

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Contribution Agreement

CONVEYING PARTY DATA

Name	Execution Date
Otman Basir	11/19/2009
E-Lane Systems Inc.	11/19/2009

RECEIVING PARTY DATA

Name:	E-Lane Systems Inc.
Street Address:	435 King Street North
City:	Waterloo
State/Country:	CANADA
Postal Code:	N2J 2Z5

PROPERTY NUMBERS Total: 9

Property Type	Number
Application Number:	11935379
Application Number:	11830575
Application Number:	12133793
Application Number:	12135646
Application Number:	12332122
Application Number:	11245488
Application Number:	61221034
Application Number:	61012698
Application Number:	61074137

CORRESPONDENCE DATA

Fax Number: (416)216-3930
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 416-216-1906
 Email: chunter@ogilvyrenault.com
 Correspondent Name: Christopher N Hunter, Ogilvy Renault LLP

CH \$360.00 11935379

501149422

**PATENT
 REEL: 024240 FRAME: 0246**

Address Line 1: 200 Bay Street, Box 84
Address Line 2: Suite 3800, Royal Bank Plaza-South Tower
Address Line 4: Toronto, CANADA M5J 2Z4

ATTORNEY DOCKET NUMBER: 02004350-0009

NAME OF SUBMITTER: Christopher N. Hunter

Total Attachments: 55

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CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT ("Agreement") made this 19th day of November, 2009,

B E T W E E N:

E-LANE SYSTEMS INC., a corporation incorporated under the laws of the Province of Ontario and having its head office at 485 Claywood Court, Waterloo, Ontario N2T 2C6 ("**E-Lane**")

OF THE FIRST PART

- and -

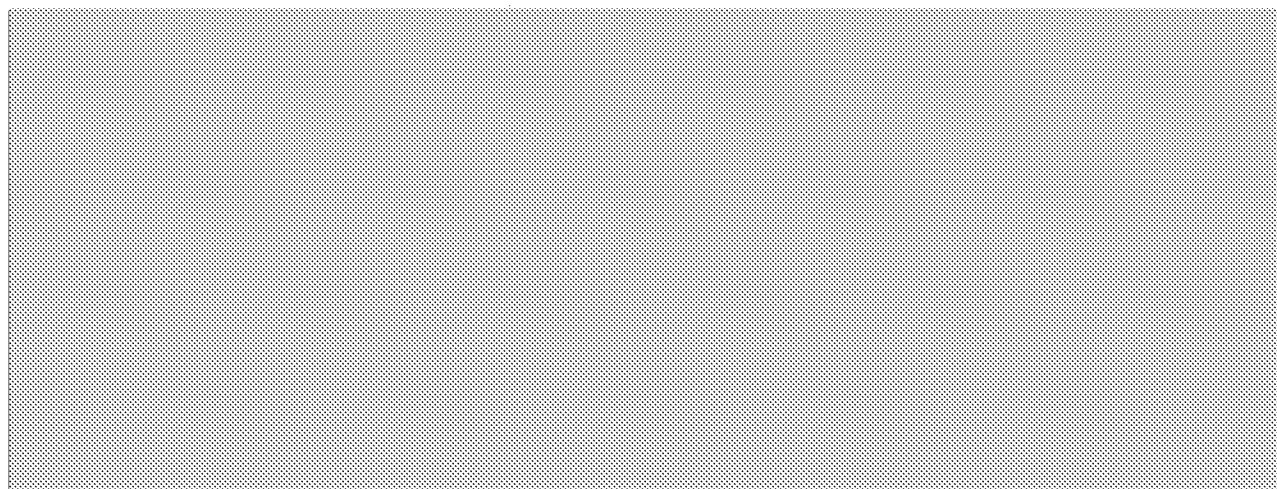
DR. OTMAN BASIR, an individual residing at 485 Claywood Court, Waterloo, Ontario N2T 2C6 (the "**Inventor**")

OF THE SECOND PART

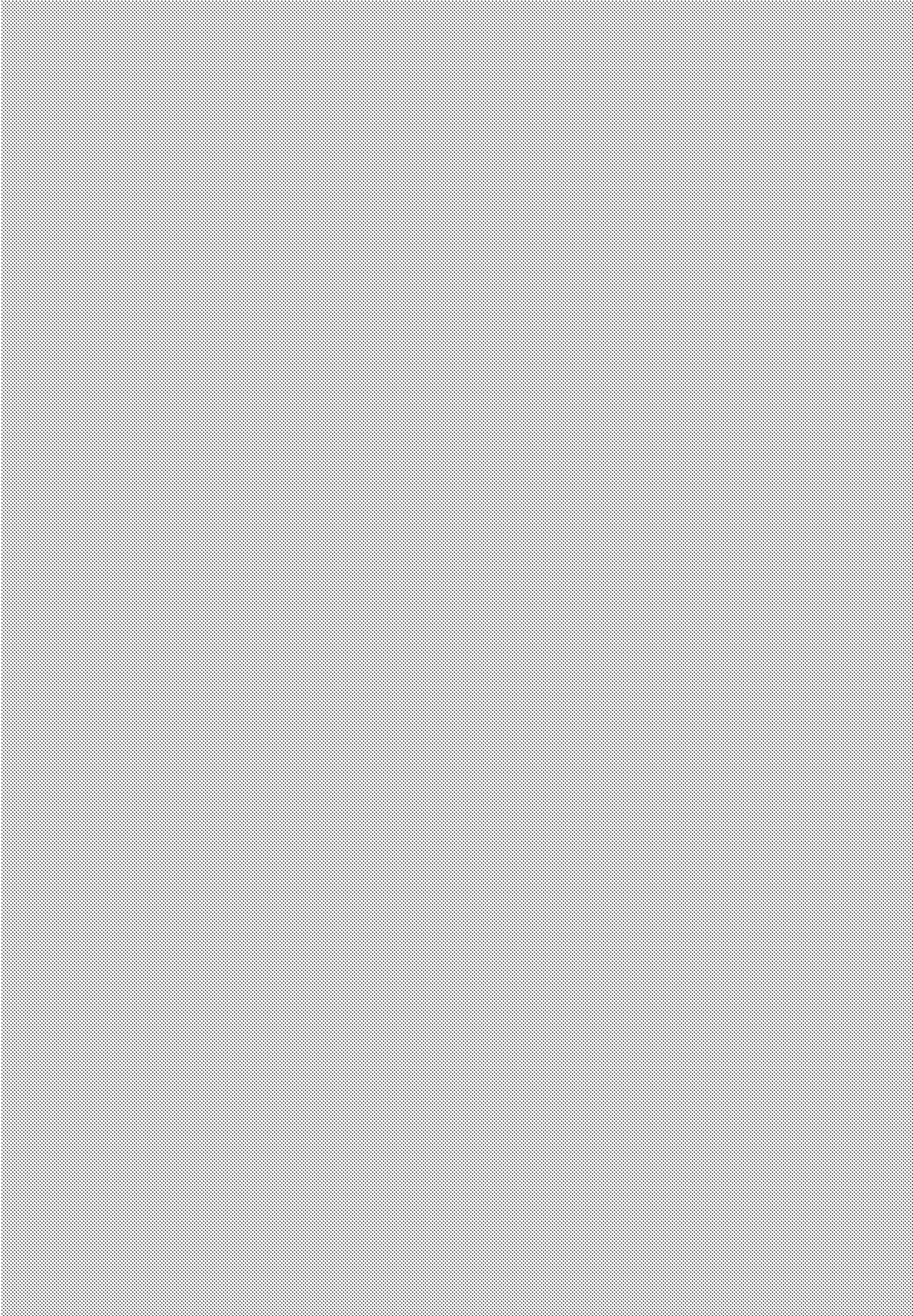
- and -


INTELLIGENT MECHATRONIC SYSTEMS INC., a corporation incorporated under the laws of the Province of Ontario and having its head office at 435 King Street North, Waterloo, Ontario N2J 2Z5 (the "**Corporation**")

OF THE THIRD PART



NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the respective covenants and agreements of the parties contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:





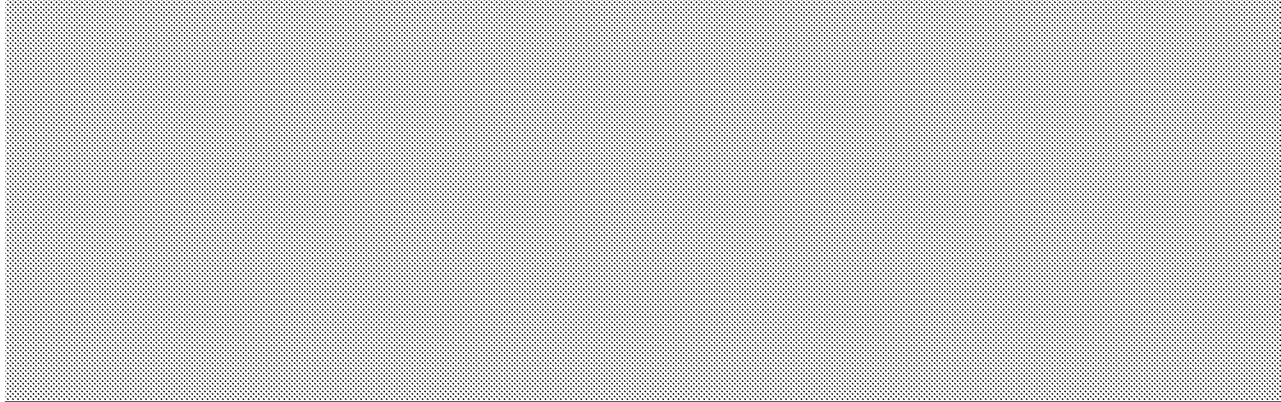
“Inventor” means Dr. Otman Basir.

“Other E-Lane Technology” means all technology, Software, Documentation, Intellectual Property and related materials owned by or developed by or on behalf of E-Lane that exists as of the Closing, including the technology, Intellectual Property and materials described in Schedule “A”;

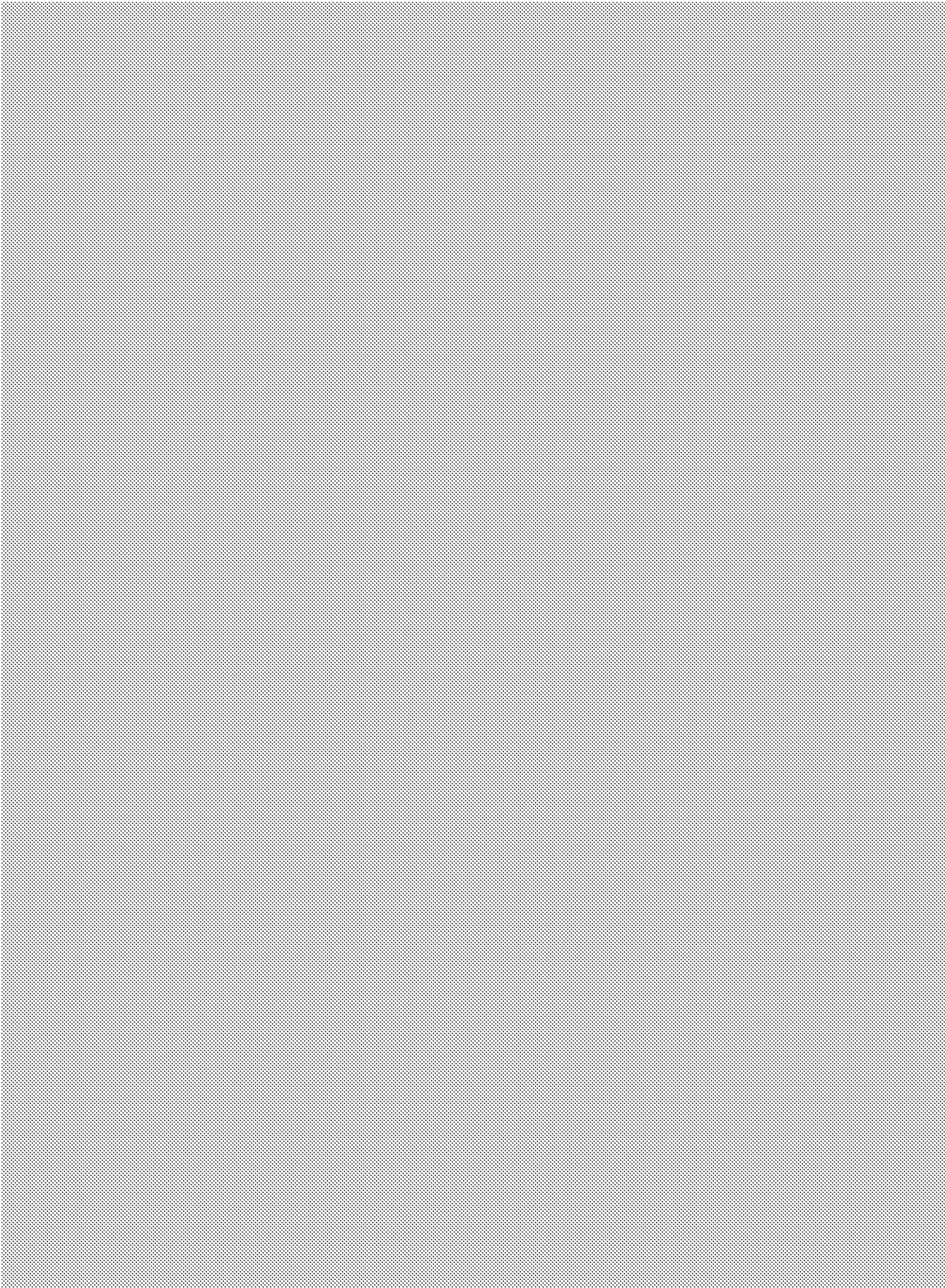


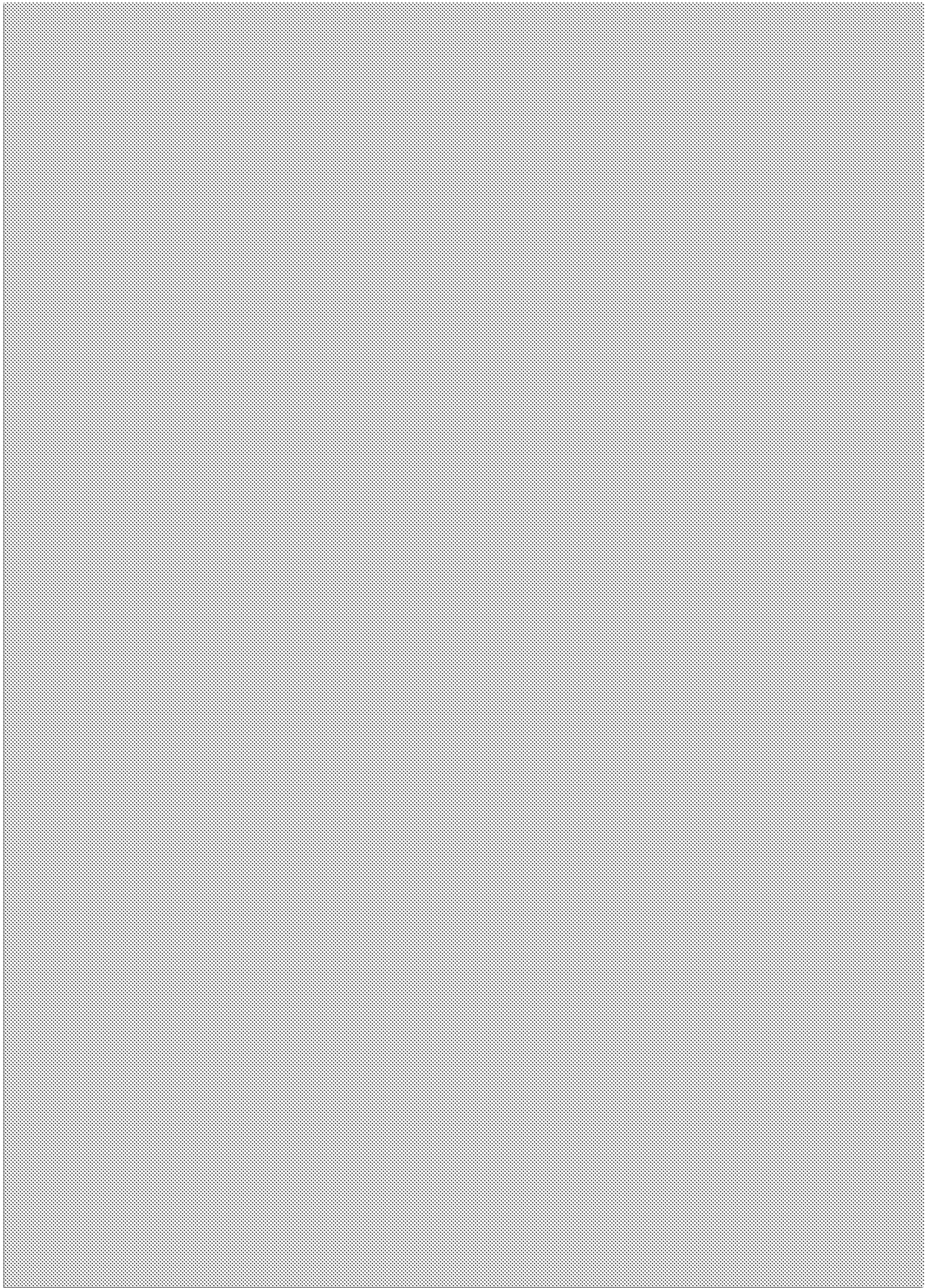
1.7 **Schedules.** The following schedules are attached to this Agreement and they are incorporated into this Agreement by reference and are deemed to be part hereof:

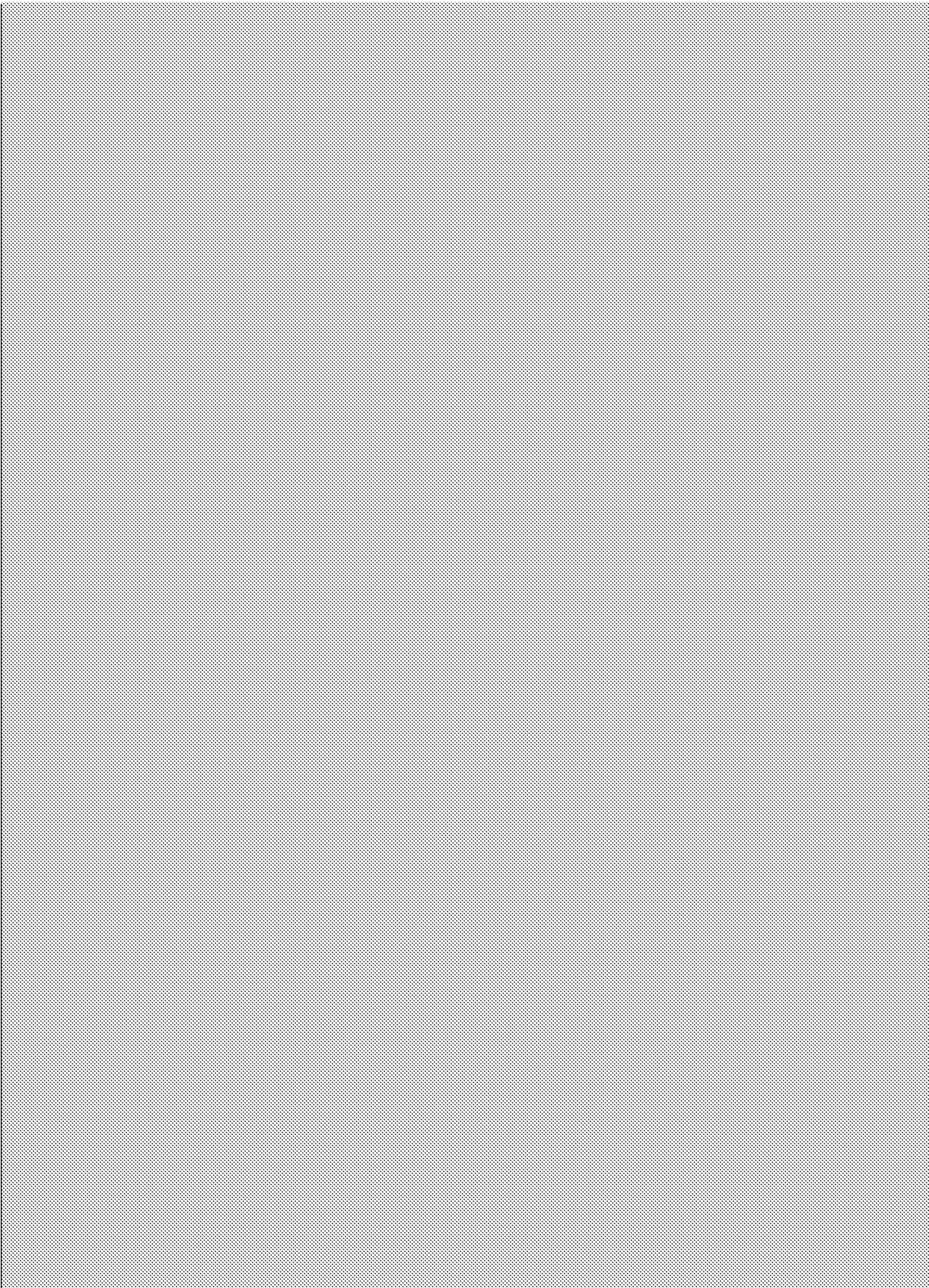
Schedule "A" - Other E-Lane Technology Description

