

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Execution Date previously recorded on Reel 023940 Frame 0588. Assignor(s) hereby confirms the Assignment.
CONVEYING PARTY DATA	
Name	Execution Date
Chipco International	02/10/2010
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

CH \$280.00 11674736

501094958

PATENT
REEL: 023951 FRAME: 0067

Address Line 2: Suite 350
Address Line 4: Portsmouth, NEW HAMPSHIRE 03801

ATTORNEY DOCKET NUMBER: 28537-6001 (7 APPS)

NAME OF SUBMITTER: Kevin M. Farrell

Total Attachments: 17

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source=Chipco to The Kendall 1987 (P0305848)#page17.tif



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The coversheet of the assignment is displayed below:

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>Chipco International</td><td>04/20/2005</td></tr></tbody></table>	Name	Execution Date	Chipco International	04/20/2005											
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RECEIVING PARTY DATA															
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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 Address Line 4: Portsmouth, NEW HAMPSHIRE 03801	
ATTORNEY DOCKET NUMBER:	28537-6001 (7 APPS)
NAME OF SUBMITTER:	Kevin M. Farrell
Signature:	/Kevin M. Farrell/
Date:	02/16/2010
Total Attachments: 15 source=Chipco to The Kendall Trust (P0305609)#page1.tif source=Chipco to The Kendall Trust (P0305609)#page2.tif source=Chipco to The Kendall Trust (P0305609)#page3.tif source=Chipco to The Kendall Trust (P0305609)#page4.tif source=Chipco to The Kendall Trust (P0305609)#page5.tif source=Chipco to The Kendall Trust (P0305609)#page6.tif source=Chipco to The Kendall Trust (P0305609)#page7.tif source=Chipco to The Kendall Trust (P0305609)#page8.tif source=Chipco to The Kendall Trust (P0305609)#page9.tif source=Chipco to The Kendall Trust (P0305609)#page10.tif source=Chipco to The Kendall Trust (P0305609)#page11.tif source=Chipco to The Kendall Trust (P0305609)#page12.tif source=Chipco to The Kendall Trust (P0305609)#page13.tif source=Chipco to The Kendall Trust (P0305609)#page14.tif source=Chipco to The Kendall Trust (P0305609)#page15.tif	
RECEIPT INFORMATION	
EPAS ID: PAT1115303 Receipt Date: 02/16/2010 Fee Amount: \$280	

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ASSIGNMENT

WHEREAS, pursuant to that certain Short Form Assignment dated April 20, 2005, a copy of which is attached hereto as Exhibit A (the "SFA"), JOM, INC., a Maine corporation doing business as CHIPCO INTERNATIONAL ("CHIPCO"), previously irrevocably assigned, sold, transferred, set over and conveyed to The Kendall 1987 Revocable Trust ("Trust") for the benefit of Technology Capital Corporation ("TCC") or such other beneficiary as the Trust may designate, all of CHIPCO's right, title and interest in and to the Agreement (as defined in the SFA) 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; and

WHEREAS, the patents and patent applications included in the patent rights were not specifically identified in the SFA; and

WHEREAS, this Assignment is intended to specifically identify the patents and patent applications included in the patent rights in the SFA;

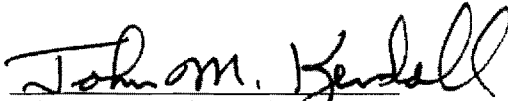
NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration as described in the SFA, the receipt and sufficiency of which are hereby acknowledged, CHIPCO acknowledges and agrees as follows:

1. CHIPCO acknowledges and agrees that the patents and patent applications included in the patent rights patent rights assigned to the Trust for the benefit of TCC or such other beneficiary as the Trust may designate are the patents and patent applications identified in Exhibit B attached hereto.

2. For the avoidance of doubt, CHIPCO confirms that pursuant to the SFA CHIPCO irrevocably assigned, sold, transferred, set over and conveyed to Trust for the benefit of TCC or such other beneficiary as the Trust may designate, without limitation, all of the patents and patent applications identified in Exhibit B effective April 20, 2005.

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: February 19, 2010

{W1688311.1}

EXHIBIT A. OF ASSIGNMENT

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

EXHIBIT A. of Short Form Assignment

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.

