this Agreement is intended to constitute a contract and is intended to be binding upon either Party. Neither Party shall rely on any oral or written representation outside of this Agreement (other than as expressly contemplated hereby). This Agreement shall be interpreted and enforced under the laws of the State of Maine.

Please indicate your acceptance of and agreement to the terms and conditions of this Agreement In Principle by signing and returning an executed copy of this Agreement. This Agreement will expire at 5:00 PM, East Coast Time, January 19, 2005, unless a signed copy hereof is returned to CHIPCO before that time.

The Parties below have executed this Agreement to be effective as of the latest date written below.

QUALTECH NETWORKS, INC
By: [Signature]

CHRISTIAN RICHARD
(Typed or Printed Name)
PRESIDENT
(Title)
2-3-05
(Date)

CHIPCO INTERNATIONAL
By: [Signature]

John M. Kendall
(Typed or Printed Name)
President
(Title)
2-3-05
(Date)

Exhibit B

ICS Component Costs

<u>Prices purchased today</u>		<u>In-house built cost target</u>
Feig reader	\$1,850.00	\$500.00
Bet station coil	40.00 x 7	30.00 x 7
Multiplexer	2,000.00	259.00
Eclipse Server	3,000.00 x 2	3,000.00 x 2
TOTAL	\$10,130.00	\$7,110.00

One Eclipse server with FIPS certified operating encrypted software will handle 2,000,000 RFID encapsulated chips and 200 tables at essentially realtime transaction speeds.

Note: Eclipse servers are required with the first table. Subsequent tables will cost \$4,130.00 per table for purchased components and \$960.00 per table for in-house built table components. Installation costs are not included in these estimates.

Qualified inlay (suitable for these gaming applications) purchases to be made by CHIPCO exclusively from QualTech under the terms of this agreement (Material Terms IL.1) the inlays sold to CHIPCO will not exceed \$.33 cents (USD) each without prior written approval from CHIPCO.

QualTech acknowledges that these today prices, and these displayed target prices are their best effort estimates on attainable cost savings under the development timeline attached hereto as Exhibit A. Both parties agree to use their best efforts to achieve these cost savings as soon as possible.

JE

Exhibit C

Development rates for custom software work by QualTech will be as listed here for the year 2005.

Senior Project leader or security analyst	\$100.00 USD per hour
Intermediate developer	\$ 80.00 USD per hour
Junior developer or technician	\$ 60.00 USD per hour

Travel and lodging as necessary is not included in these figures. If the Canadian dollar goes over \$.85 US this development hourly rate would be adjusted quarterly upto a maximum rate of 1:1.

QualTech will not allow their personnel to travel to non-NATO approved countries unless specific security exception has been approved by the Canadian Solicitor General to eliminate the risk of incarceration.

Exhibit D-A

Expenditure	Budget 05 Actual	Budget 05 Amend	Budget 05 September	Budget 05 October	Budget 05 November	Budget 05 December	Budget 05 January	Budget 05 February	Budget 05 March	Budget 05 April	Budget 05 May	Budget 05 June	Budget 05 July	Budget 05 August	Budget 05 September	Budget 05 October	Budget 05 November	Budget 05 December
Equipment Lease	2	1	0	0	1	0	0	0	0	0	0	1	0	0	1	0	0	0
Cardinal properties	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cardinal properties	18	18	20	35	30	40	40	40	40	40	40	40	40	40	40	40	40	40
Units Leased	18	37	57	62	112	147	187	232	282	342	412	462	512	562	612	662	712	762
Consumables Inexp	4	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Services	18003	8000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
COGS Services	74940	8000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
COGS other	90340	89470	82500	103250	123800	144550	165200	185850	206500	227150	247800	268450	289100	309750	330400	351050	371700	392350
Total COGS	27000	27000	27000	27000	27000	27000	27000	27000	27000	27000	27000	27000	27000	27000	27000	27000	27000	27000
Total Rental Revenue	27000	27000	27000	27000	27000	27000	27000	27000	27000	27000	27000	27000	27000	27000	27000	27000	27000	27000
Required COGS repayment	90340	86470	82500	103250	123800	144550	165200	185850	206500	227150	247800	268450	289100	309750	330400	351050	371700	392350
Avail. COGS repayment	27000	27000	27000	27000	27000	27000	27000	27000	27000	27000	27000	27000	27000	27000	27000	27000	27000	27000
Avail for debts (shortfall)	(63340)	(59470)	(55500)	(76250)	(96800)	(117450)	(138100)	(158750)	(179400)	(199950)	(220600)	(241250)	(261900)	(282550)	(303200)	(323850)	(344500)	(365150)
Current avail for debts (shortfall)	(63340)	(59470)	(55500)	(76250)	(96800)	(117450)	(138100)	(158750)	(179400)	(199950)	(220600)	(241250)	(261900)	(282550)	(303200)	(323850)	(344500)	(365150)
Repayment to Chipco for COGS	27000	27000	27000	27000	27000	27000	27000	27000	27000	27000	27000	27000	27000	27000	27000	27000	27000	27000
CurrentShortfall	(63340)	(59470)	(55500)	(76250)	(96800)	(117450)	(138100)	(158750)	(179400)	(199950)	(220600)	(241250)	(261900)	(282550)	(303200)	(323850)	(344500)	(365150)
Avail for support costs	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Monthly support costs:	13033	20000	20000	20000	20000	20000	20000	20000	20000	20000	20000	20000	20000	20000	20000	20000	20000	20000
Field Tech @ 10/line	33333	33333	33333	33333	33333	33333	33333	33333	33333	33333	33333	33333	33333	33333	33333	33333	33333	33333
HQ Tech support @ 5 for 10 casings	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000
Consumables, etc. @ 25000/month	51887	51887	51887	51887	51887	51887	51887	51887	51887	51887	51887	51887	51887	51887	51887	51887	51887	51887
TOTAL monthly support costs	13033	20000	20000	20000	20000	20000	20000	20000	20000	20000	20000	20000	20000	20000	20000	20000	20000	20000
Repayment to Chipco for support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Available	(51887)	(51887)	(51887)	(51887)	(51887)	(51887)	(51887)	(51887)	(51887)	(51887)	(51887)	(51887)	(51887)	(51887)	(51887)	(51887)	(51887)	(51887)
Shortfall	(51887)	(51887)	(51887)	(51887)	(51887)	(51887)	(51887)	(51887)	(51887)	(51887)	(51887)	(51887)	(51887)	(51887)	(51887)	(51887)	(51887)	(51887)
Cum Shortfall	(51887)	(103774)	(155661)	(207548)	(259435)	(311322)	(363209)	(415096)	(466983)	(518870)	(570757)	(622644)	(674531)	(726418)	(778305)	(830192)	(882079)	(933966)
Repayment to Chipco for support costs	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Available for distribution	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Total Rental Revenue