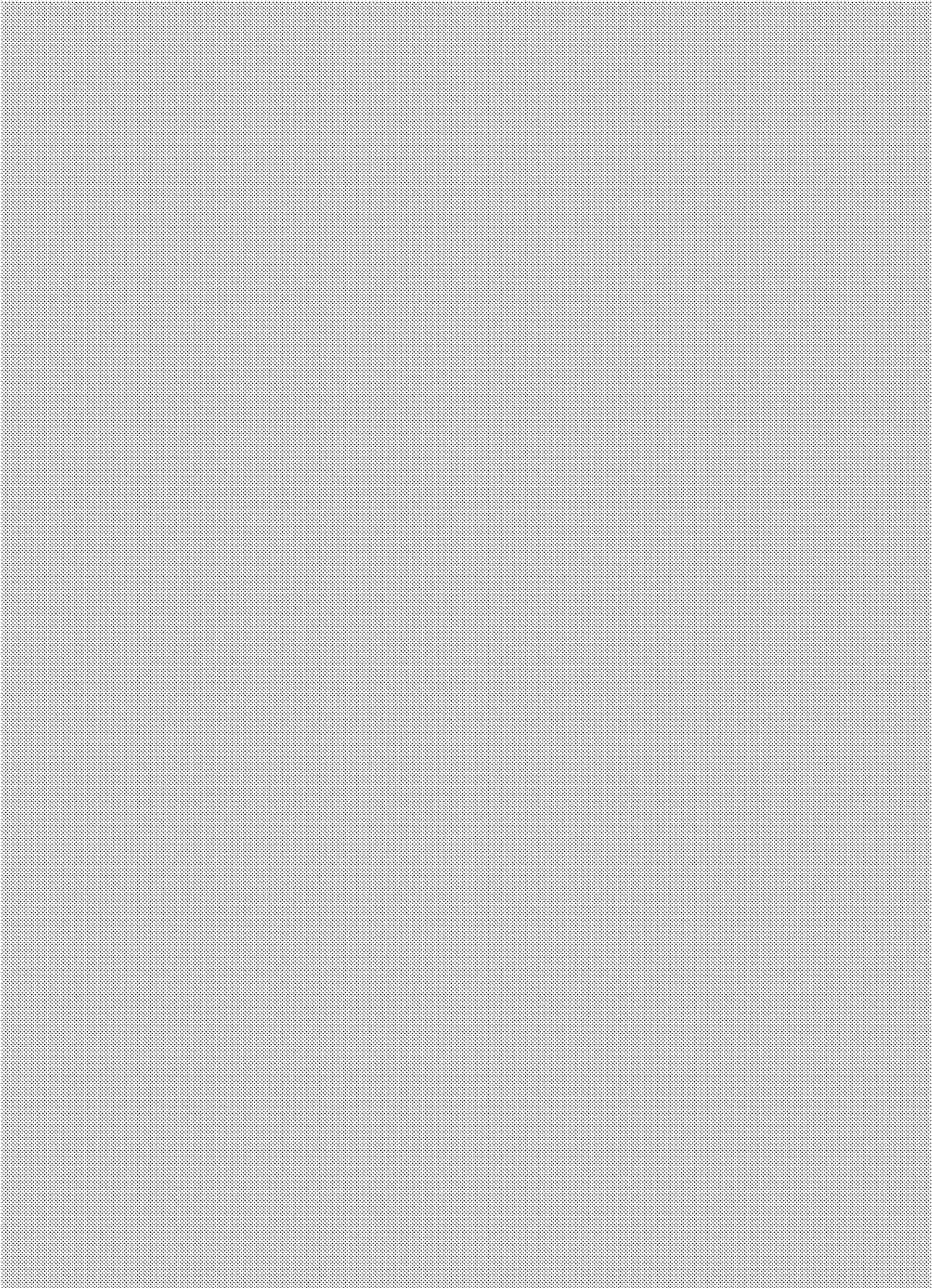


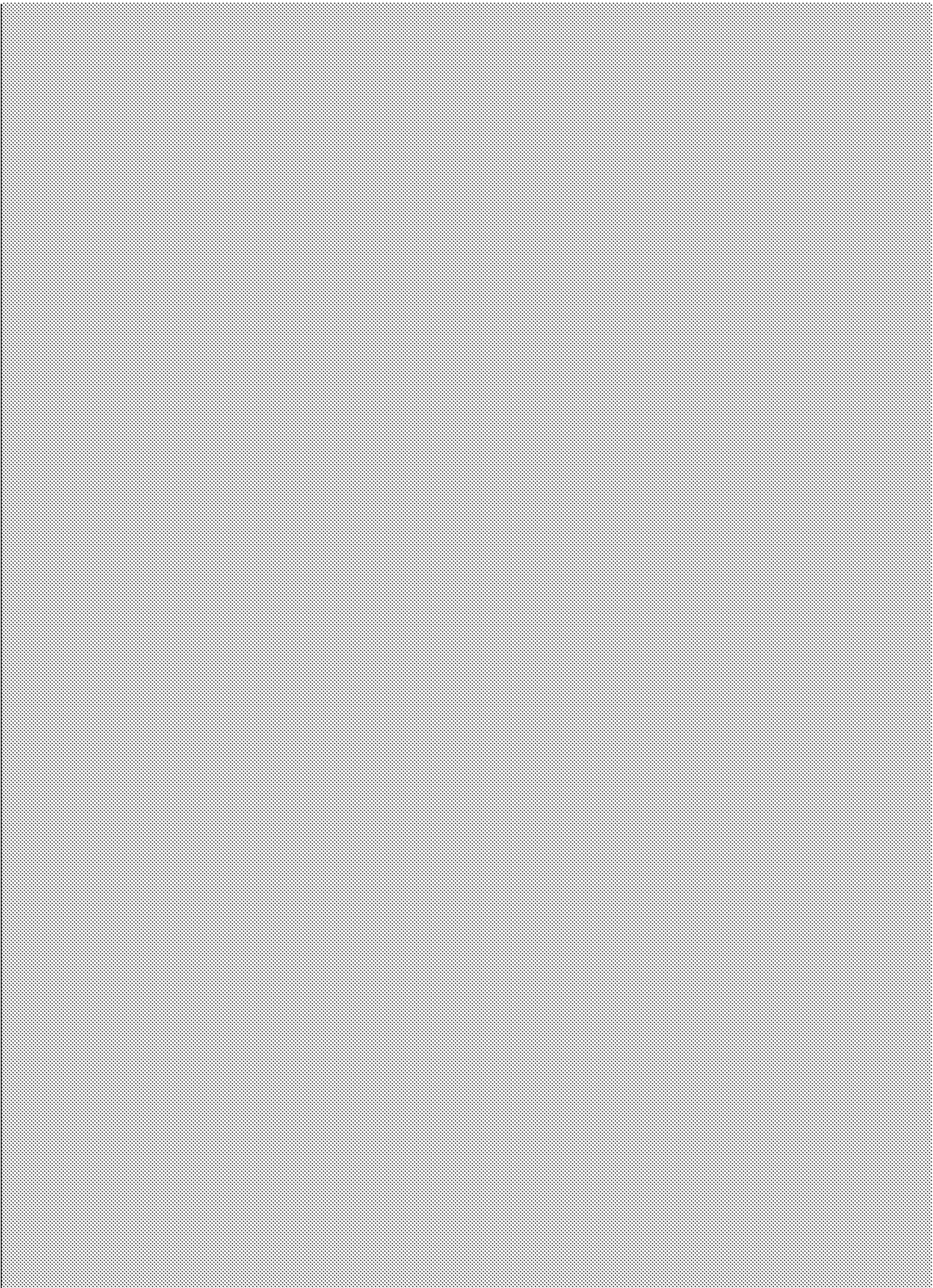
2.4 Other E-Lane Basir IP. As a condition of this Agreement the parties have agreed and the Inventor intends and agrees that all Other E-Lane Basir IP will be owned solely and exclusively by the Corporation. **“Other E-Lane Basir IP”** means all Intellectual Property (and all products or technology derived therefrom or as a result thereof) that is related to the IMS Business, including the Other E-Lane Technology,

