

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Technology Purchase and Sale Agreement

CONVEYING PARTY DATA

Name	Execution Date
Otman Basir	08/24/2009
E-Lane Systems Inc.	08/24/2009

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 10

Property Type	Number
Application Number:	11452117
Application Number:	12402874
Application Number:	12411265
Application Number:	12410864
Application Number:	12488013
Application Number:	12508789
Application Number:	61035758
Application Number:	61039242
Application Number:	61039248
Application Number:	61083291

CORRESPONDENCE DATA

Fax Number: (416)216-3930
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 416-216-1906

CH \$400.00 11452117

Email: chunter@ogilvyrenault.com
Correspondent Name: Christopher N Hunter, Ogilvy Renault LLP
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: 87

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TECHNOLOGY PURCHASE AND SALE AGREEMENT

THIS TECHNOLOGY PURCHASE AND SALE AGREEMENT ("Agreement")
made this 24th day of August, 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 (the "**Vendor**")

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 -

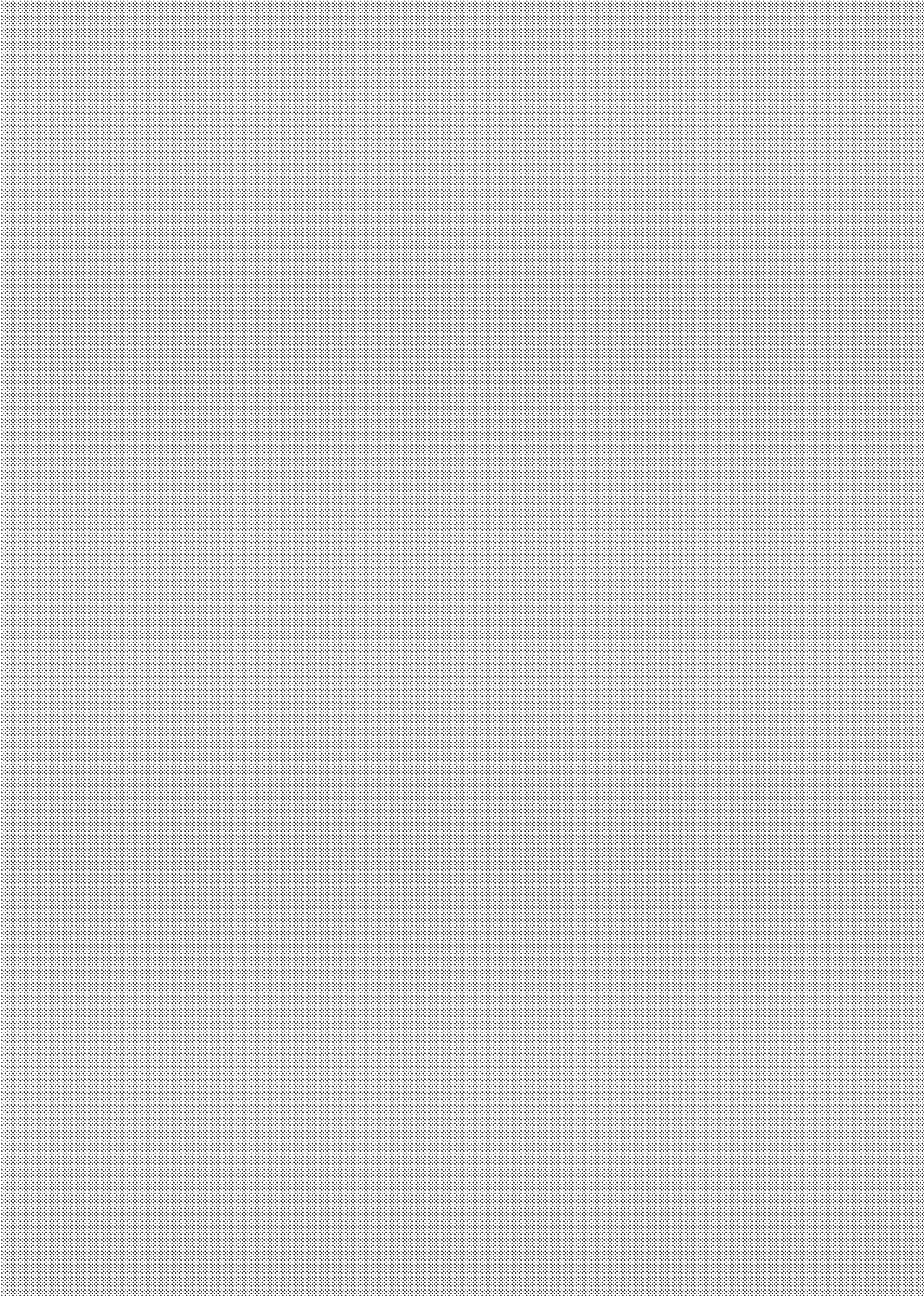
INTELLIGENT MECHATRONIC SYSTEMS INC., a corporation incorporated under the laws of the Province of Ontario and having its head office at 435 King Street North, Waterloo, Ontario N2J 2Z5 (the "**Purchaser**")