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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)

March 1 2

N°	Pc	de la tâche	Durée	Déc	Jan	Fév	Mar	Avr	Mai	Juin
1		ancement digital casino	0 jour							
2		First Table	0 jour		01-16	02-04				
3		Complets the shielding system	15 jours		01-17	02-04				
4		Integrates 4.5 inches coil with 4 inches read	17 jours		01-13	02-04				
5	1-4	Finish new balun	15 jours		01-17	02-04				
6		Integrates off the shelf mux	3 jours		01-17	01-18				
7		Integrates off the shelf radio	3 jours		01-20	01-24				
8		Integrates multipod software	15 jours		01-17	02-04				
9										
10		Production grade tables	0 jour			02-11				
11		Integrates Ubitrak mux	40 jours		01-17		03-11			
12		Integrates production balun & coil	19.44 jours		01-17	02-11				
13		Inlay	0 jour					03-25		
14		select final chip vendor	0 jour							
15		design final chip vendor	14 jours		01-16	02-03				
16		design flex film inlay	46 jours		01-17		03-18			
17		support to production encapsulation	5 jours				03-21	03-25		
18										
19		system software	0 jour							
20										
21		architecture specification	21 jours		01-17	02-14				
22		detail software security	30 jours			02-16				
23		detail software console	35 jours			02-16		03-28	04-04	
24		detail software tracking	50 jours			02-16		03-28		
25		detail software portal	15 jours			02-16		03-07		
26		Test	21 jours				03-29		04-26	
27		Integration with customer	21 jours					04-27		05-25
28										
29										
30										

Tâches externes
Récapitulative de projet
Regrouper par en-tête

Tâche reportée
Jalon reporté
Avancement reporté
Fractionnement

Tâche
Avancement
Jalon
Récapitulative

Projet : completion black jack table
Date : Dim 05-07-16

Exhibit B of Agreement in Principle

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 II.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.

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Exhibit C of Agreement in Principle

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.

Description	Budget 05 Act	Budget 05 Amount	Budget 05 Spending	Budget 05 Commitment	Budget 05 Encumbrance	Budget 05 Expenditure	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																
Cable properties	2	1	0	0	0	0	0	1	0	1	0	1	1	0	1	0
Cable properties	2	2	3	4	4	4	6	6	6	7	7	8	8	9	10	10
Cable properties	18	18	20	20	25	40	45	50	60	70	80	90	110	120	130	140
Lease	18	37	57	112	147	187	232	282	342	412	482	562	632	712	802	1,182
Cable properties	4	2	0	0	0	0	2	2	2	2	2	2	2	2	2	2
Services	18,000	9,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0
COGS	74,940	74,970	62,900	123,900	144,950	185,200	208,900	247,900	289,100	330,400	371,700	413,000	454,300	495,600	536,900	578,200
COGS other	9,0340	8,9470	82,900	103,250	144,950	185,200	208,900	247,900	289,100	330,400	371,700	413,000	454,300	495,600	536,900	578,200
Total COGS	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
Total Rental Revenue	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000			

Ex 1 4 + 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 Chorro rather than any third party distributor. Consequently, the following support estimates are "first cut".

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 D of Agreement in Principle (2 of 2)

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.

TCC_Chipco_Term_Sheet_0406

Case Number Country	SubCase	Case Type	Application Filing Date	Publication Publication Date	Patent Number Issue Date	Status Expiration Date
28537-2001 Canada	01	PCT	2,678,423 14-Feb-2007			Pending
Title: RFID - SENSOR SYSTEM FOR LATERAL DISCRIMINATION						
28537-2001 United States of America	01	ORD	11/674,736 14-Feb-2007		7,612,675 03-Nov-2009	Granted 13-Jan-2028
Title: RFID - SENSOR SYSTEM FOR LATERAL DISCRIMINATION						
28537-2002 United States of America	01	ORD	11/463,720 10-Aug-2006	2007-0197299 23-Aug-2007		Published
Title: SECURE GAMING CHIP						
28537-2003 Canada	01	PCT	2,570,878 16-Jun-2005			Pending
Title: A NETWORK SECURITY ENFORCEMENT SYSTEM						
28537-2003 China (People's Republic)	01	PCT	2005800246373 16-Jun-2005			Pending
Title: A NETWORK SECURITY ENFORCEMENT SYSTEM						
28537-2003 European Patent Convention	01	PCT	05 75 7615.9 16-Jun-2005	1759479 07-Mar-2007		Published
Title: A NETWORK SECURITY ENFORCEMENT SYSTEM						
28537-2003 United States of America	01	PCT	11/570,737 31-Oct-2007	2008-0172713 17-Jul-2008		Published
Title: A NETWORK SECURITY ENFORCEMENT SYSTEM						
28537-2004 Australia	01	PCT	2005279611 01-Sep-2005			Pending
Title: SYSTEM AND METHOD FOR PERMITTING IDENTIFICATION AND COUNTING OF GAMING CHIPS						
28537-2004 Austria	01	EPP	05778856.4 01-Sep-2005		E 435 693 08-Jul-2009	Granted
Title: SYSTEM AND METHOD FOR PERMITTING IDENTIFICATION AND COUNTING OF GAMING CHIPS						
28537-2004 Belgium	01	EPP	05778856.4 01-Sep-2005		1791610 09-Jul-2009	Granted
Title: SYSTEM AND METHOD FOR PERMITTING IDENTIFICATION AND COUNTING OF GAMING CHIPS						
28537-2004 China (People's Republic)	01	PCT	200580036250.X 01-Sep-2005			Pending
Title: SYSTEM AND METHOD FOR PERMITTING IDENTIFICATION AND COUNTING OF GAMING CHIPS						