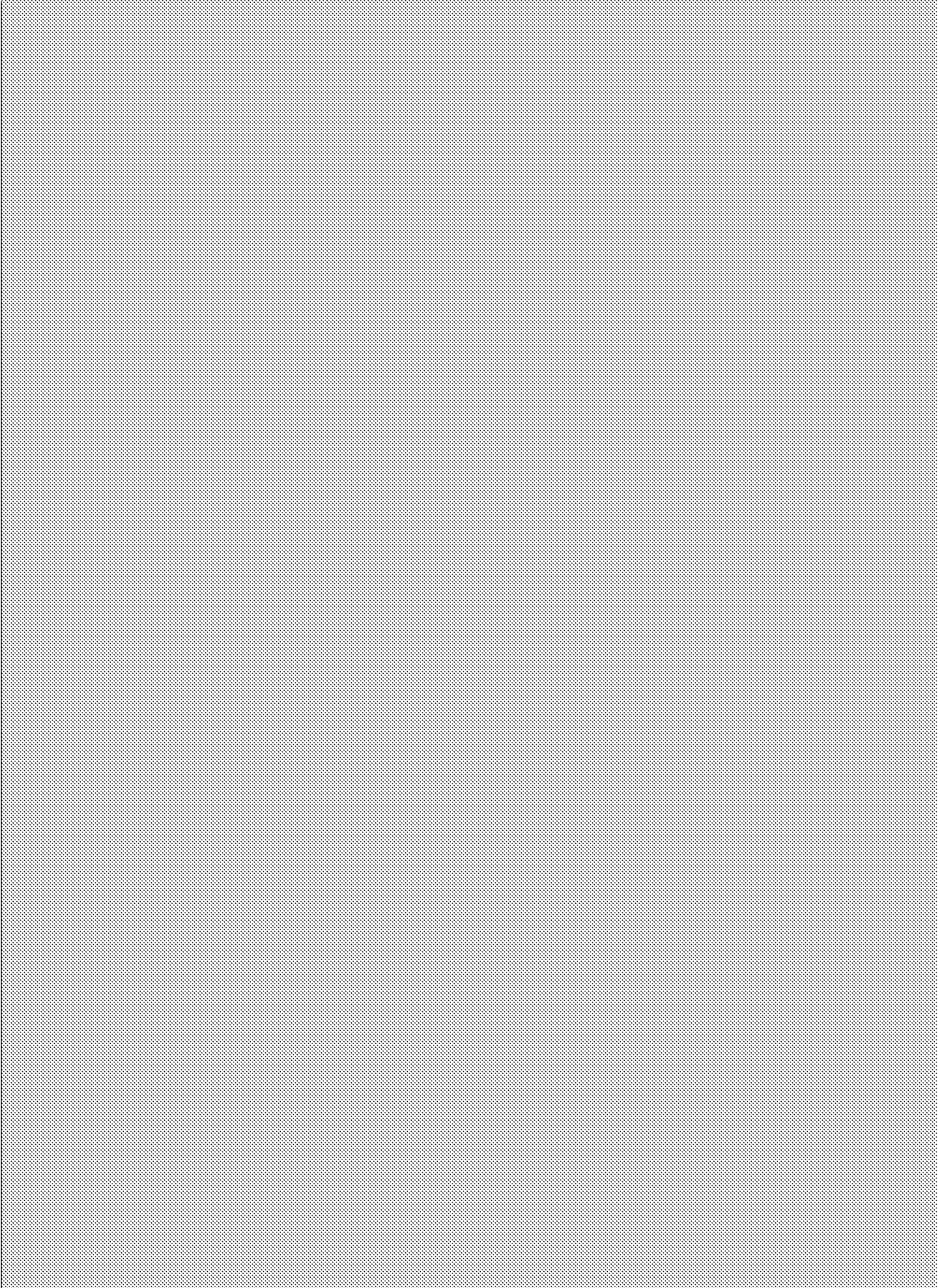


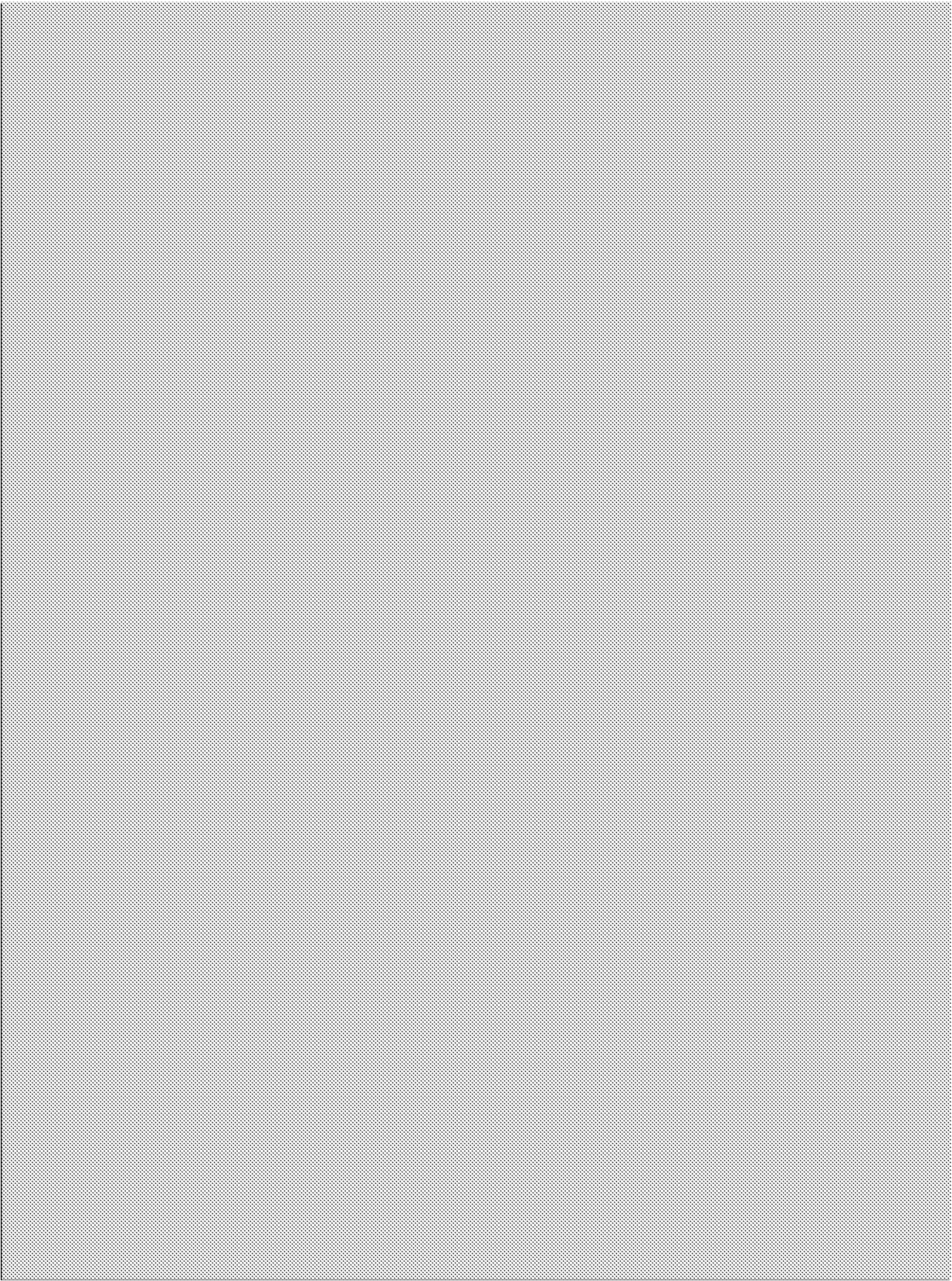


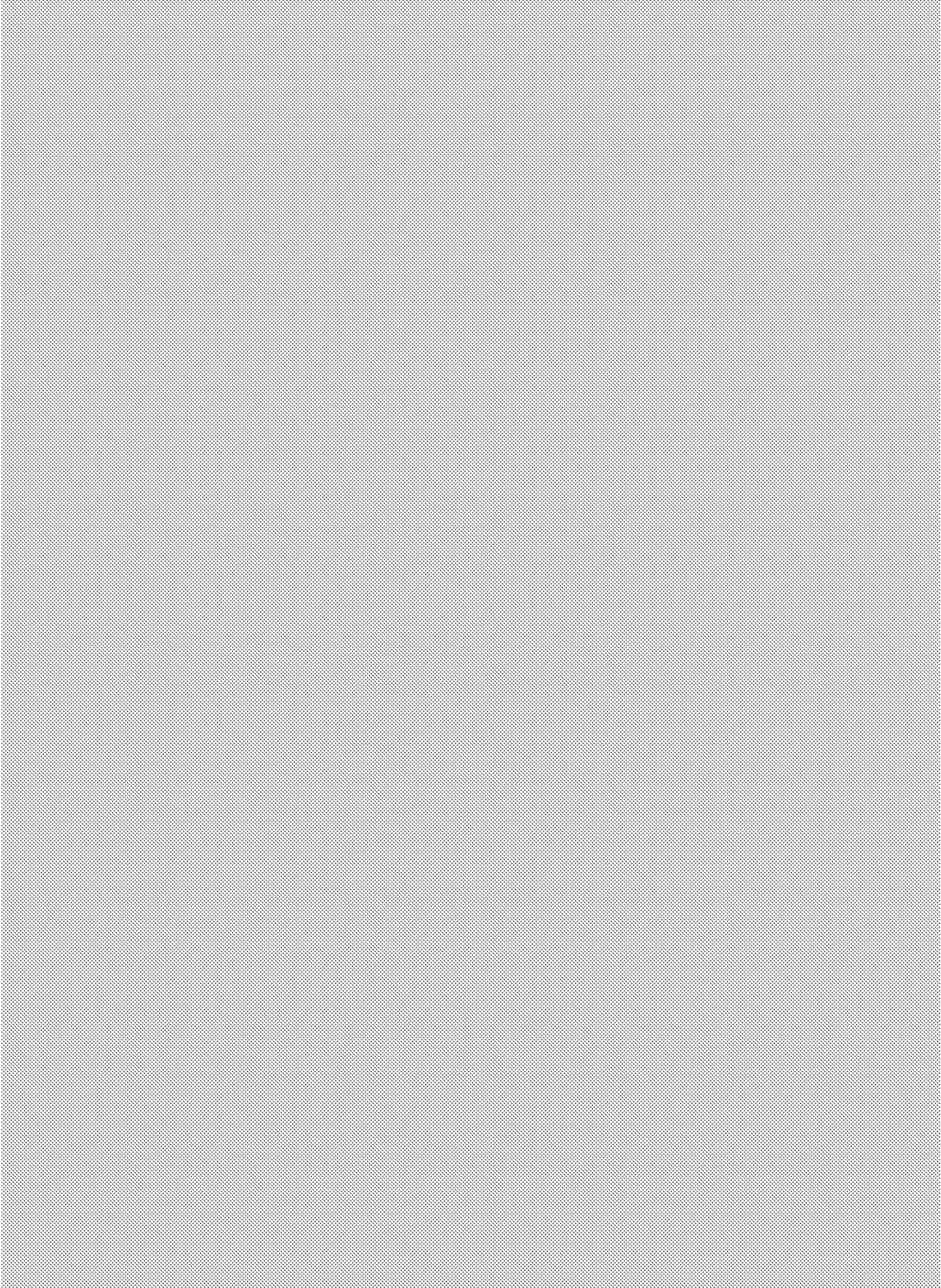


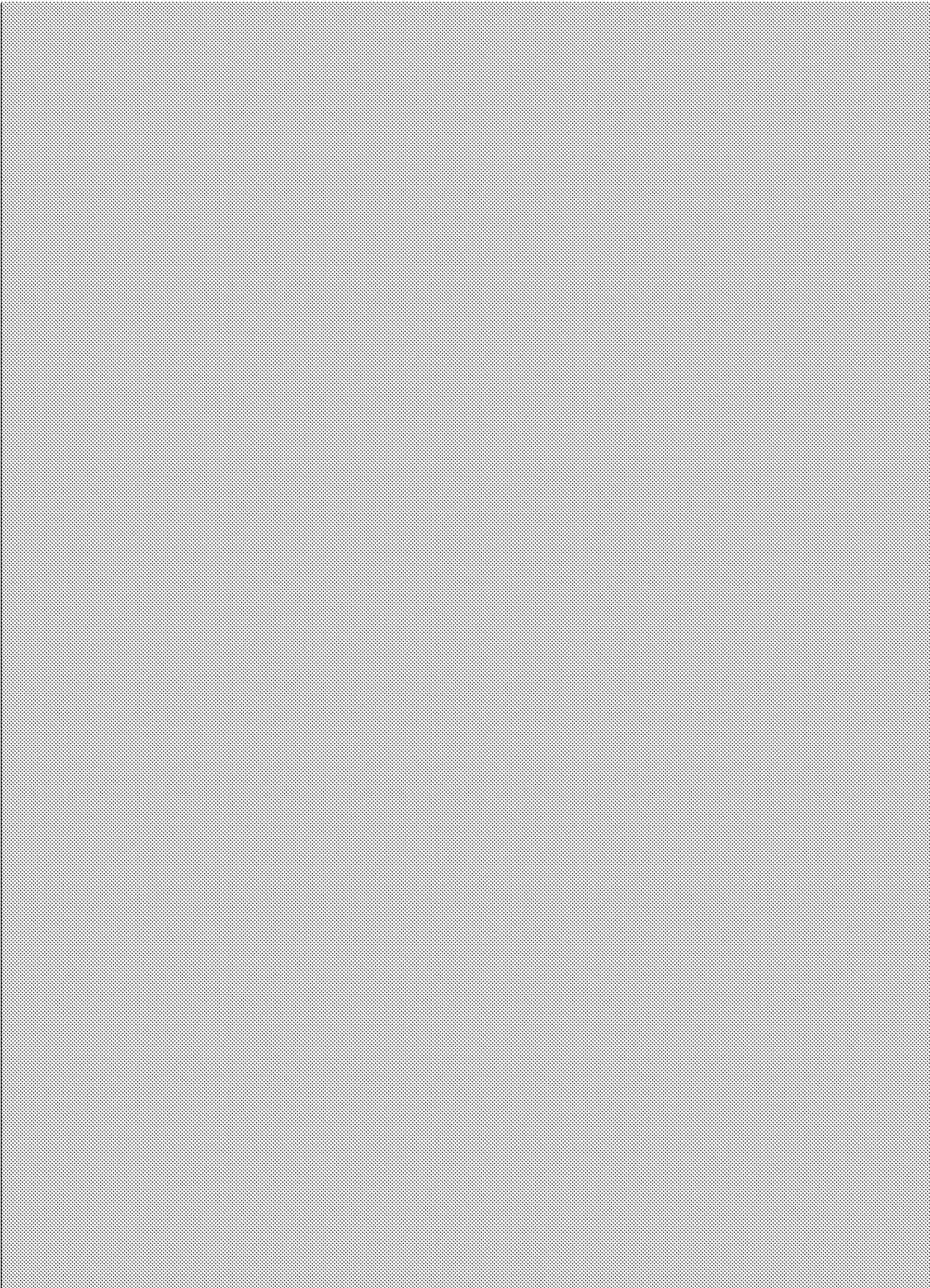


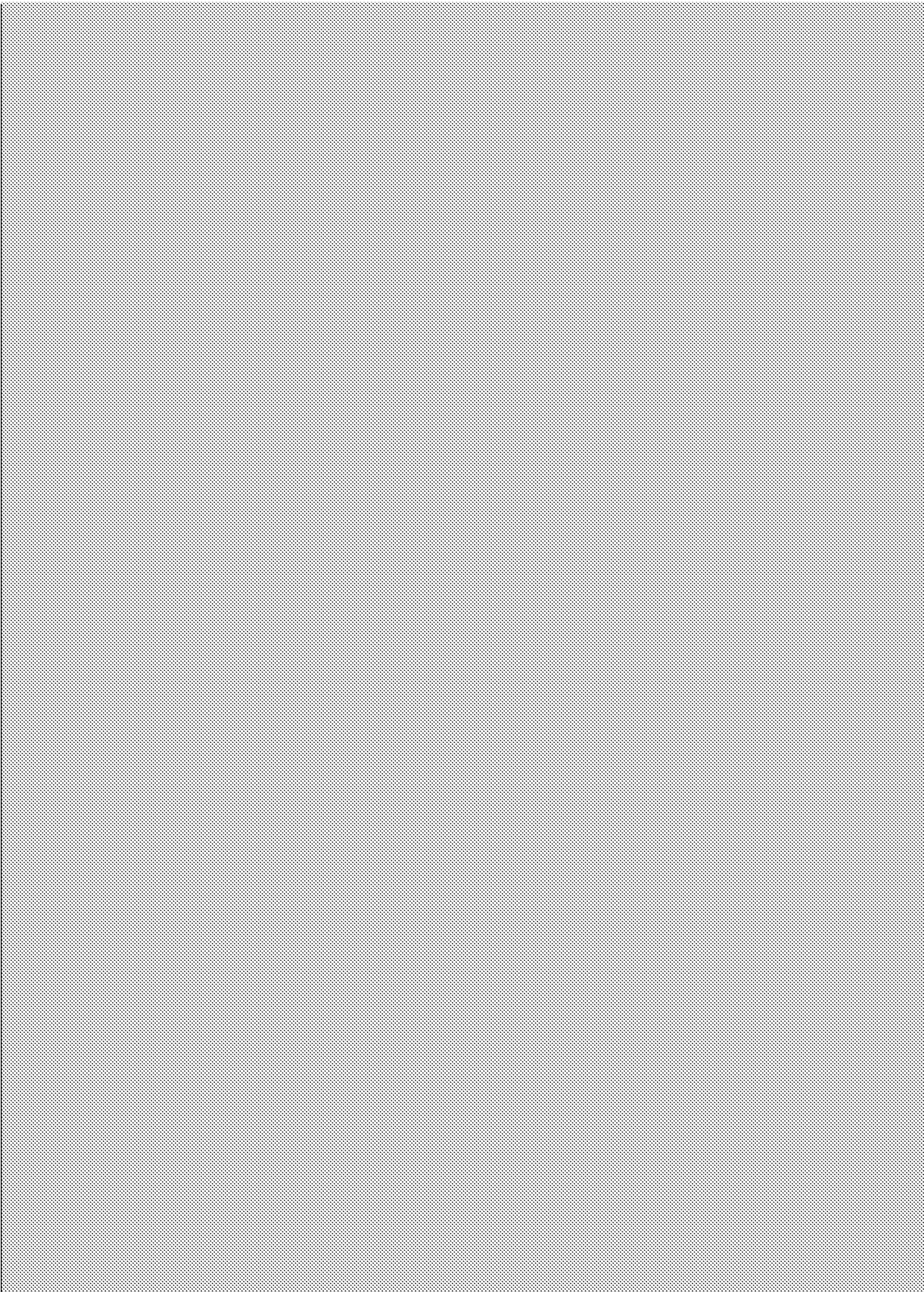


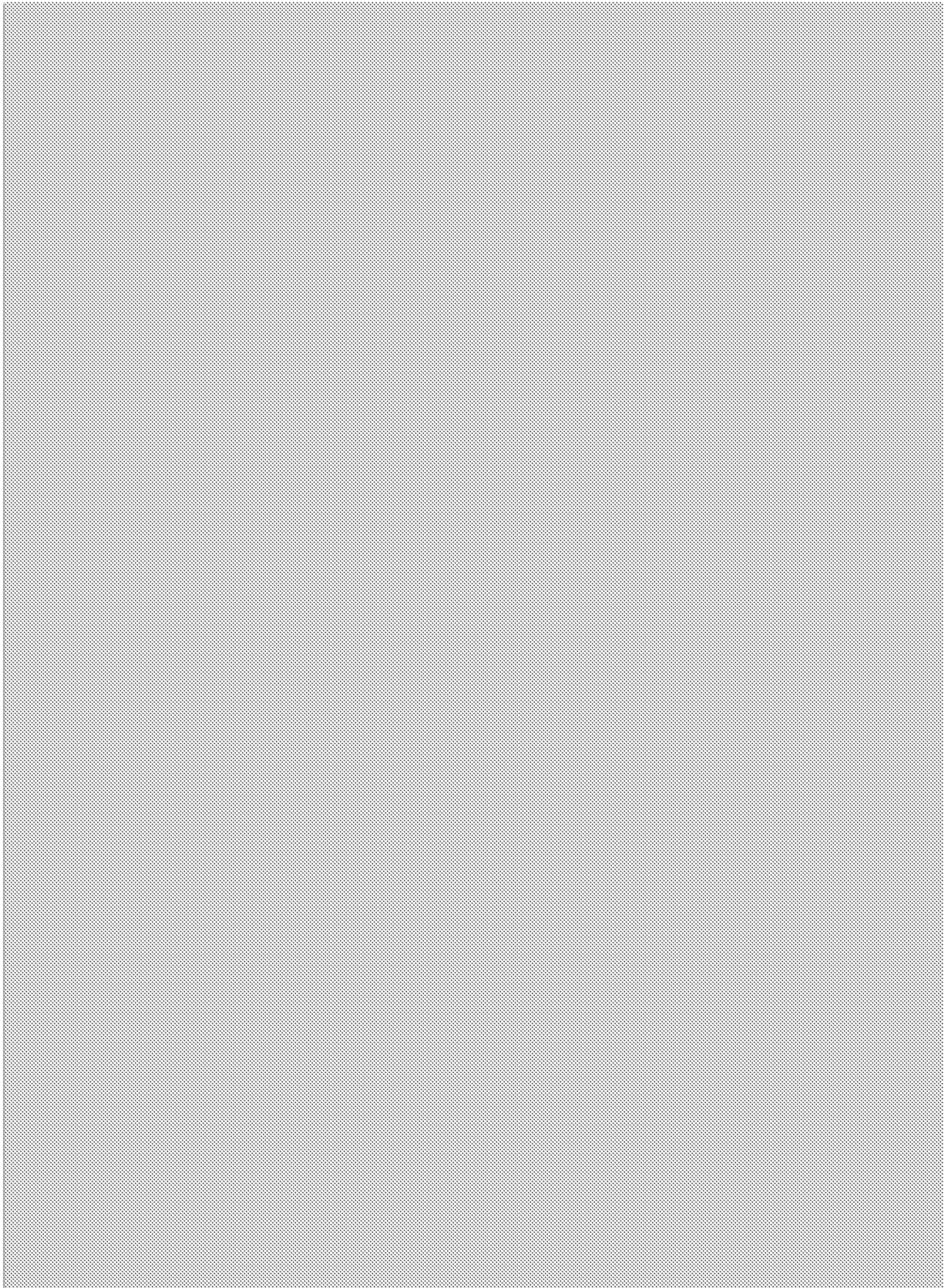


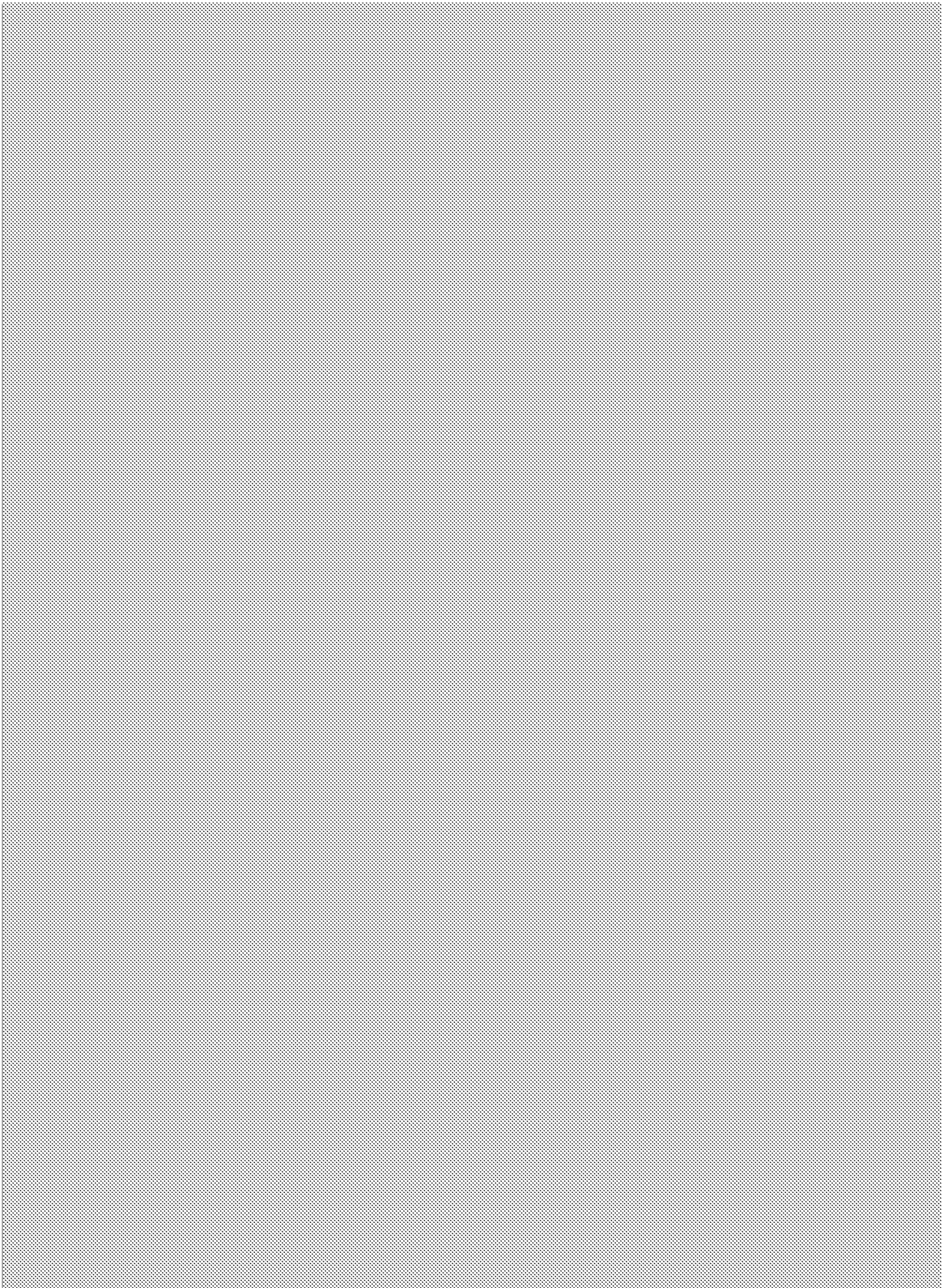


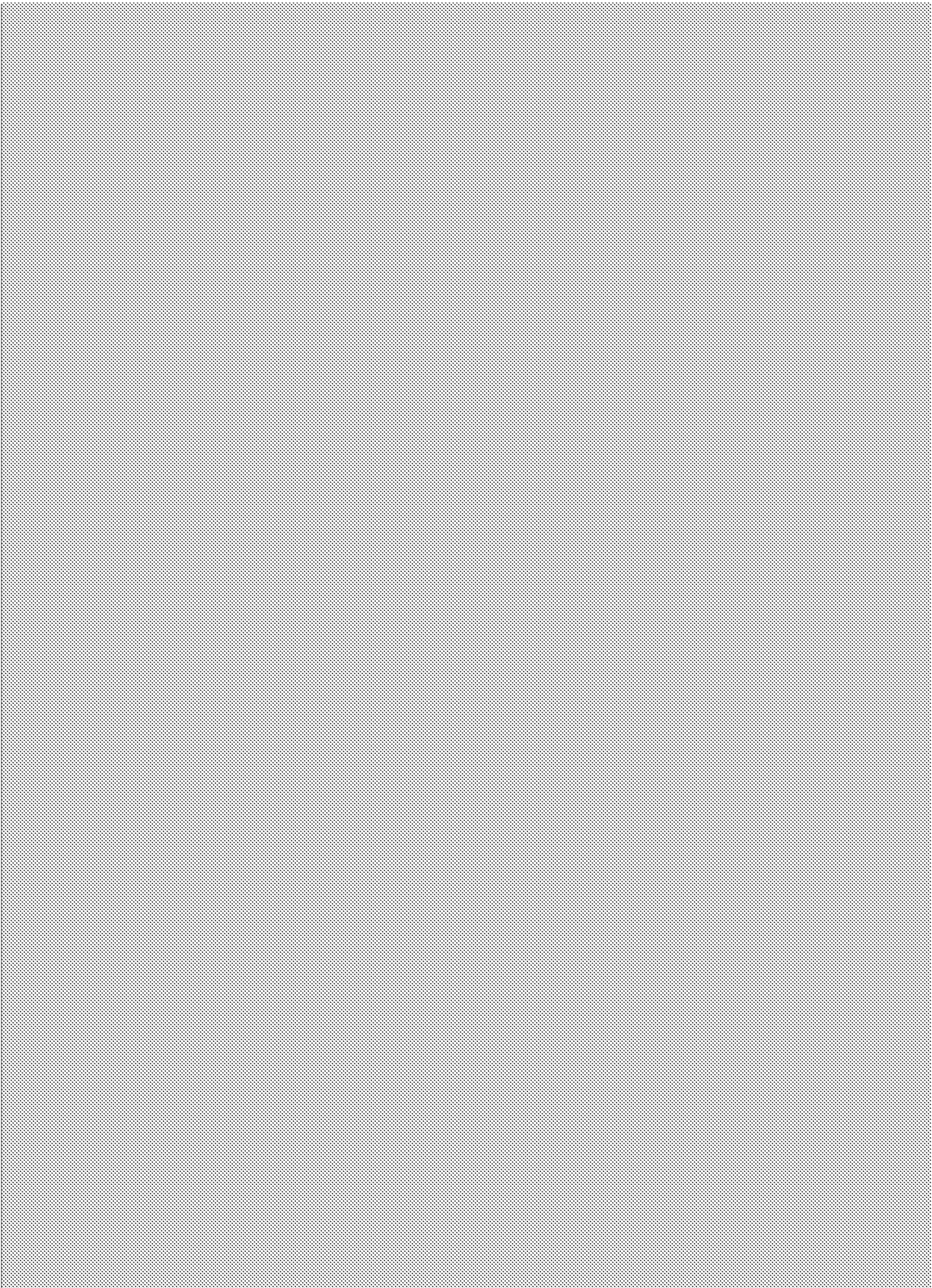


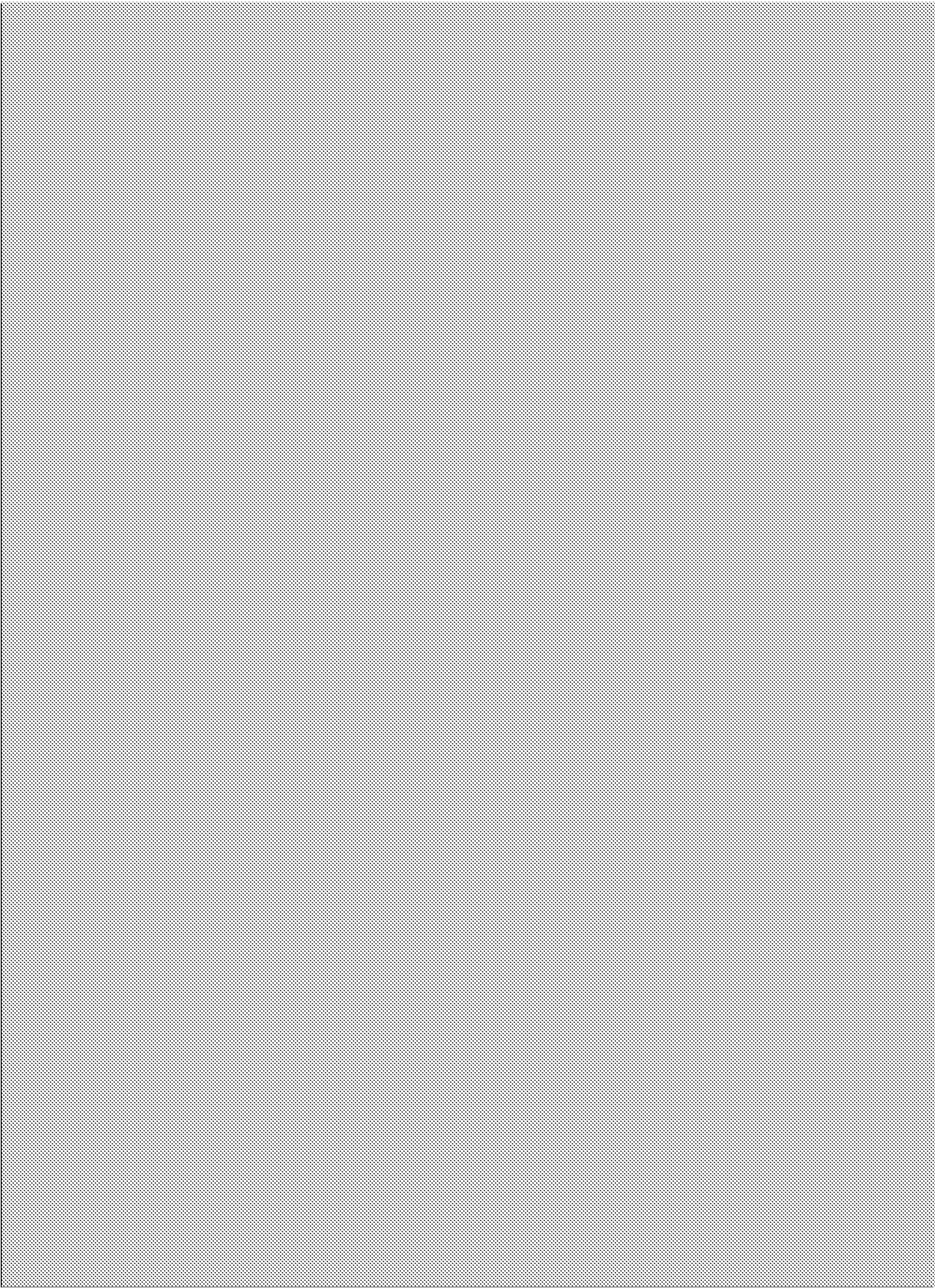


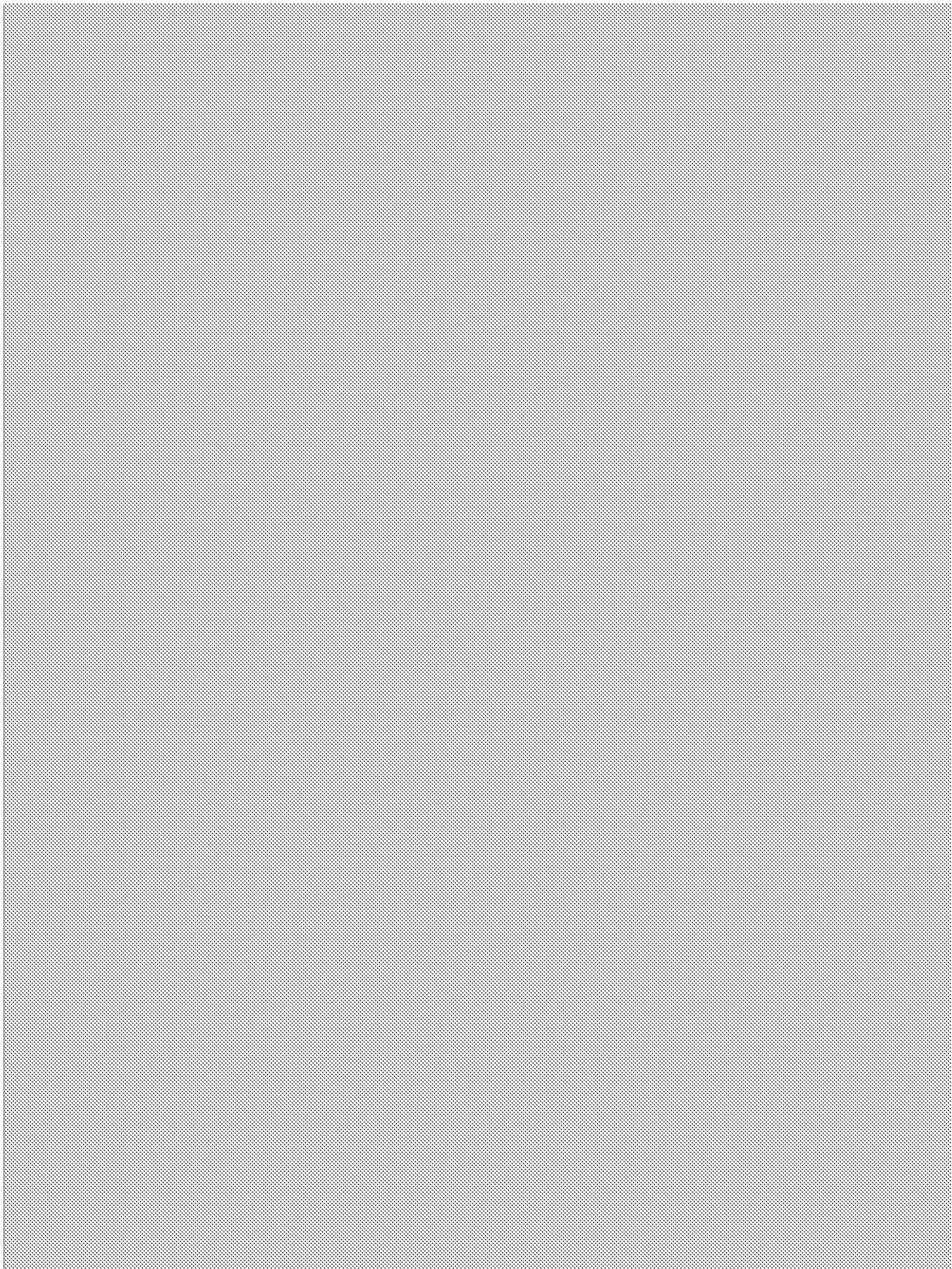


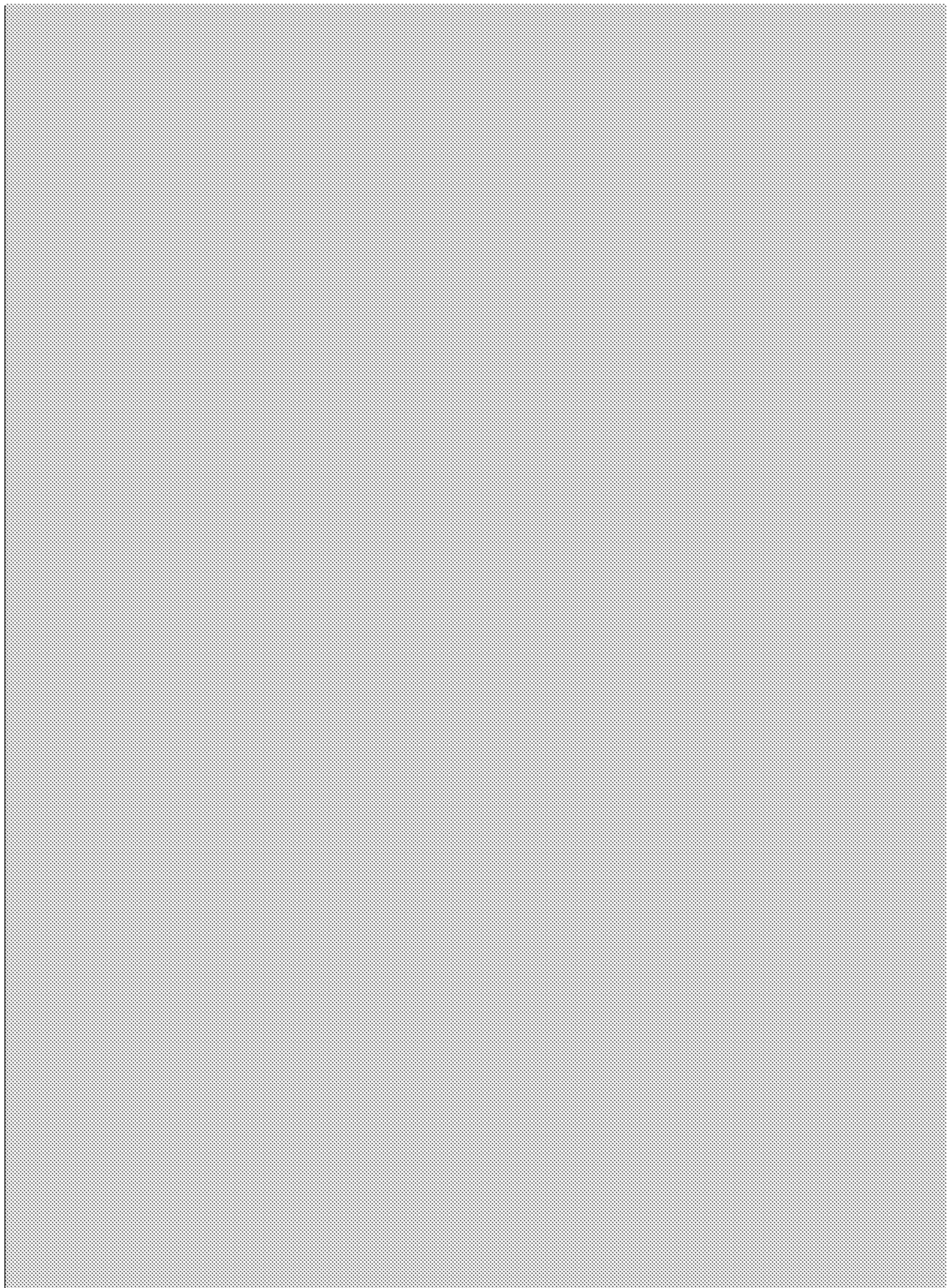


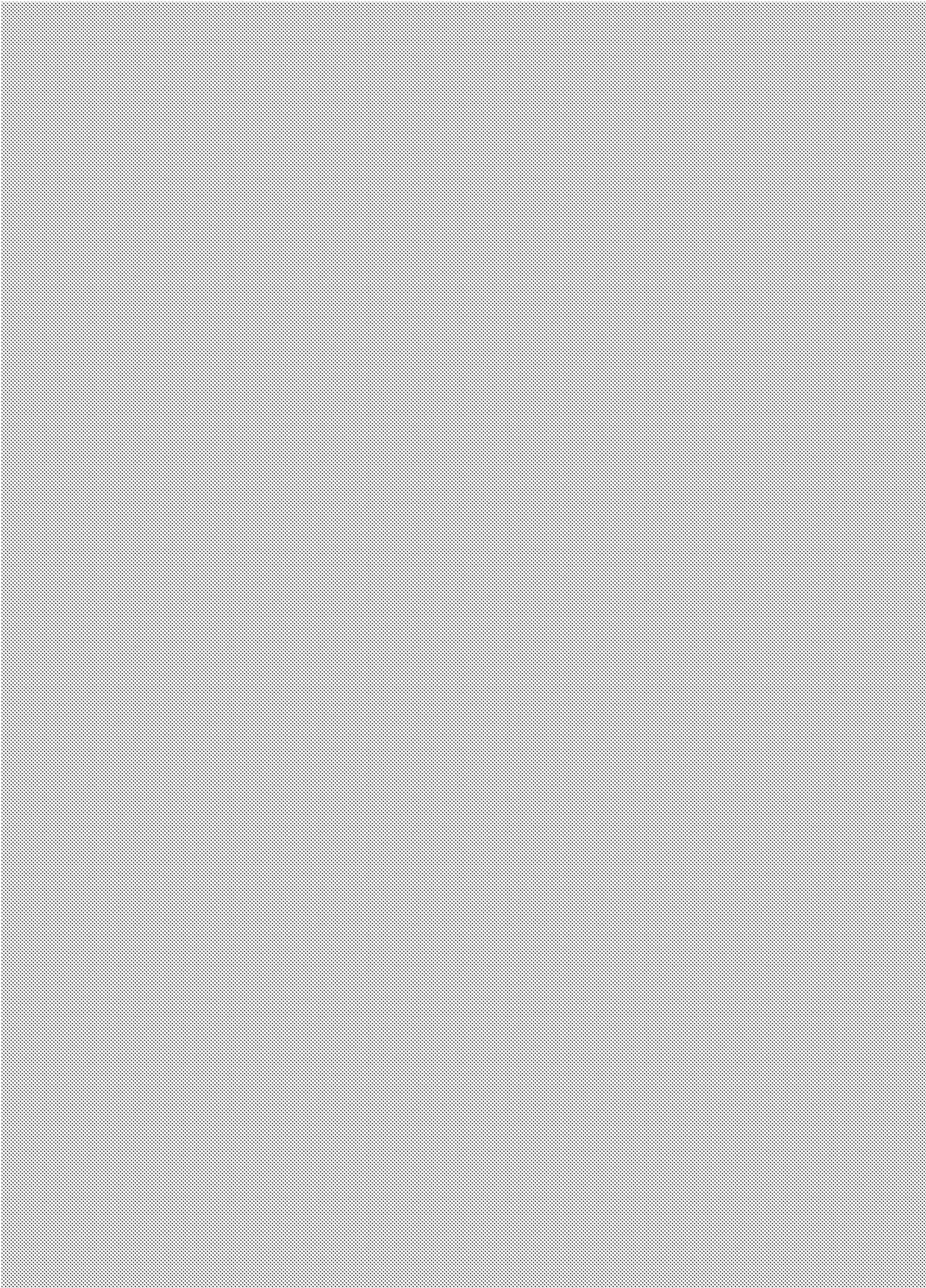


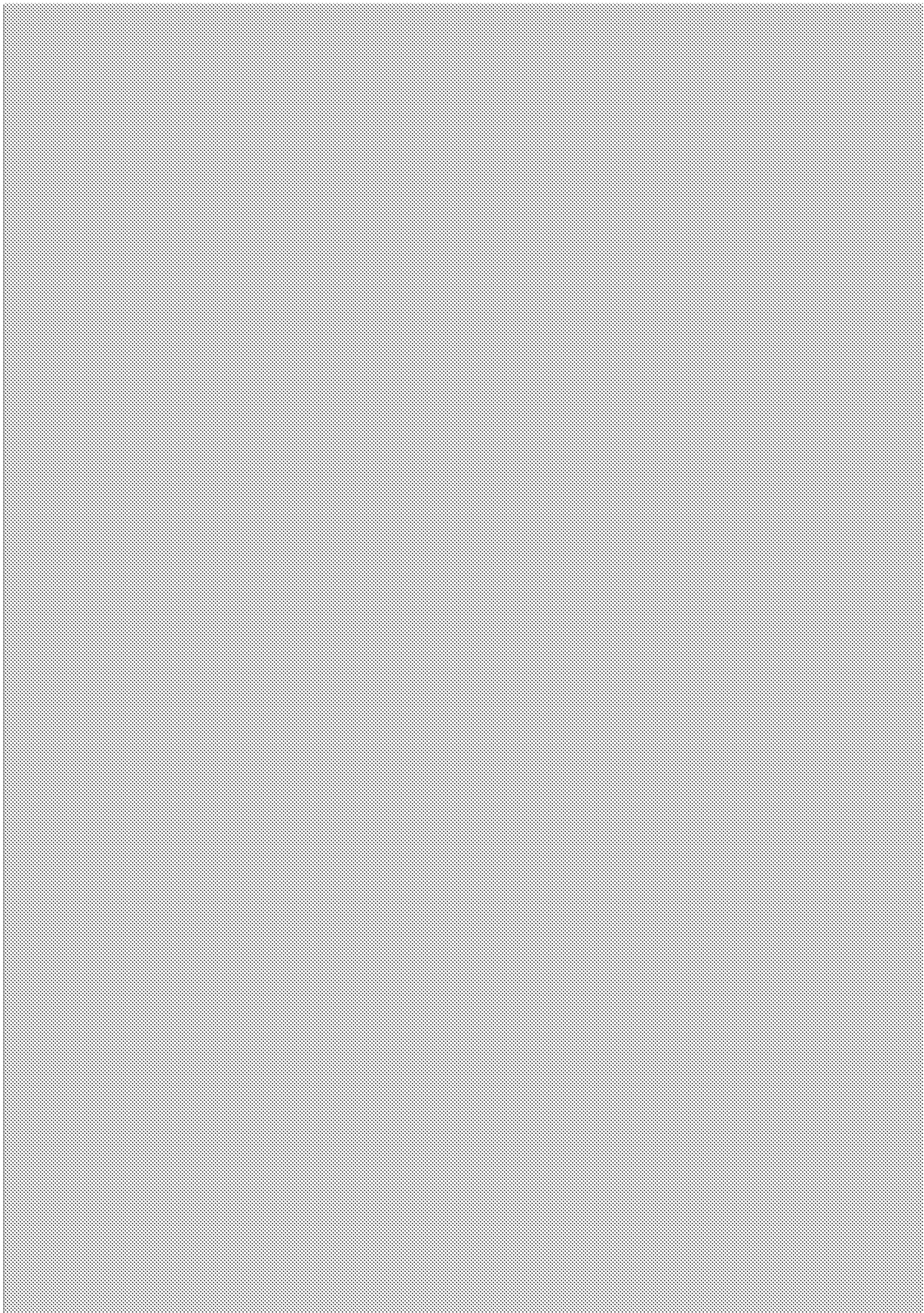


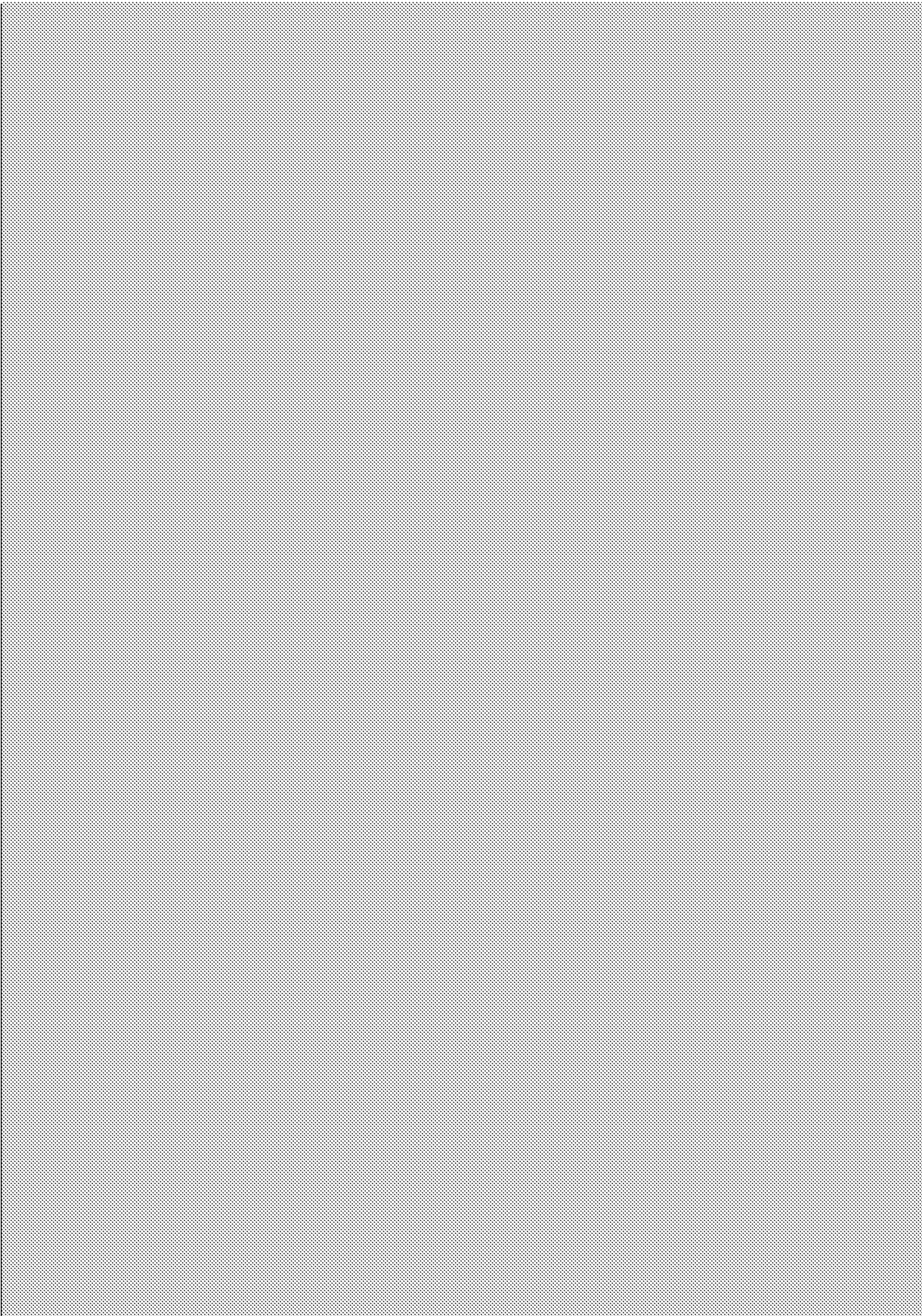












IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date above first written.

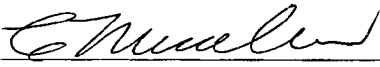
E-LANE SYSTEMS INC.

Per: _____

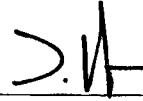


Name: Dr. Otman Basir

Title: Chief Executive Officer



Witness



Dr. Otman Basir