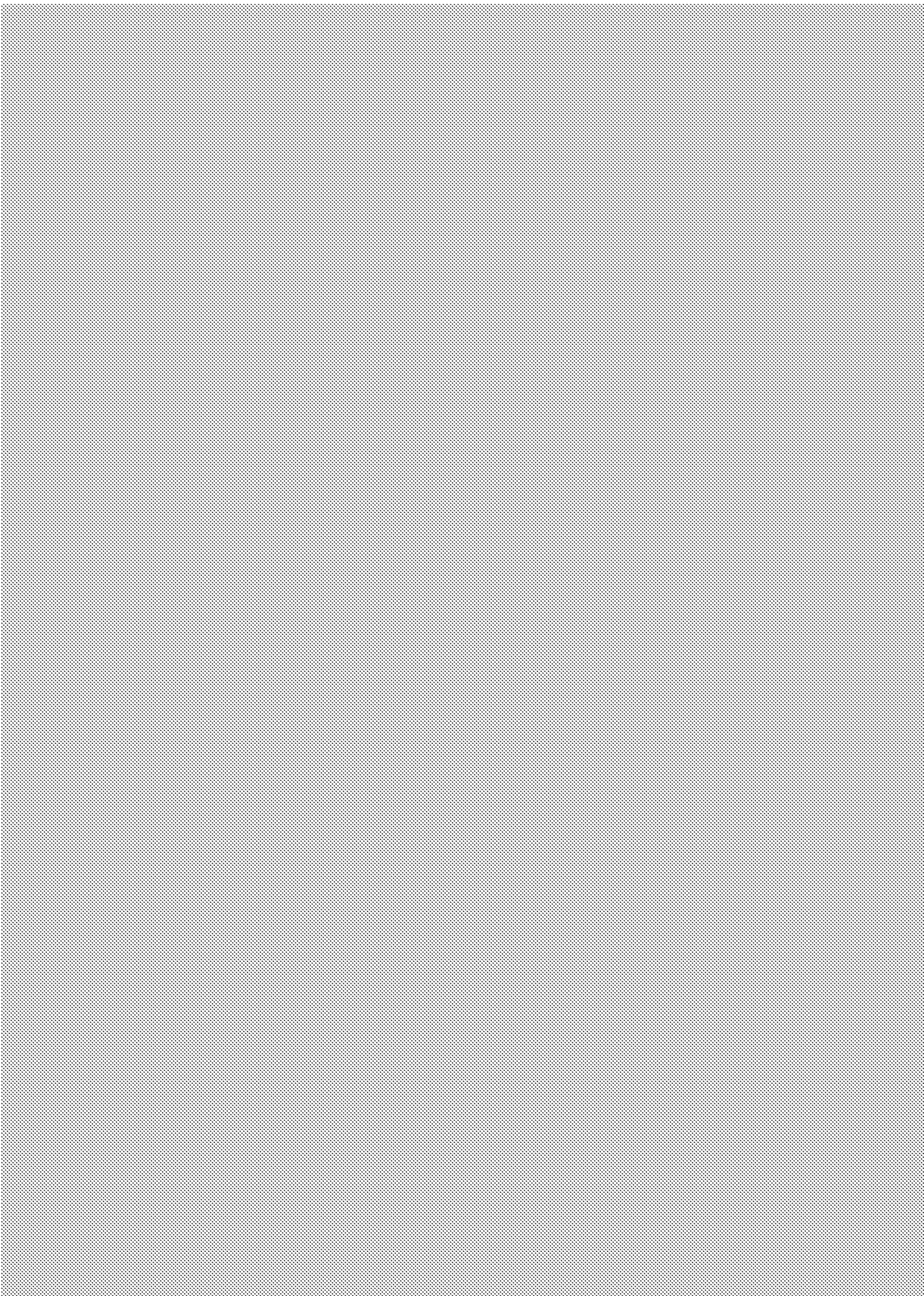
OF THE THIRD PART

AND WHEREAS this Agreement sets forth the terms and conditions on which Purchaser has agreed to purchase and Vendor and the Inventor have agreed to sell the Purchased Technology.