Case Number Country	SubCase	Case Type	Application Filing Date	Publication Publication Date	Patent Number Issue Date	Status Expiration Date
28537-2004 European Patent Convention	01	PCT	05778856.4 01-Sep-2005		1791610 09-Jul-2009	Granted
Title: SYSTEM AND METHOD FOR PERMITTING IDENTIFICATION AND COUNTING OF GAMING CHIPS						
28537-2004 France	01	EPP	05778856.4 01-Sep-2005		1791610 08-Jul-2009	Granted
Title: SYSTEM AND METHOD FOR PERMITTING IDENTIFICATION AND COUNTING OF GAMING CHIPS						
28537-2004 Germany	01	EPP	05778856.4 01-Sep-2005		1791610 08-Jul-2009	Granted
Title: SYSTEM AND METHOD FOR PERMITTING IDENTIFICATION AND COUNTING OF GAMING CHIPS						
28537-2004 Hong Kong	01	ORD	07111609.3 26-Oct-2007	1103372 21-Dec-2007	1103372 30-Oct-2009	Granted 26-Oct-2027
Title: SYSTEM AND METHOD FOR PERMITTING IDENTIFICATION AND COUNTING OF GAMING CHIPS						
28537-2004 Netherlands	01	EPP	05778856.4 01-Sep-2005		1791610 08-Jul-2009	Granted
Title: SYSTEM AND METHOD FOR PERMITTING IDENTIFICATION AND COUNTING OF GAMING CHIPS						
28537-2004 Singapore	01	PCT	200701357-6 01-Sep-2005		130335 30-Oct-2009	Granted
Title: SYSTEM AND METHOD FOR PERMITTING IDENTIFICATION AND COUNTING OF GAMING CHIPS						
28537-2004 Sweden	01	EPP	05778856.4 01-Sep-2005		1791610 08-Jul-2009	Granted
Title: SYSTEM AND METHOD FOR PERMITTING IDENTIFICATION AND COUNTING OF GAMING CHIPS						
28537-2004 United Kingdom	01	EPP	05778856.4 01-Sep-2005		1791610 08-Jul-2009	Granted
Title: SYSTEM AND METHOD FOR PERMITTING IDENTIFICATION AND COUNTING OF GAMING CHIPS						
28537-2004 United States of America	01	PCT	11/574,170 02-Dec-2008	2009-0075723 19-Mar-2009		Published
Title: SYSTEM AND METHOD FOR PERMITTING IDENTIFICATION AND COUNTING OF GAMING CHIPS						
28537-2005 United States of America	01	ORD	11/672,301 07-Feb-2007	2007-0184898 09-Aug-2007		Published
Title: MULTI-SENSOR SYSTEM FOR COUNTING AND IDENTIFYING OBJECTS IN CLOSE PROXIMITY						
28537-2006 United States of America	01	PCT	11/574,173 07-Nov-2007	2008-0214312 04-Sep-2008		Published
Title: SECURITY SYSTEM FOR AUTHENTICATING GAMING CHIPS						

Case Number Country	SubCase	Case Type	Application Filing Date	Publication Publication Date	Patent Number Issue Date	Status Expiration Date
28537-2007 Australia	01	PCT	2006303786 20-Oct-2006	1127126A 18-Sep-2009		Published
Title: METHOD AND APPARATUS FOR THE IDENTIFICATION AND POSITION MEASUREMENT OF CHIPS ON A GAMING SURFACE						
28537-2007 China (People's Republic)	01	PCT	200680046603.9 20-Oct-2006	101351727A 21-Jan-2009		Published
Title: METHOD AND APPARATUS FOR THE IDENTIFICATION AND POSITION MEASUREMENT OF CHIPS ON A GAMING SURFACE						
28537-2007 Hong Kong	01	RCN	09106648.4 21-Jul-2009	1127126A 18-Sep-2009		Published
Title: METHOD AND APPARATUS FOR THE IDENTIFICATION AND POSITION MEASUREMENT OF CHIPS ON A GAMING SURFACE						
28537-2007 Singapore	01	PCT	200803030-6 20-Oct-2006			Pending
Title: METHOD AND APPARATUS FOR THE IDENTIFICATION AND POSITION MEASUREMENT OF CHIPS ON A GAMING SURFACE						
28537-2007 United States of America	01	PCT	12/090,718 25-Nov-2008	2009-0221364 03-Sep-2009		Published
Title: METHOD AND APPARATUS FOR THE IDENTIFICATION AND POSITION MEASUREMENT OF CHIPS ON A GAMING SURFACE						