INTELLIGENT MECHATRONIC SYSTEMS
INC.

Per: _____

Name: Robert Rosehart

Title: Director

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date above first written.

E-LANE SYSTEMS INC.

Per: _____

Name: Dr. Otman Basir

Title: Chief Executive Officer

Witness

Dr. Otman Basir

**INTELLIGENT MECHATRONIC SYSTEMS
INC.**

Per: _____

Robert Rosehart

Name: Robert Rosehart

Title: Director

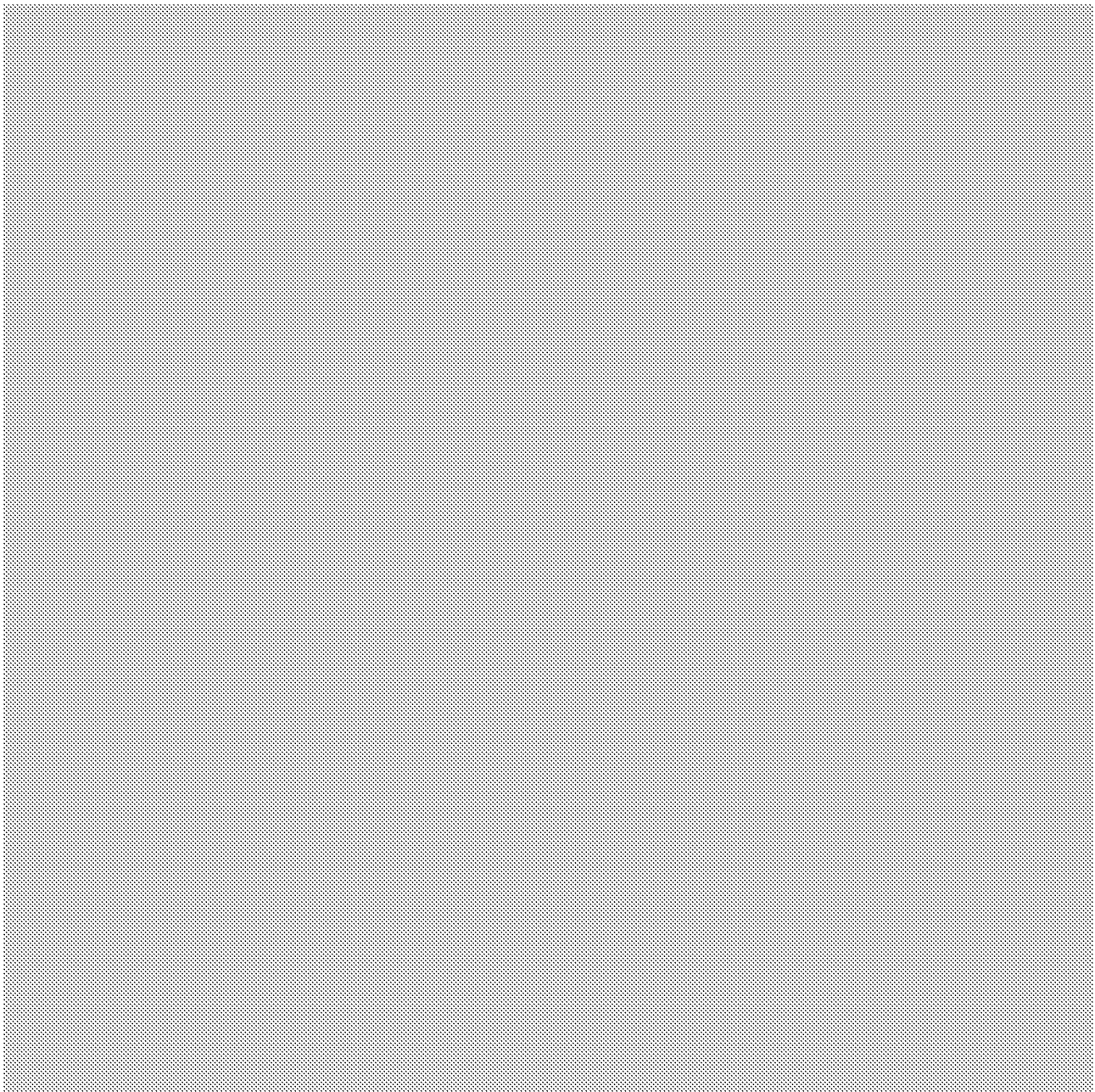
SCHEDULE "A"

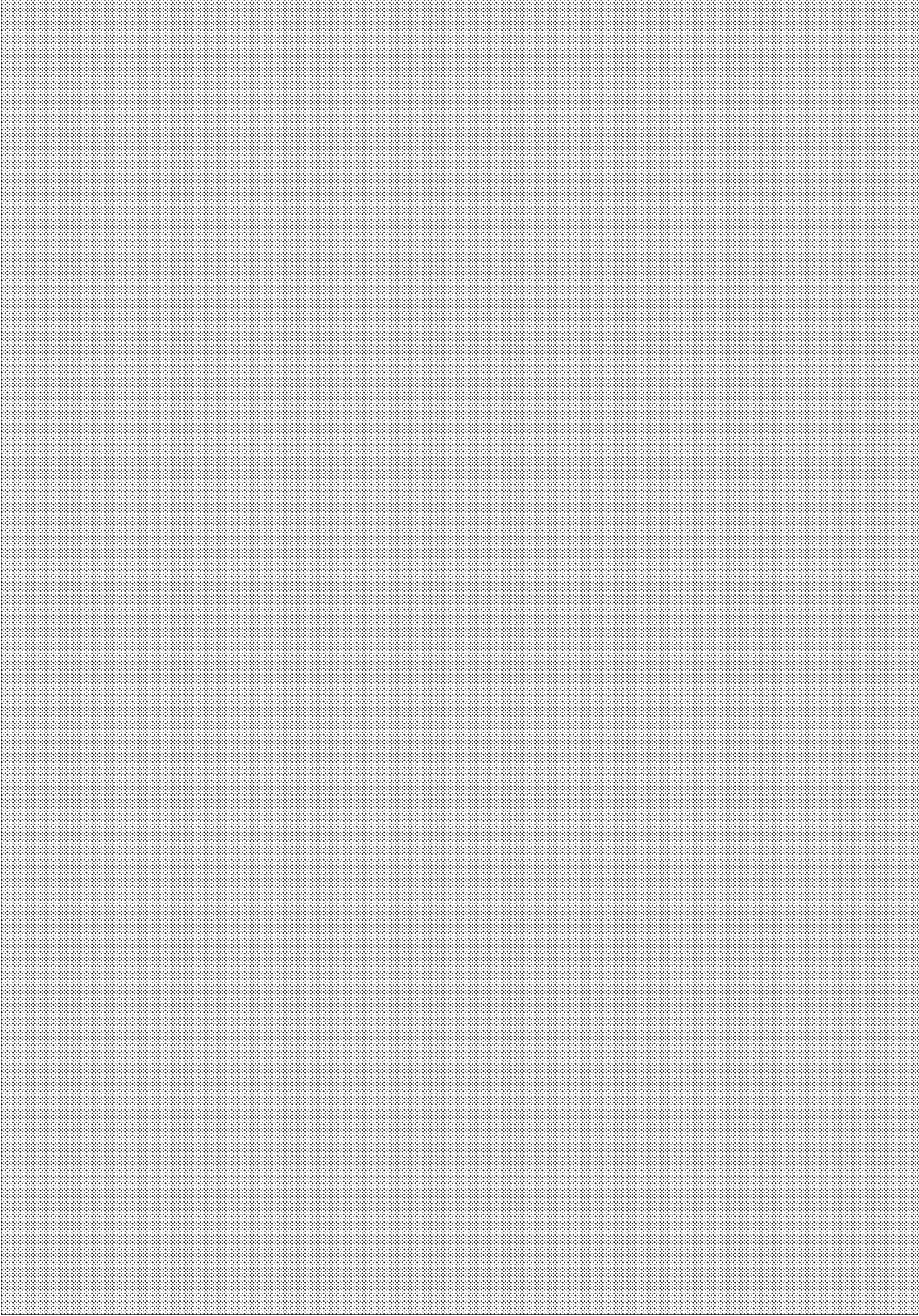
OTHER E-LANE TECHNOLOGY DESCRIPTION

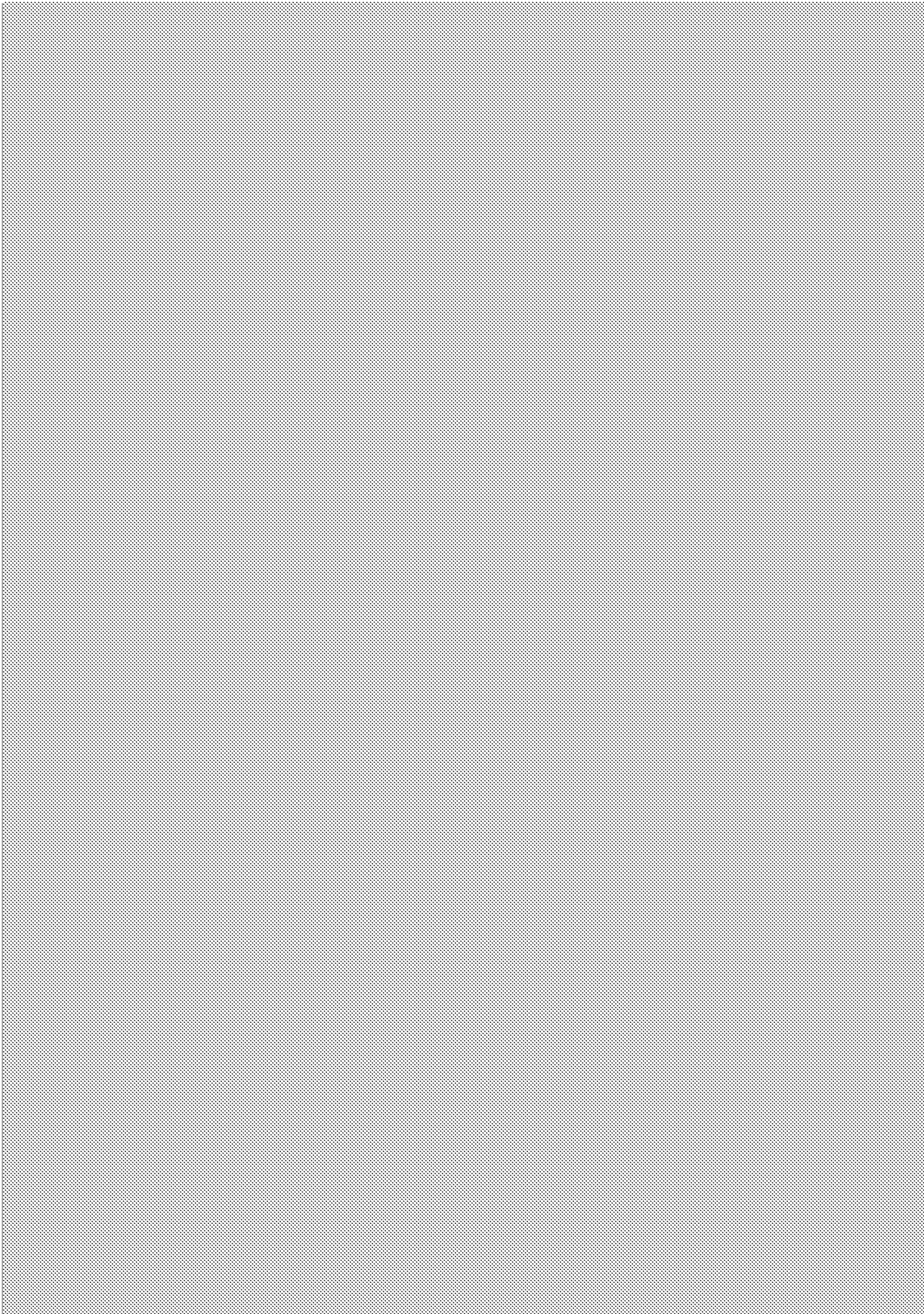
Patents

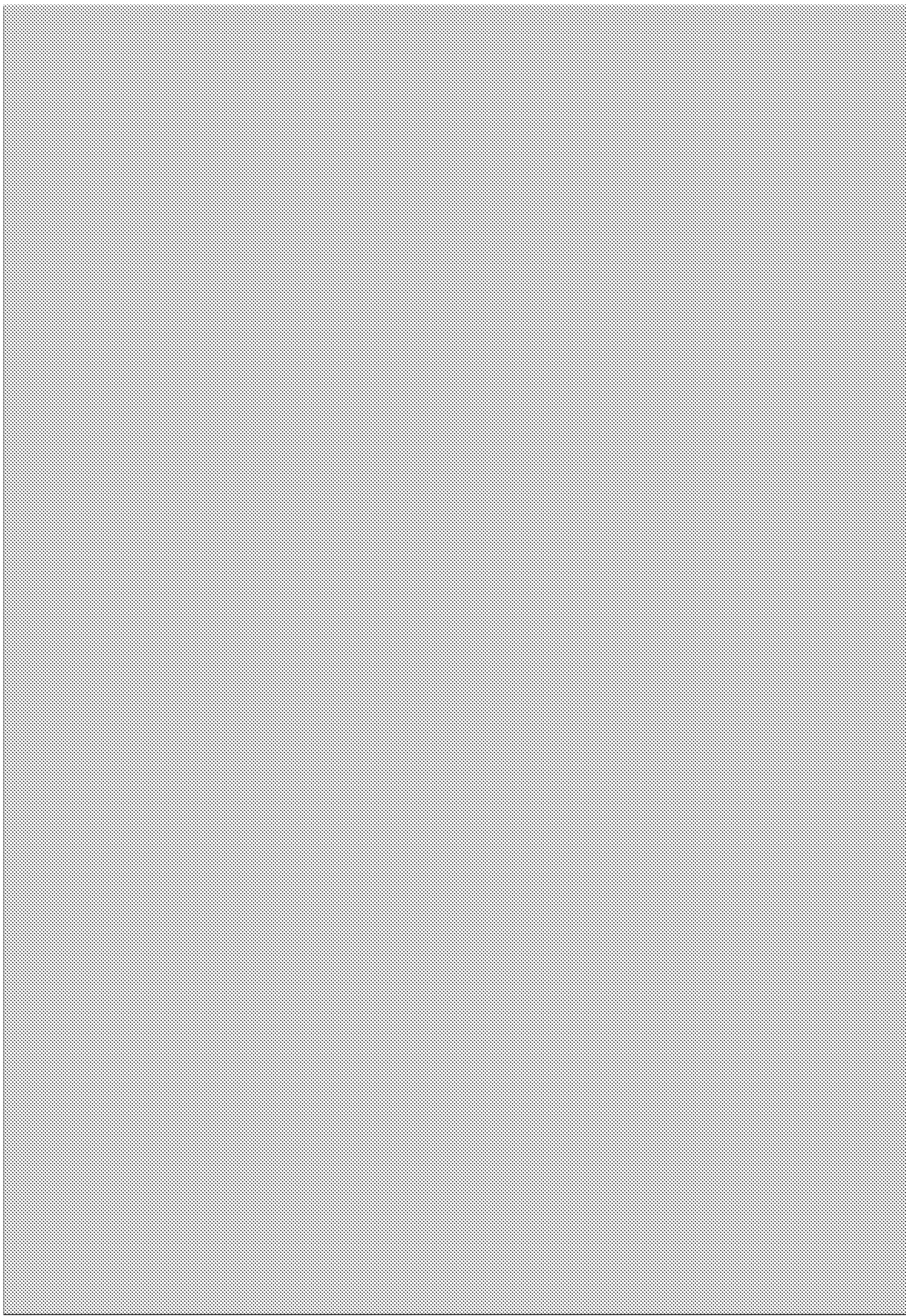
Docket Number	Priority Date	Country	Case Type	Filing Type	Application Number	Application Date	Title
67182-005 PUS2	13/06/2006	United States	Regular	National	11/935379	05/11/2007	VEHICLE COMMUNICATION SYSTEM WITH NEWS SUBSCRIPTION SERVICE