Required COGS repayment
Avail. COGS repayment
Avail for debts (shortfall)
Current avail for debts (shortfall)

Repayment to Chipco for COGS
CurrentShortfall

Avail for support costs

Monthly support costs:
Field Tech @ 10/line
HQ Tech support @ 5 for 10 casings
Consumables, etc. @ 25000/month
TOTAL monthly support costs

Repayment to Chipco for support
Available
Shortfall
Cum Shortfall

Repayment to Chipco for support costs
Available for distribution

50

2

Ex 1 + 10-13

Notes:

All numbers are estimates but the relationships shown in these estimates are believed to be true.
The following specific assumptions are made:

During the 18 month period shown, leases will be made to 10 casinos in the time frame shown above

A total of 1,182 tables will be placed in the ten casinos as shown in the above time frame

Each casino will get a pair of redundant servers at \$4,000 per server

The COGS for each table is estimated at \$4,130

Rental revenue per month per table is estimated at \$1,500

Casino support has been estimated as if performed by Chipco rather than any third party distributor. Consequently, the following support estimates are "first cost"

Field technical support staff will be allocated at one per casino and will be available at all times at a fully burdened annual rate of \$80,000 per year per person

Headquarters technical staff during this 18 month period are estimated to be 5 at an annual fully burdened cost of \$80,000 per year per person

Incidental monthly support costs (consumables, replacement parts, etc.) are estimated at \$5,000 per month

All cumulative costs in arrears for COGS and support are paid before any distributions are made to the partners

EXHIBIT B.

TERM SHEET

Technology Capital Corporation ("TCC") with executive offices at 207 Stevens Mills Road, Auburn, Maine 04210, or such other beneficiary as TCC may designate, promises to pay the cash amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000) to CHIPCO INTERNATIONAL in exchange for the assignment to TCC (or to its designee) of the CHIPCO-QUALTECH Agreement and CHIPCO'S acceptance of the terms and conditions defined herein.

1. TCC will pay \$200,000 to Chipco in exchange for the assignment of Chipco's interest in the Chipco/QualTech agreement.
2. TCC will not license, sell, lease, assign or otherwise encumber the system for a six month period to give SenSysNet a reasonable opportunity to complete a business plan and secure financing acceptable to TCC. TCC agrees that requests by SenSysNet for three month extensions to the initial six month term shall not be unreasonably withheld.
3. Should a business plan and financing be approved, TCC will transfer all rights to the system to SenSysNet in exchange for an annual license fee of \$200,000 and a five percent (5%) royalty on SenSysNet revenues.
4. Should SenSysNet fail to complete a business plan acceptable to TCC or fail to arrange funding acceptable to TCC within the allowed term, (and TCC agrees not to unreasonably withhold acceptance), TCC shall be free to sell, license, lease, assign, or in some other manner monetize, commercialize, or dispose of the system.
5. Following the six month term, and subsequent extensions if approved, or following the failure of SenSysNet to complete a business plan or secure funding acceptable to TCC, and should TCC successfully secure an agreement with a party other than SenSysNet, any proceeds up to \$2,000,000 shall be paid to TCC. Proceeds following receipt of the initial \$2,000,000 shall be distributed 20% to TCC, 40% to Chipco and 40% to QualTech.
6. Chipco warrants that it shall continue to pay the obligation owed to QualTech.
7. For the six month term, or until additional and adequate funding is secured, Chipco will adhere to a restricted disbursements budget which shall be agreed to through negotiation between Chipco and TCC.
8. Square J agrees to aggressively pursue a Sale/Leaseback transaction for the 1281 Roosevelt Trail property.

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