67182-013 PUS1	28/07/2006	United States	Regular	National	11/830575	30/07/2007	VEHICLE COMMUNICATION SYSTEM WITH NAVIGATION
67182-016 PCT	05/06/2007	Patent Cooperation Treaty	Regular	Patent Cooperation Treaty	PCT/CA2008/001065	05/06/2008	VEHICLE COMMUNICATION SYSTEM WITH MEDIA EXCHANGE
67182-016 PUS1	05/06/2007	United States	Regular	National	12/133793	05/06/2008	MEDIA EXCHANGE SYSTEM
67182-017 PCT	07/06/2007	Patent Cooperation Treaty	Regular	Patent Cooperation Treaty	PCT/CA2008/001110	09/06/2008	INTERFACE FOR PDA AND PC
67182-017 PUS1	07/06/2007	United States	Regular	National	12/135646	09/06/2008	INTERFACE FOR PDA AND COMPUTING DEVICE
67182-018 PRV		United States	Provisional Filing	National	61/012698	10/12/2007	VEHICLE COMMUNICATION SYSTEM WITH DESTINATION SELECTION FOR NAVIGATION
		United States	Regular		12/332,122	10/12/2008	Based on 61/012698
		Patent Cooperation Treaty	Regular		PCT/CA2008/002130	10/12/2008	Based on 61/012698

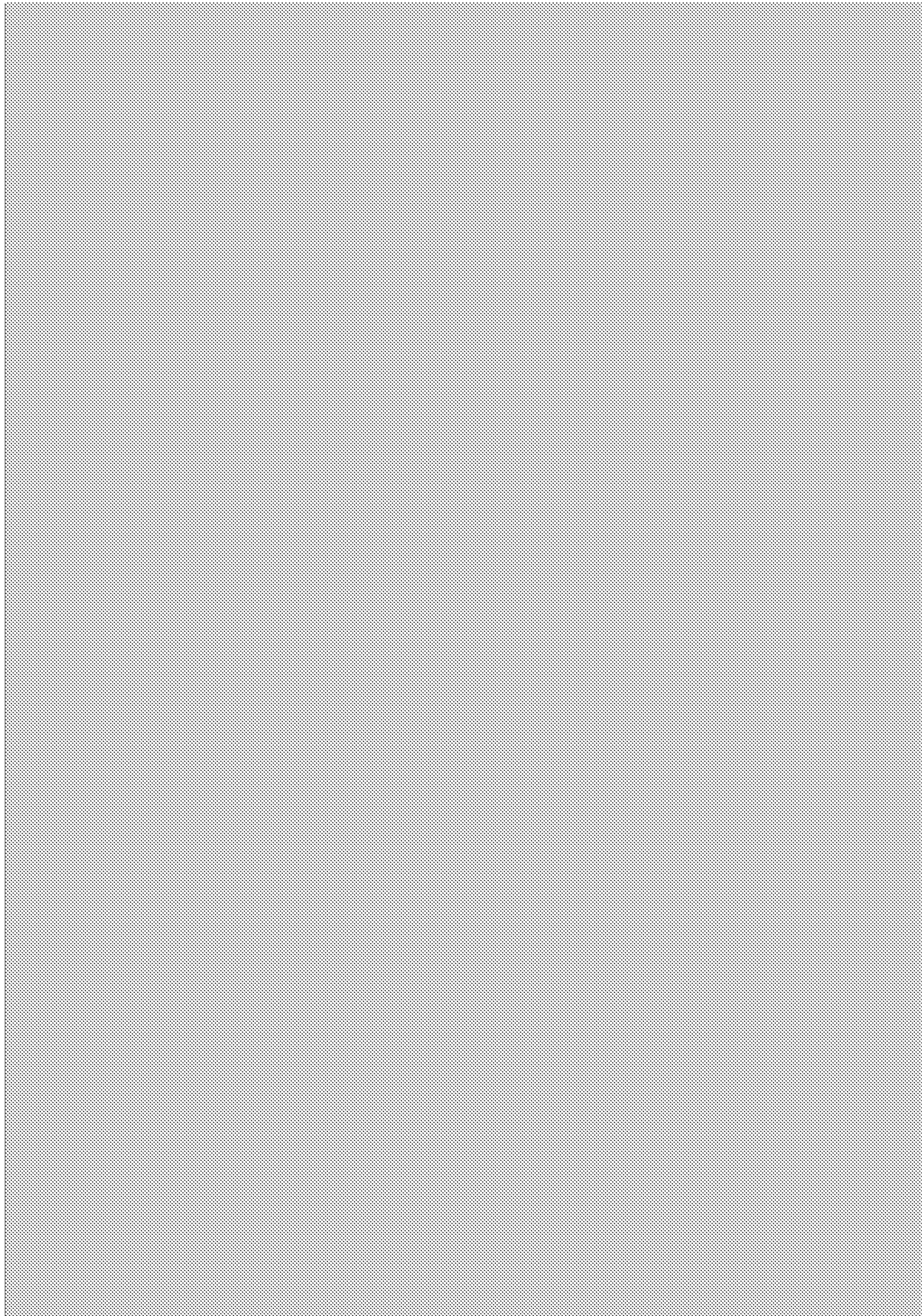
67182-022 PRV		United States	Provisional Filing	National	61/074137	19/06/2008	COMMUNICATION SYSTEM WITH VOICEMAIL ACCESS
67182-006	06/10/2004	United States	Regular	National	11/245488	06/10/2005	SPATIAL CALENDAR
		United States	Provisional Filing		61/221,034	27/06/2009	VEHICLE INTERNET RADIO INTERFACE

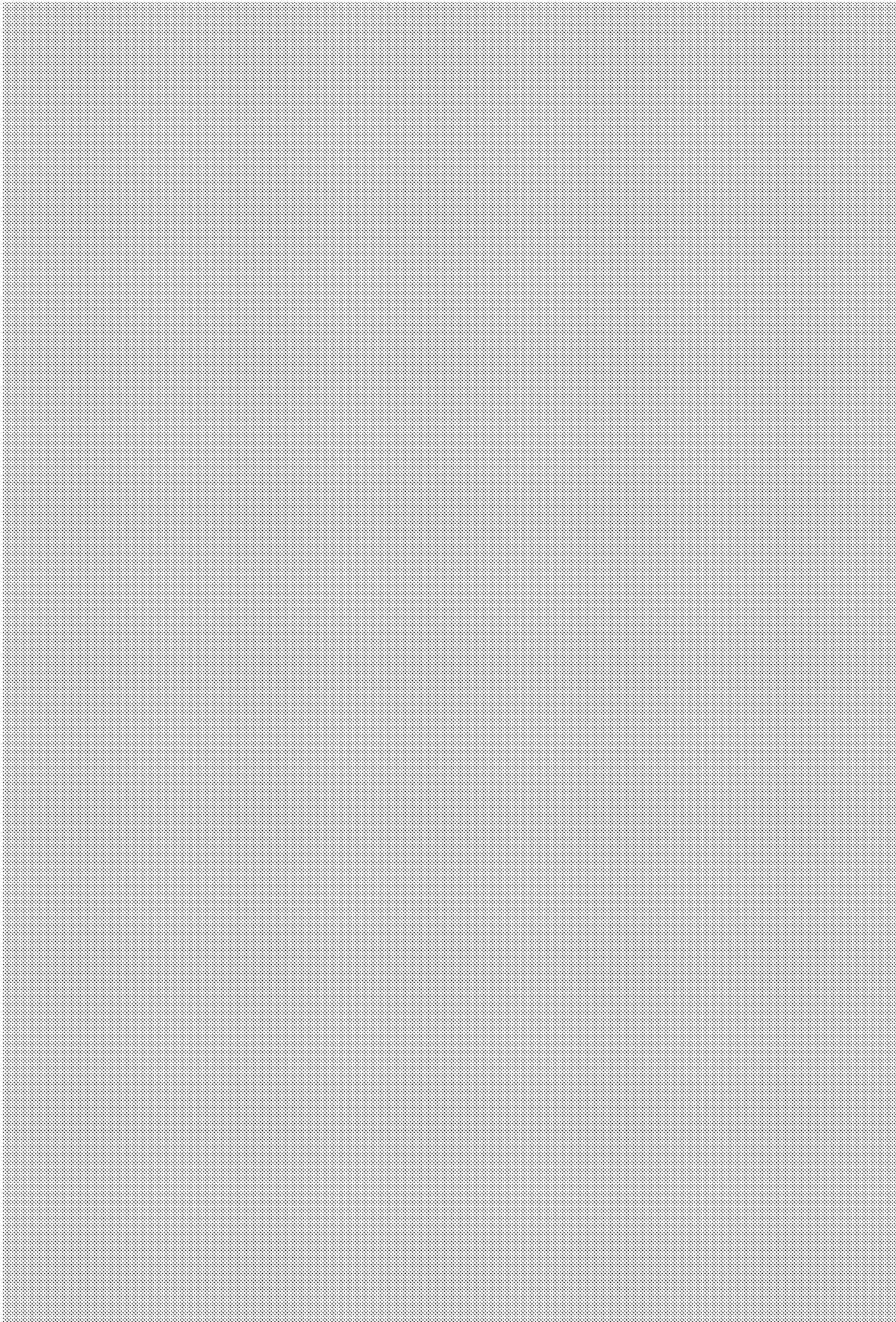


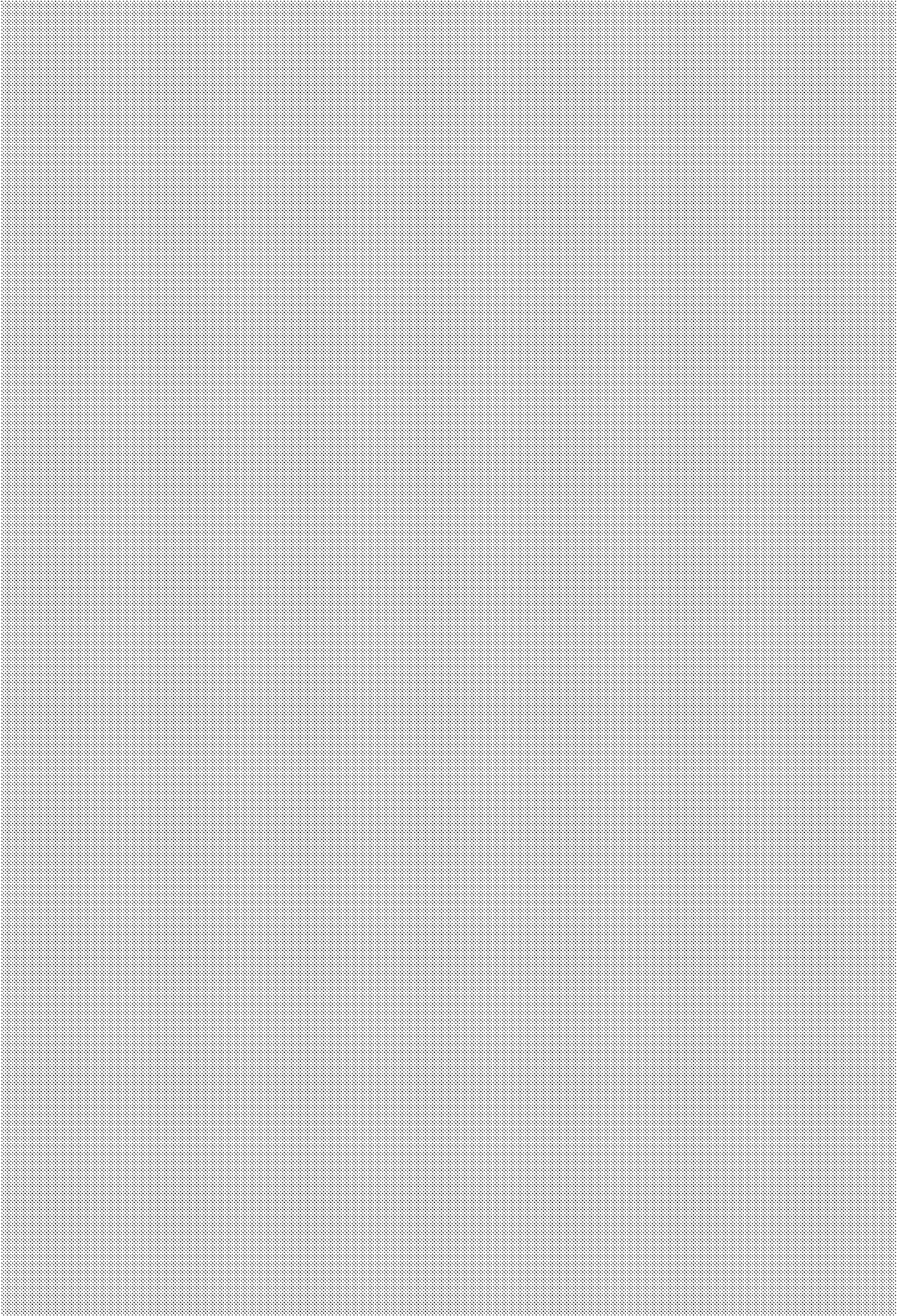




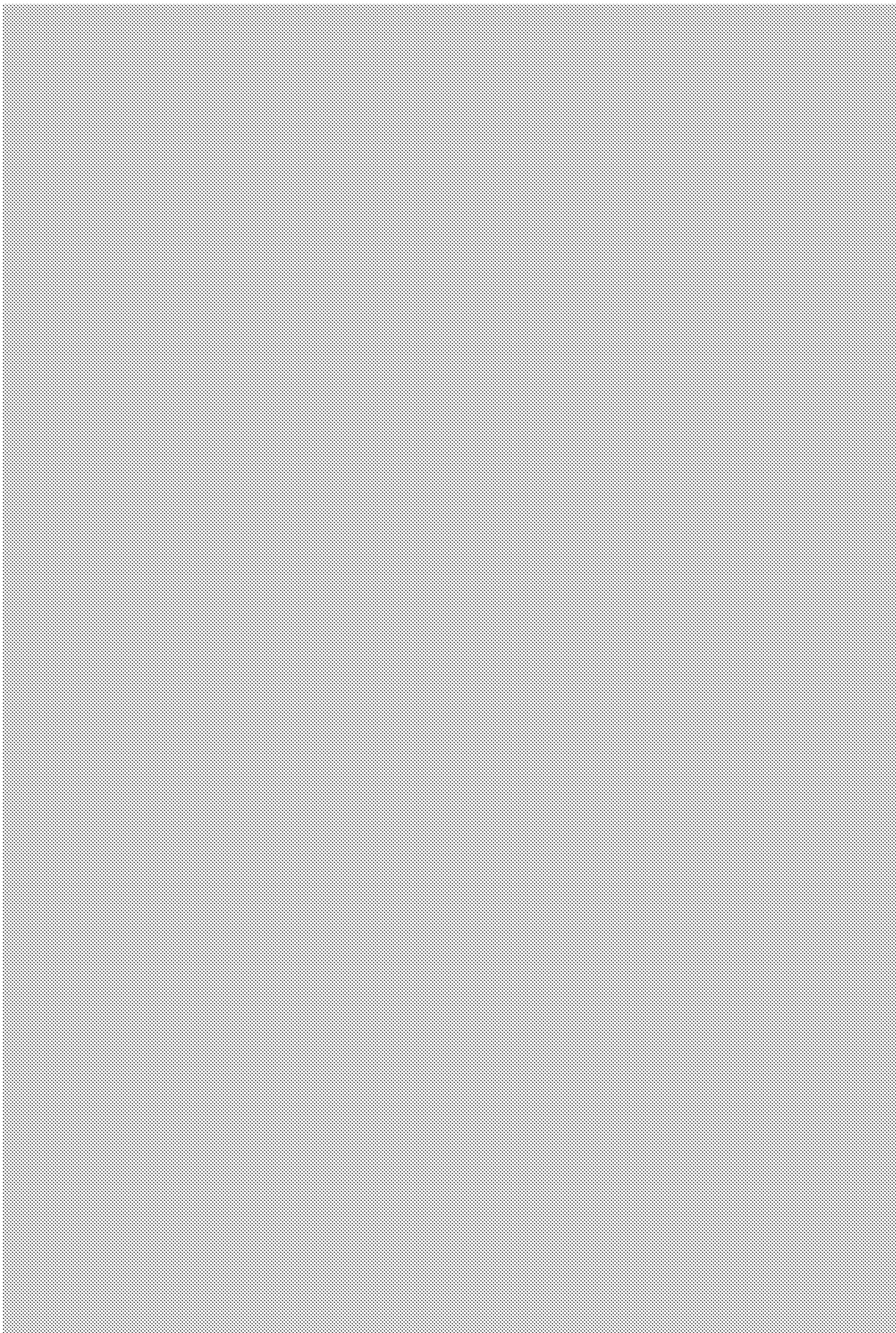


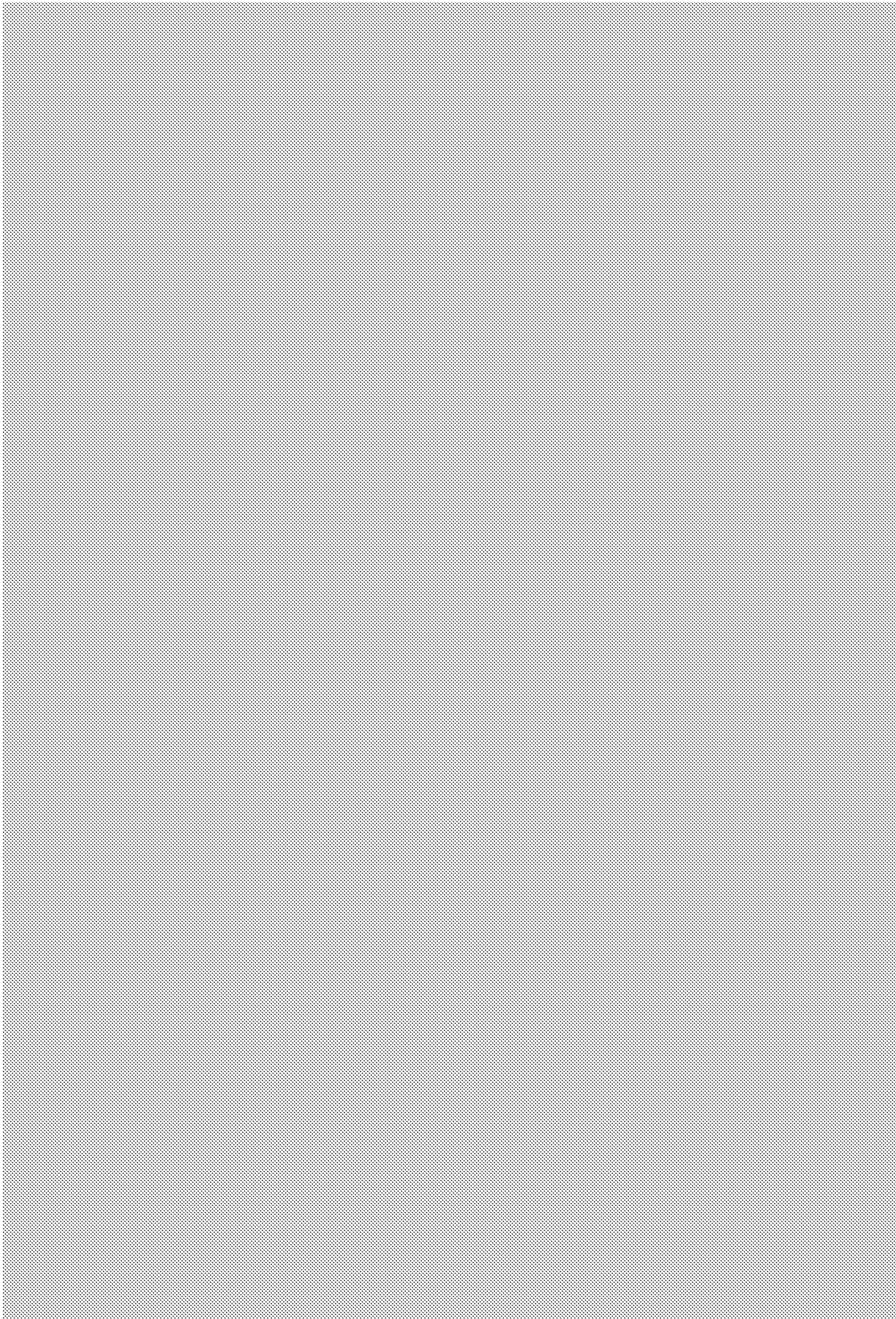


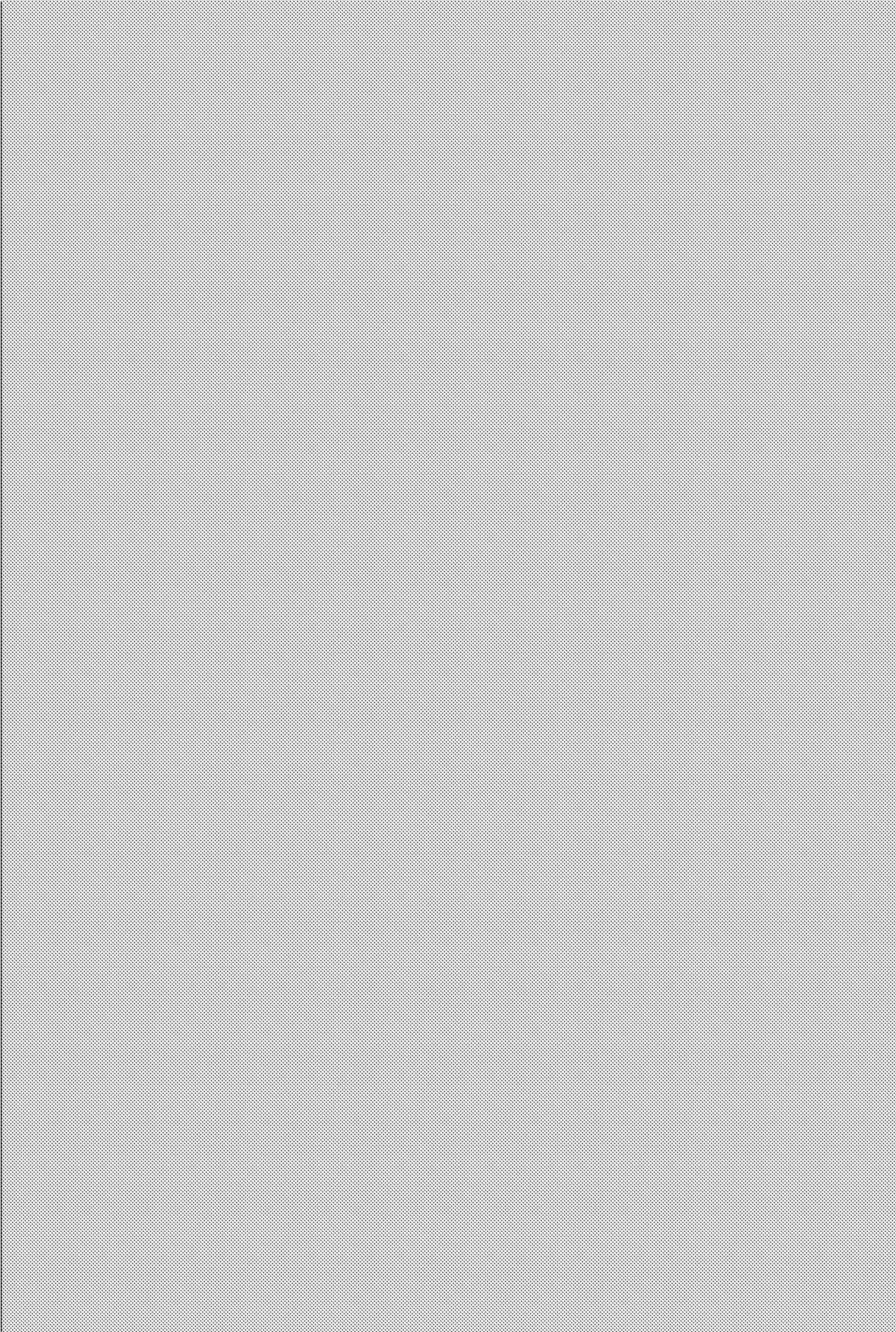


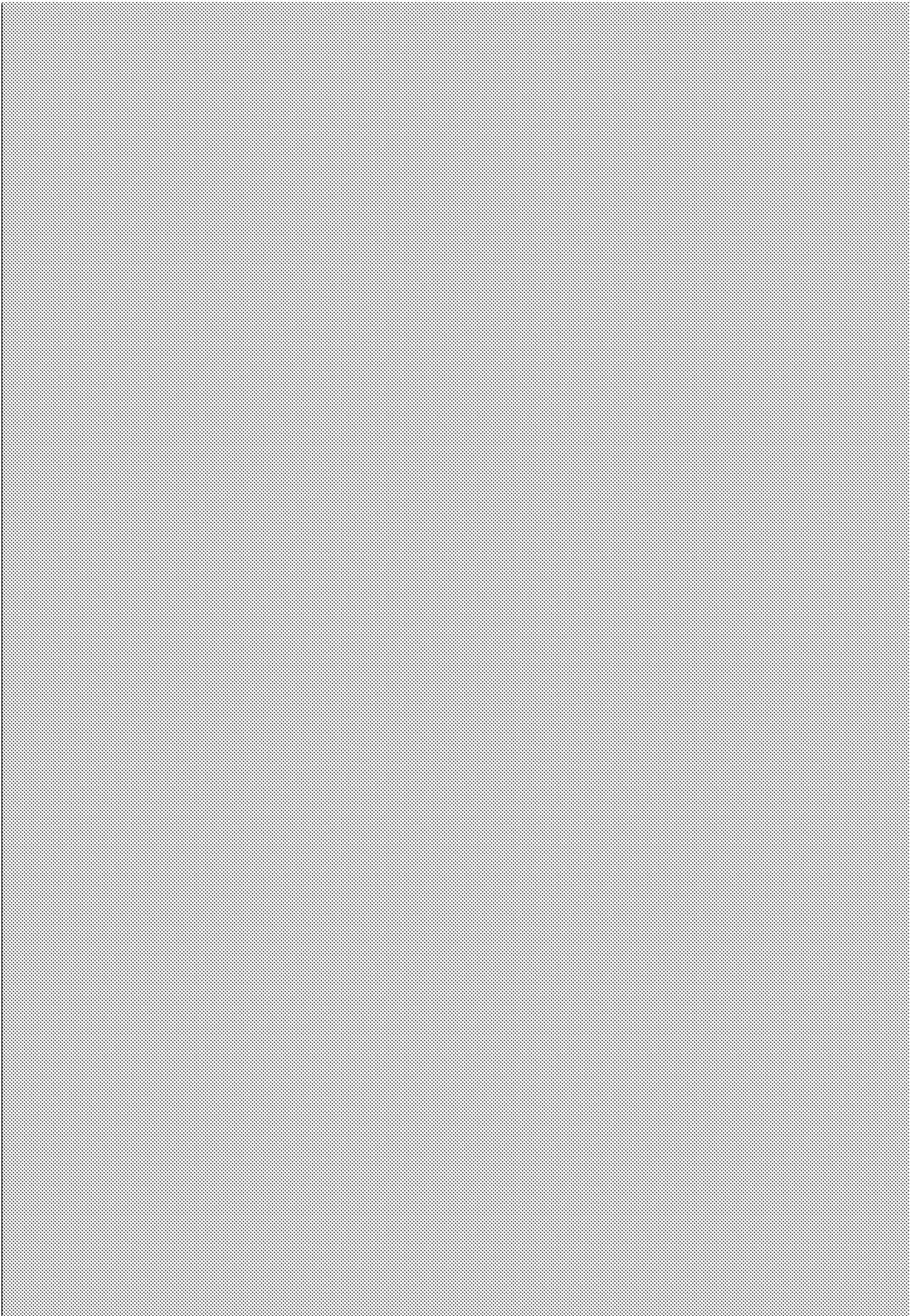


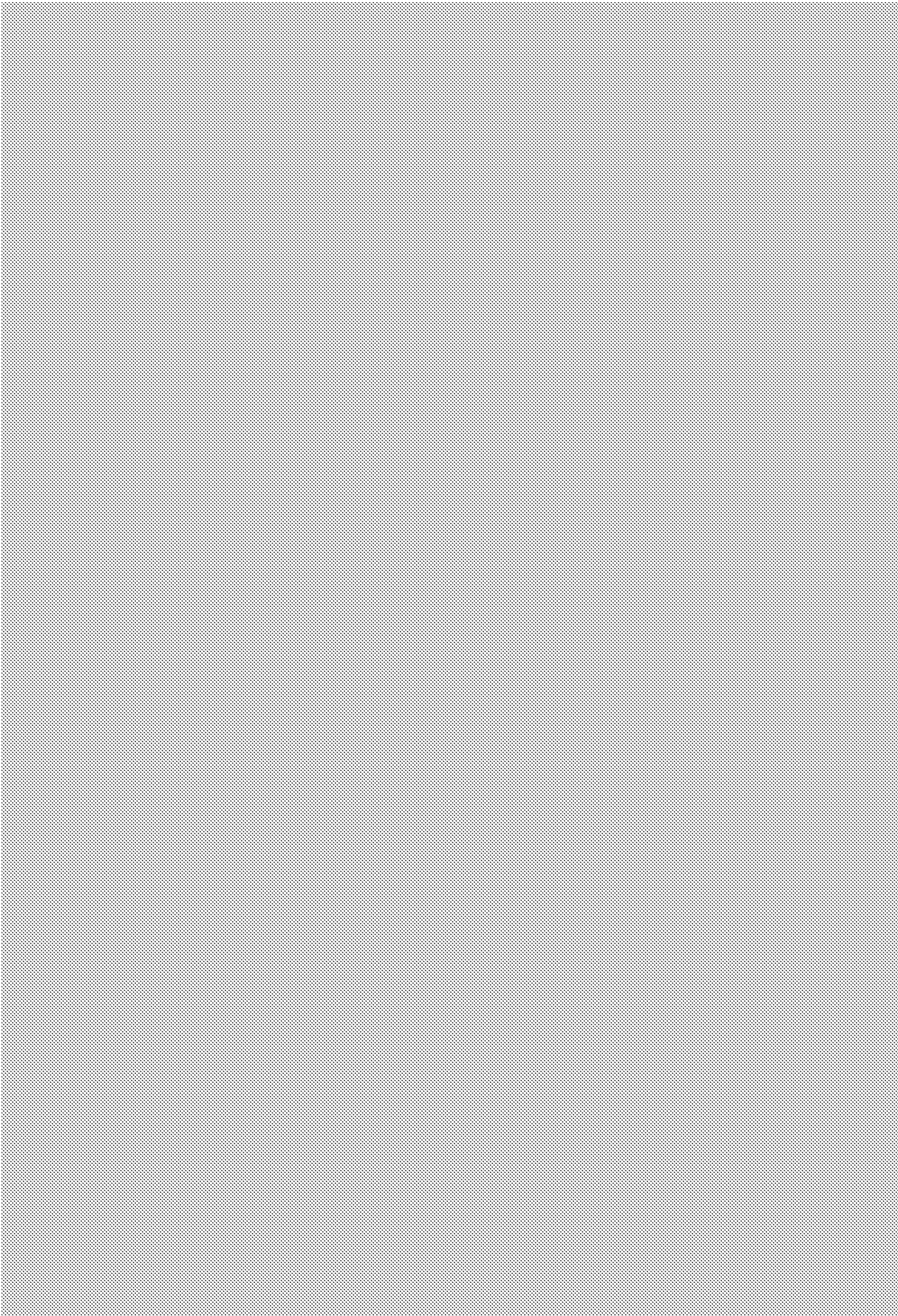


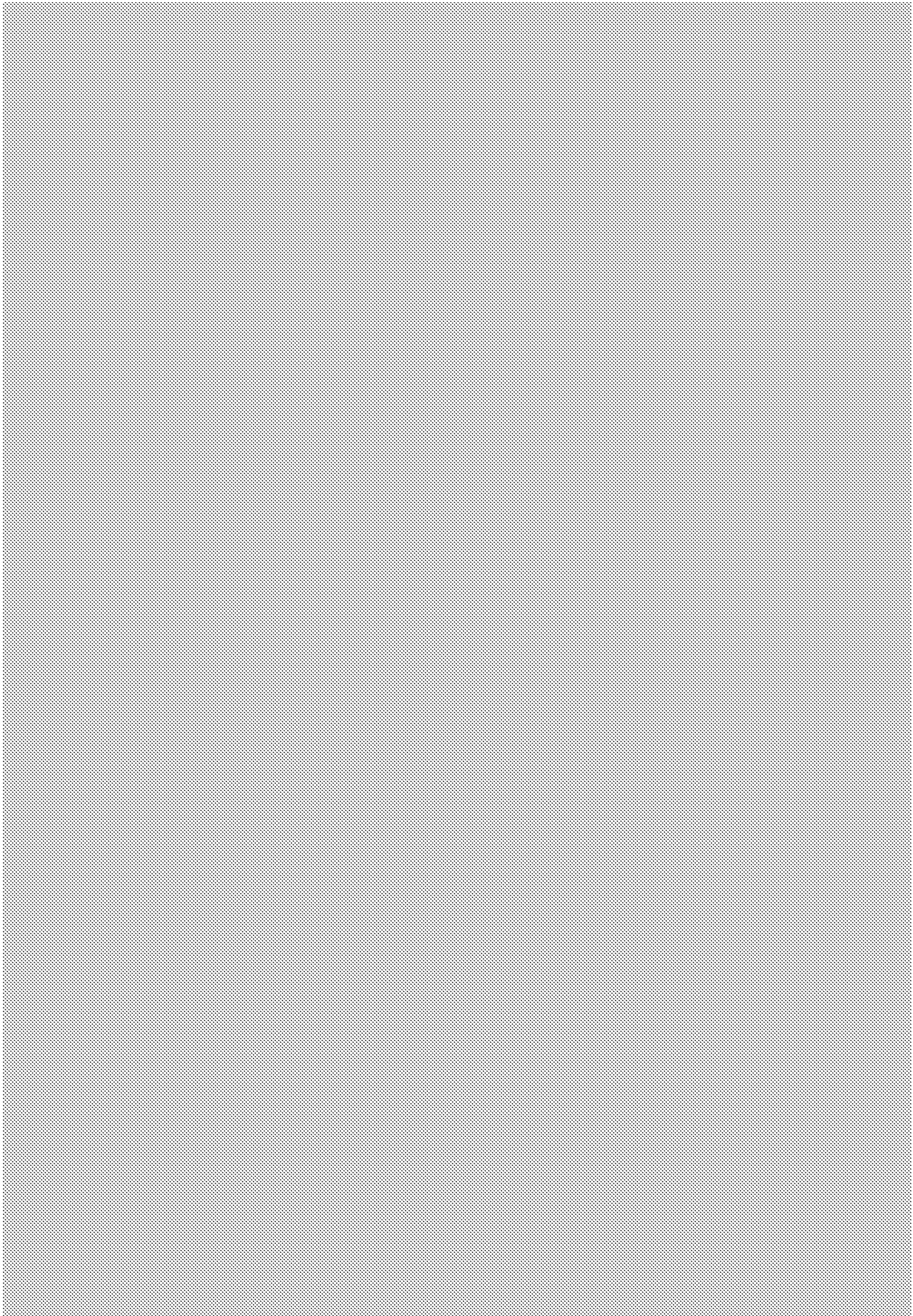




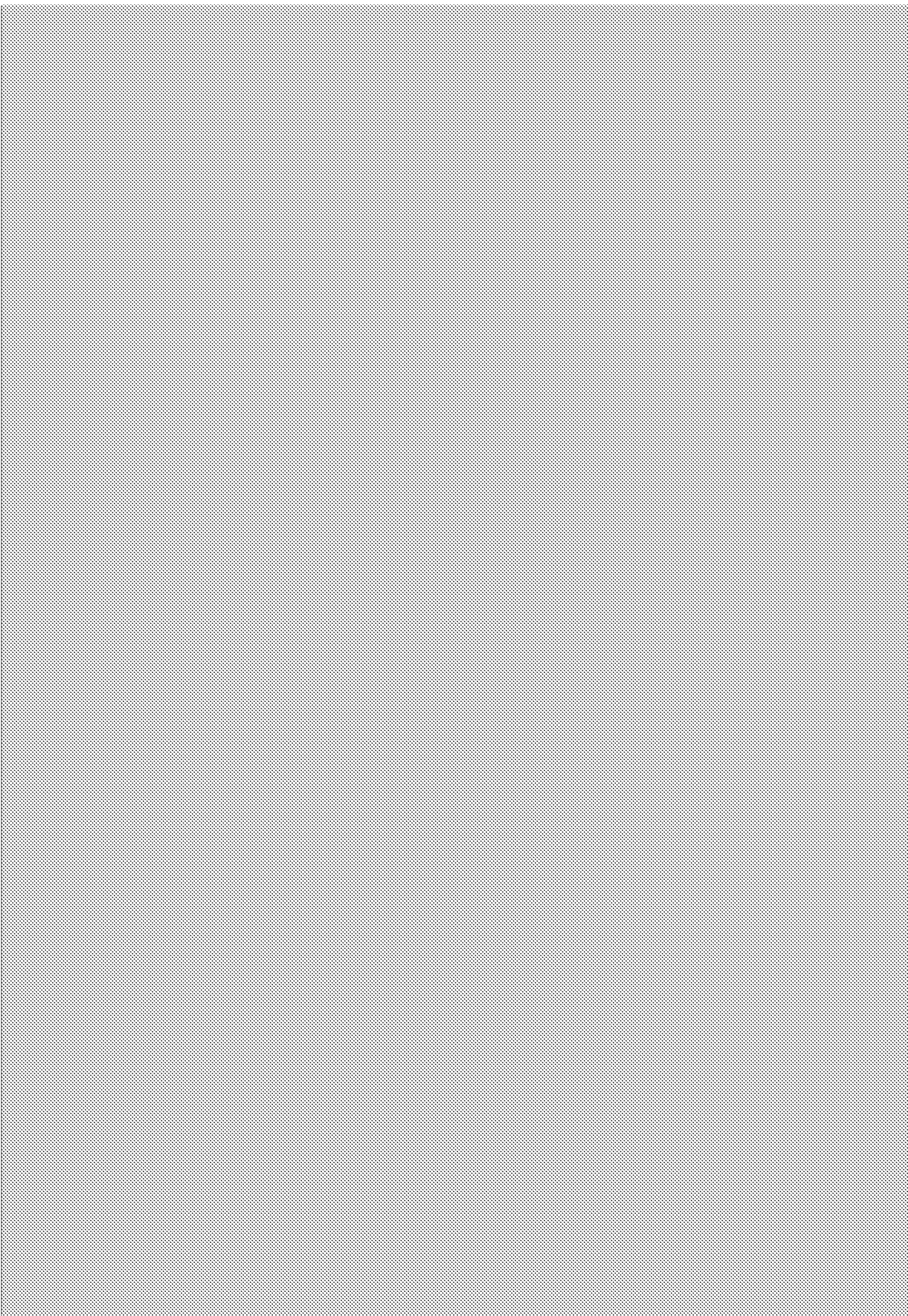


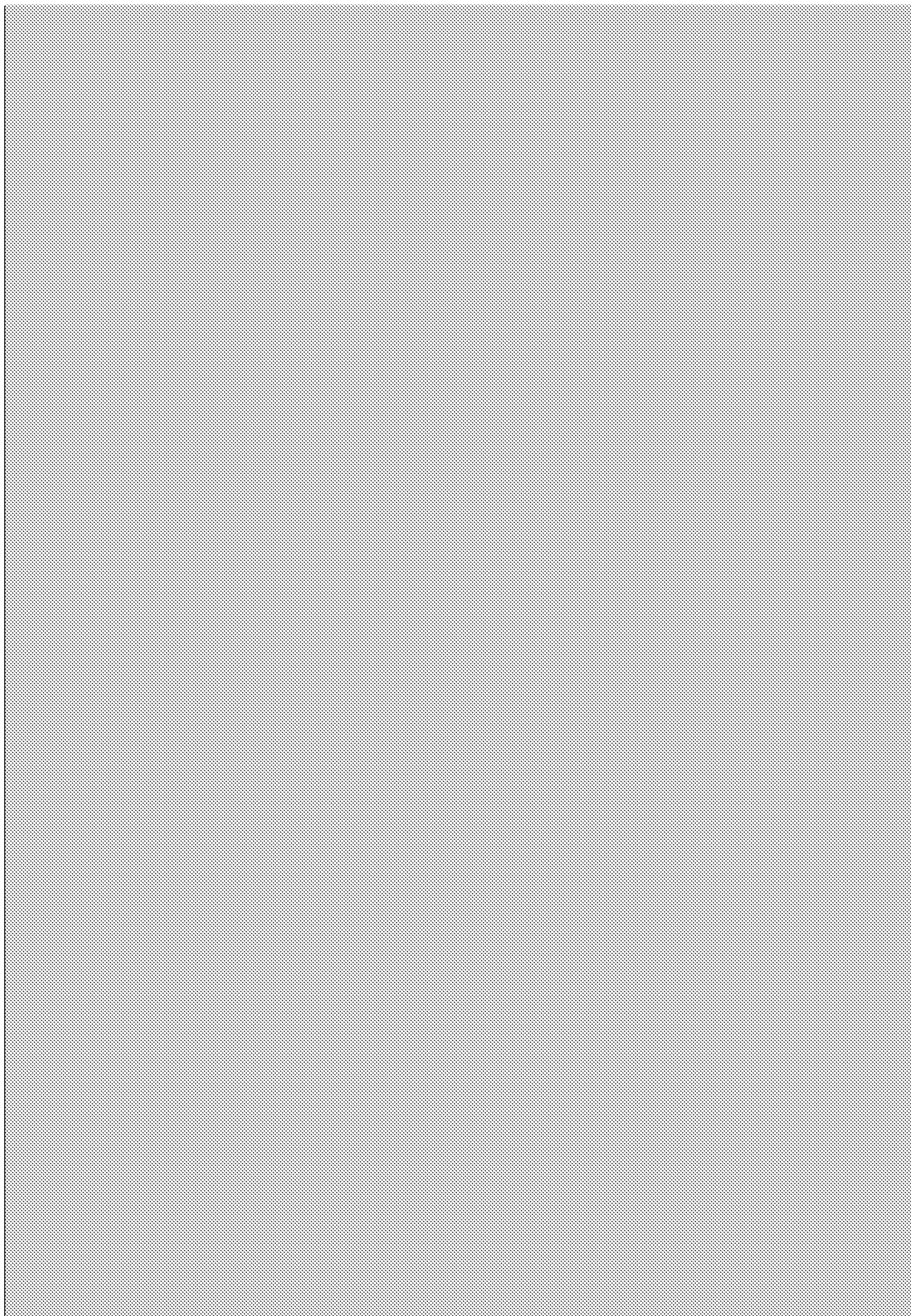


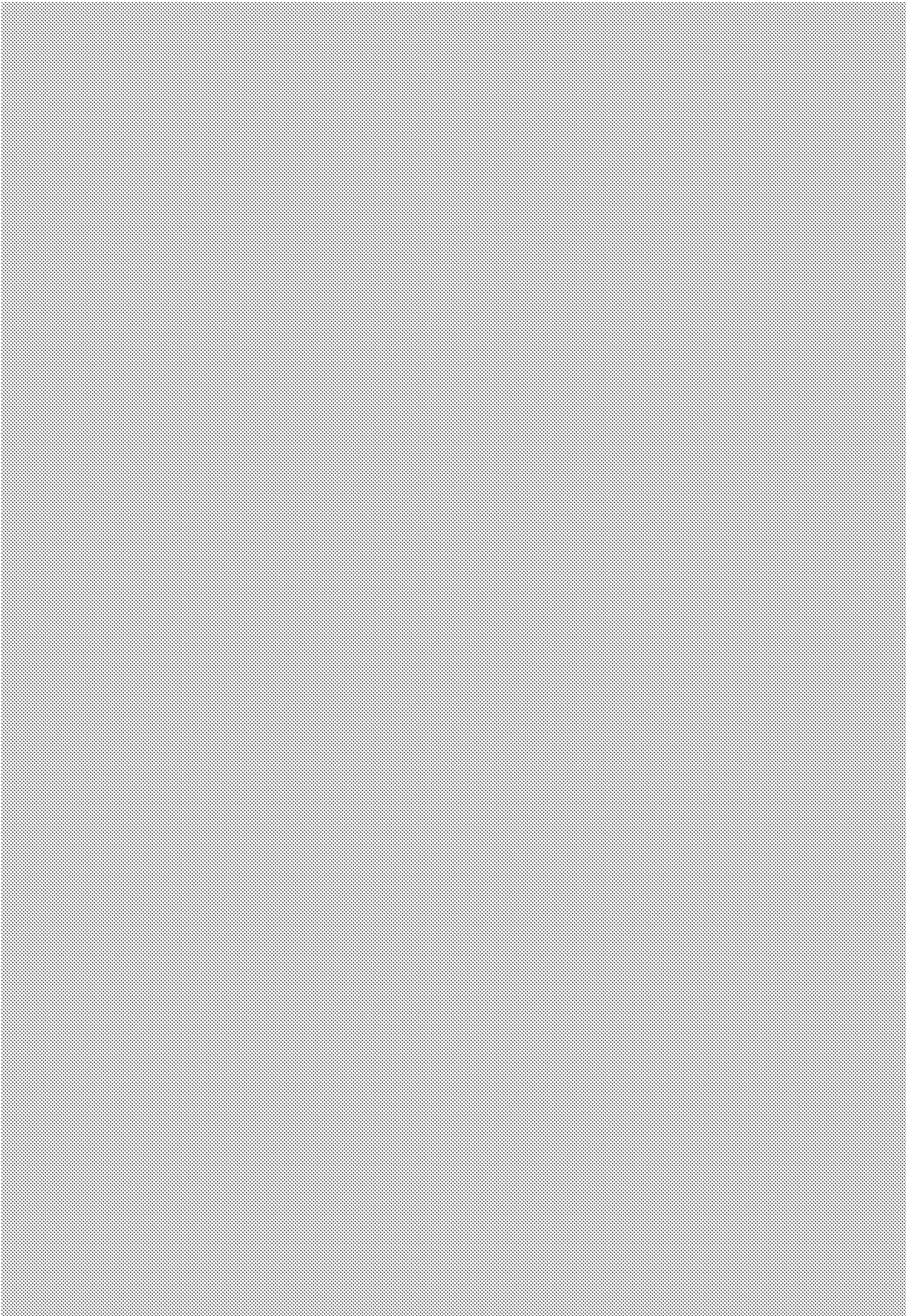


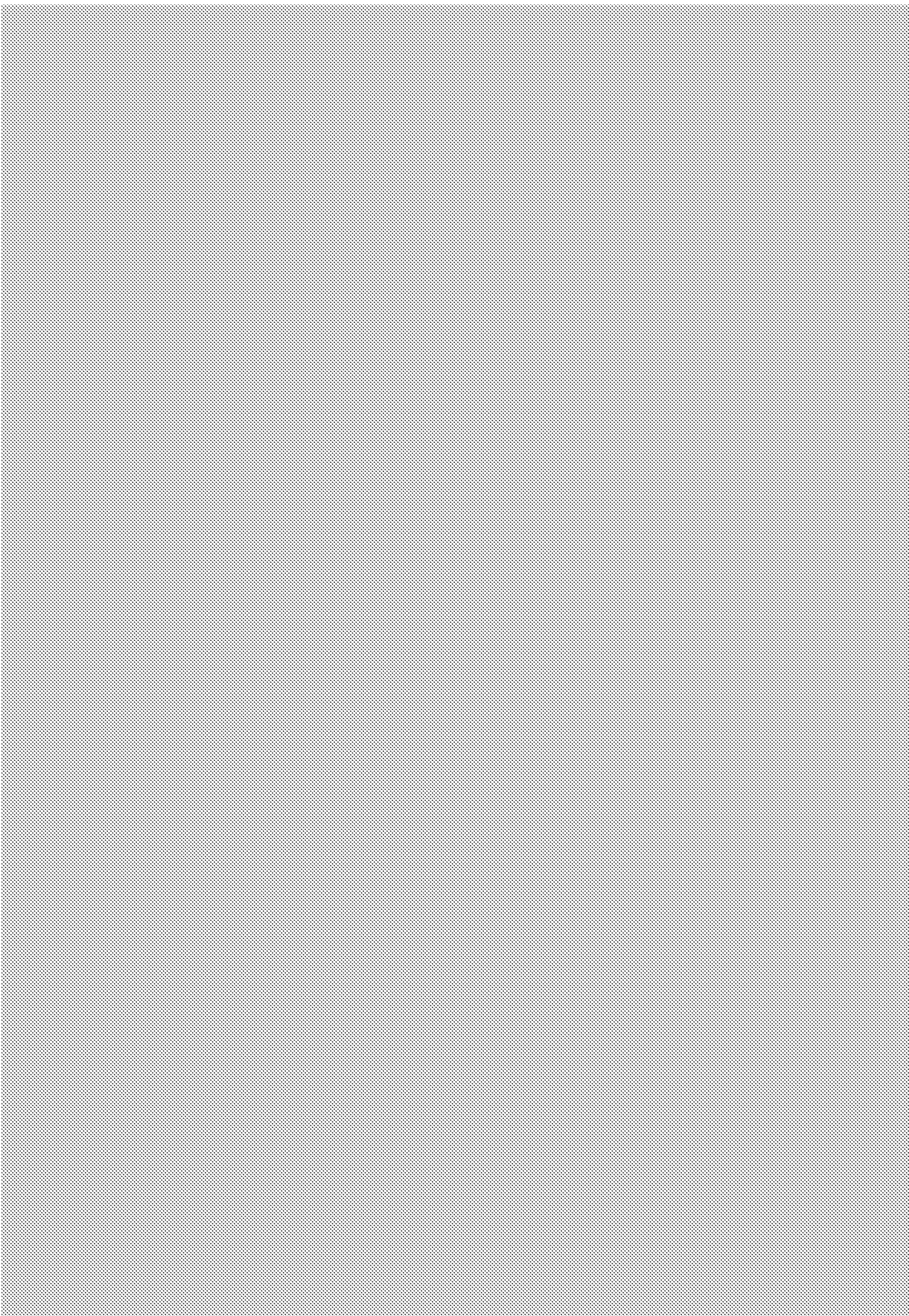


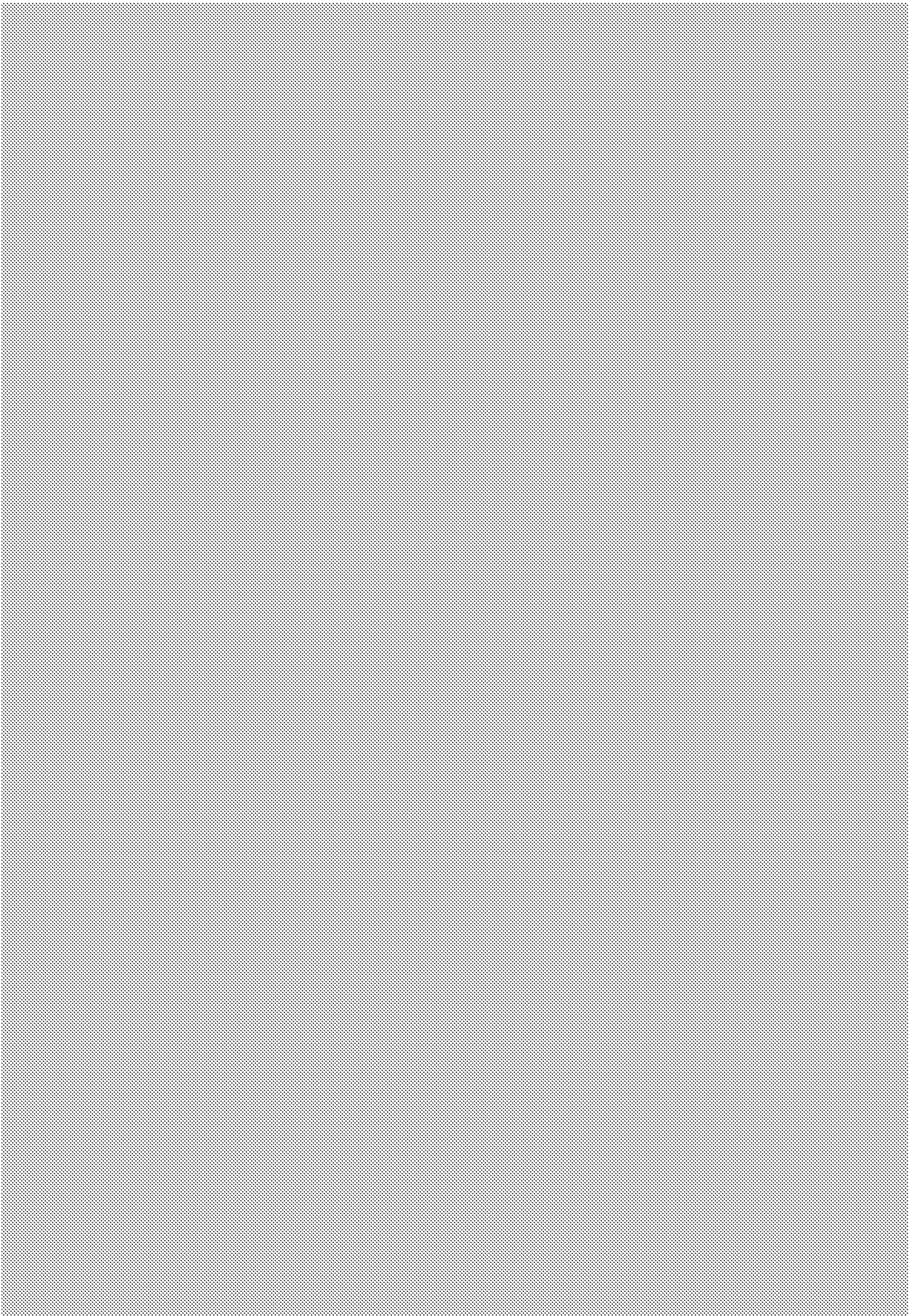


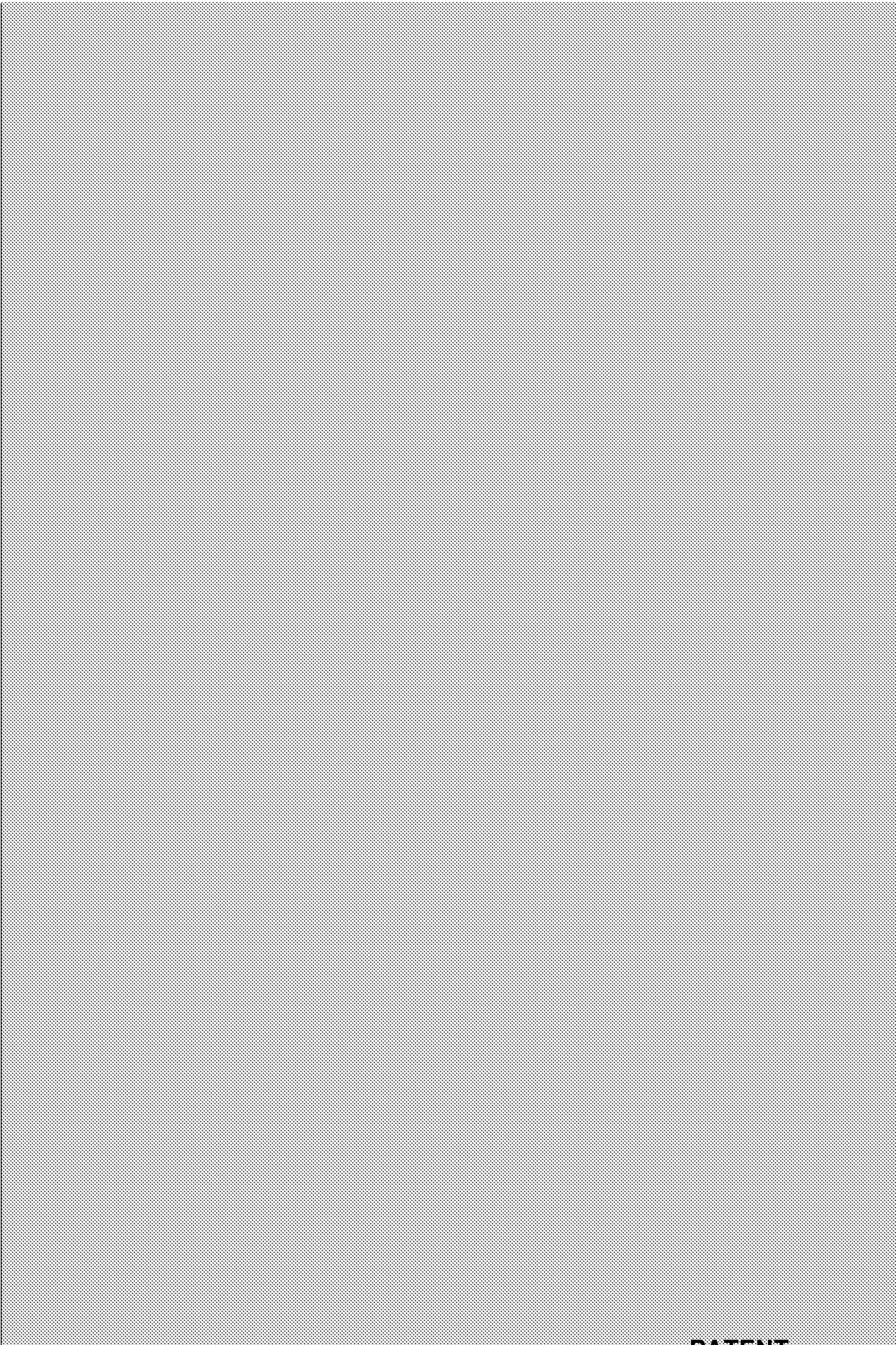












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