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:

"iLane Technology" means the iLane Product inclusive of all related Intellectual Property, including the Intellectual Property and materials described in Schedule "A".





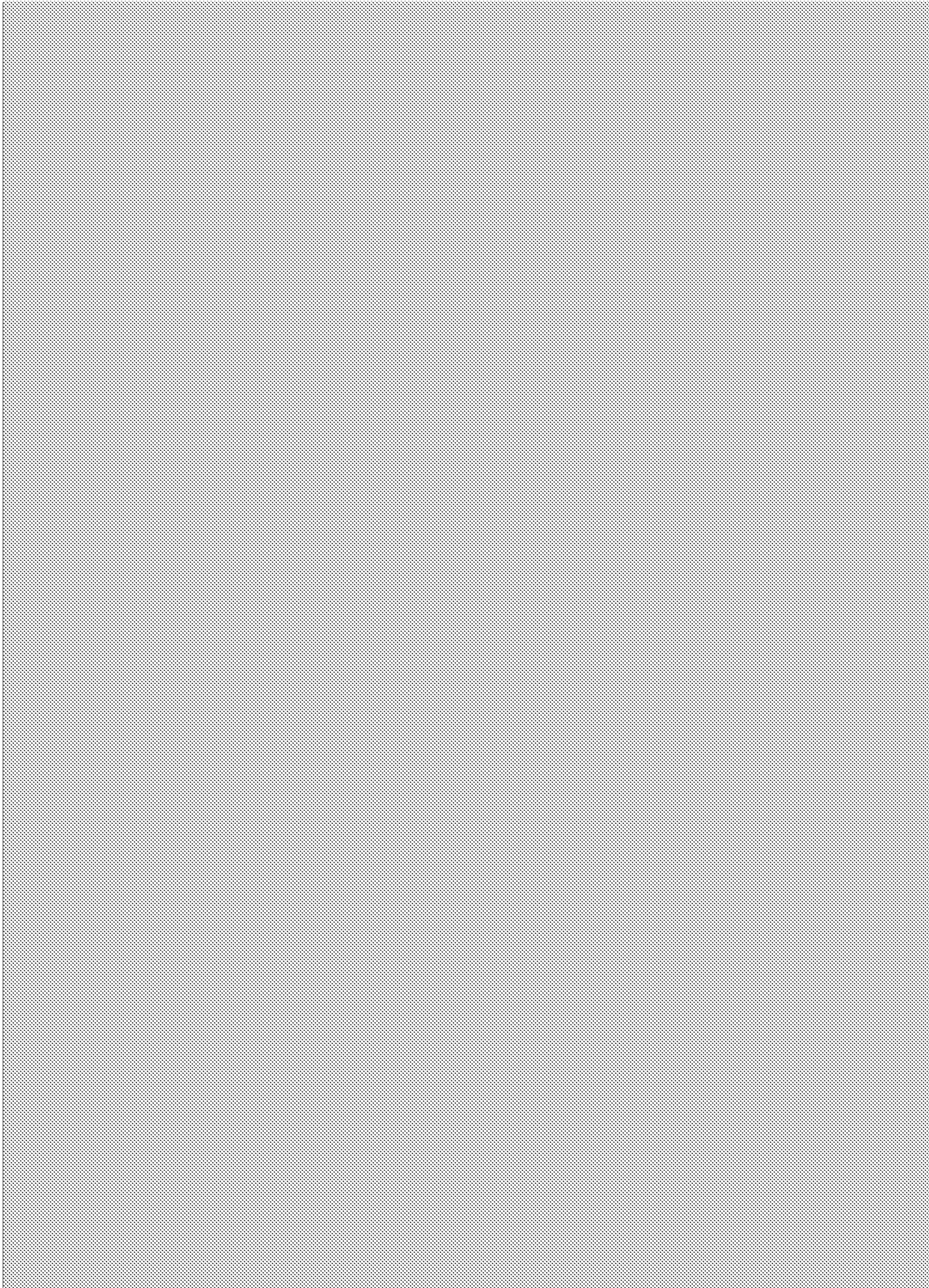
1.7 **Schedules**. The following schedules are attached to this Agreement and they are incorporated into this Agreement by reference and are deemed to be part hereof:

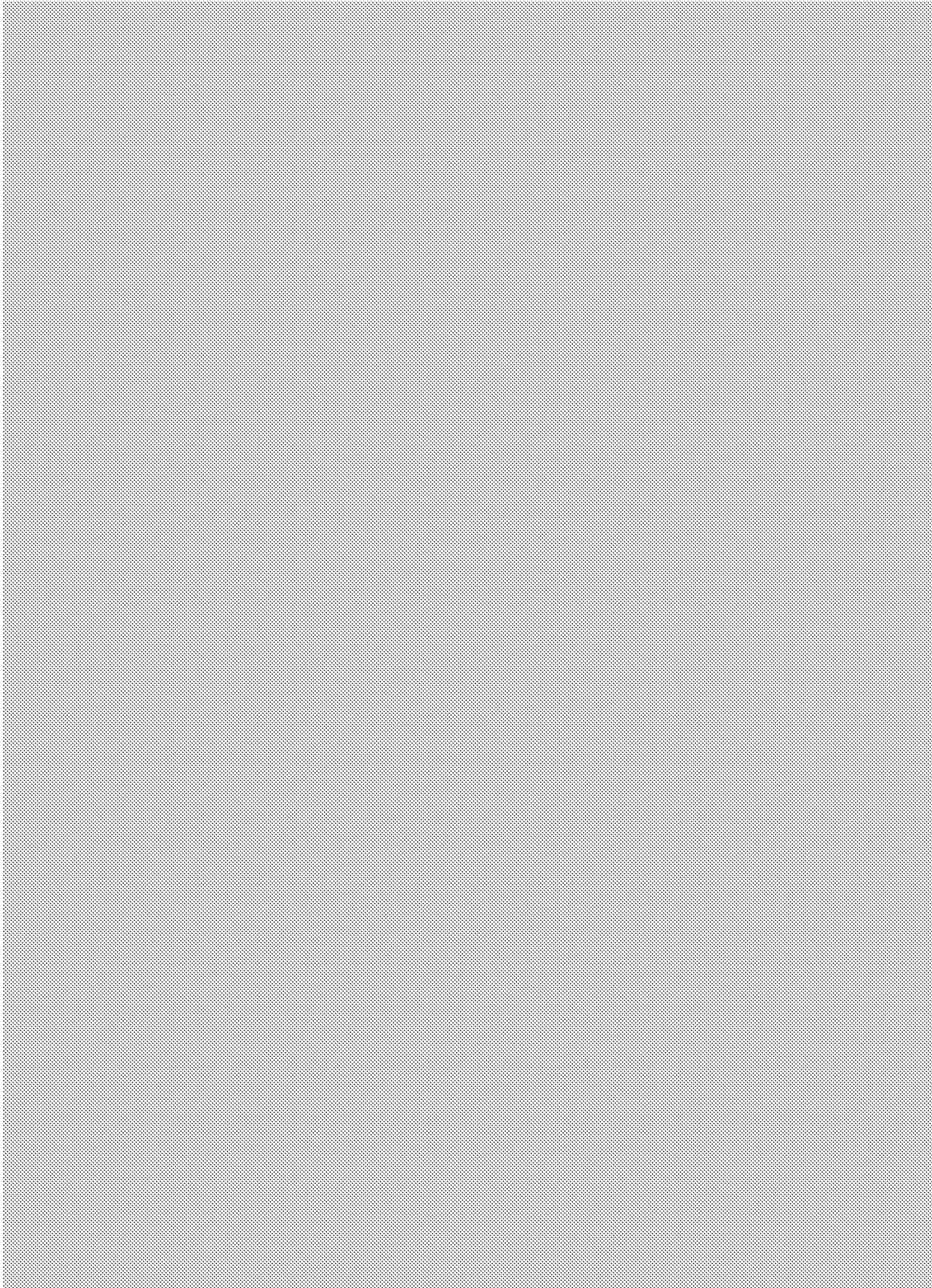
Schedule "A" - iLane Technology Description

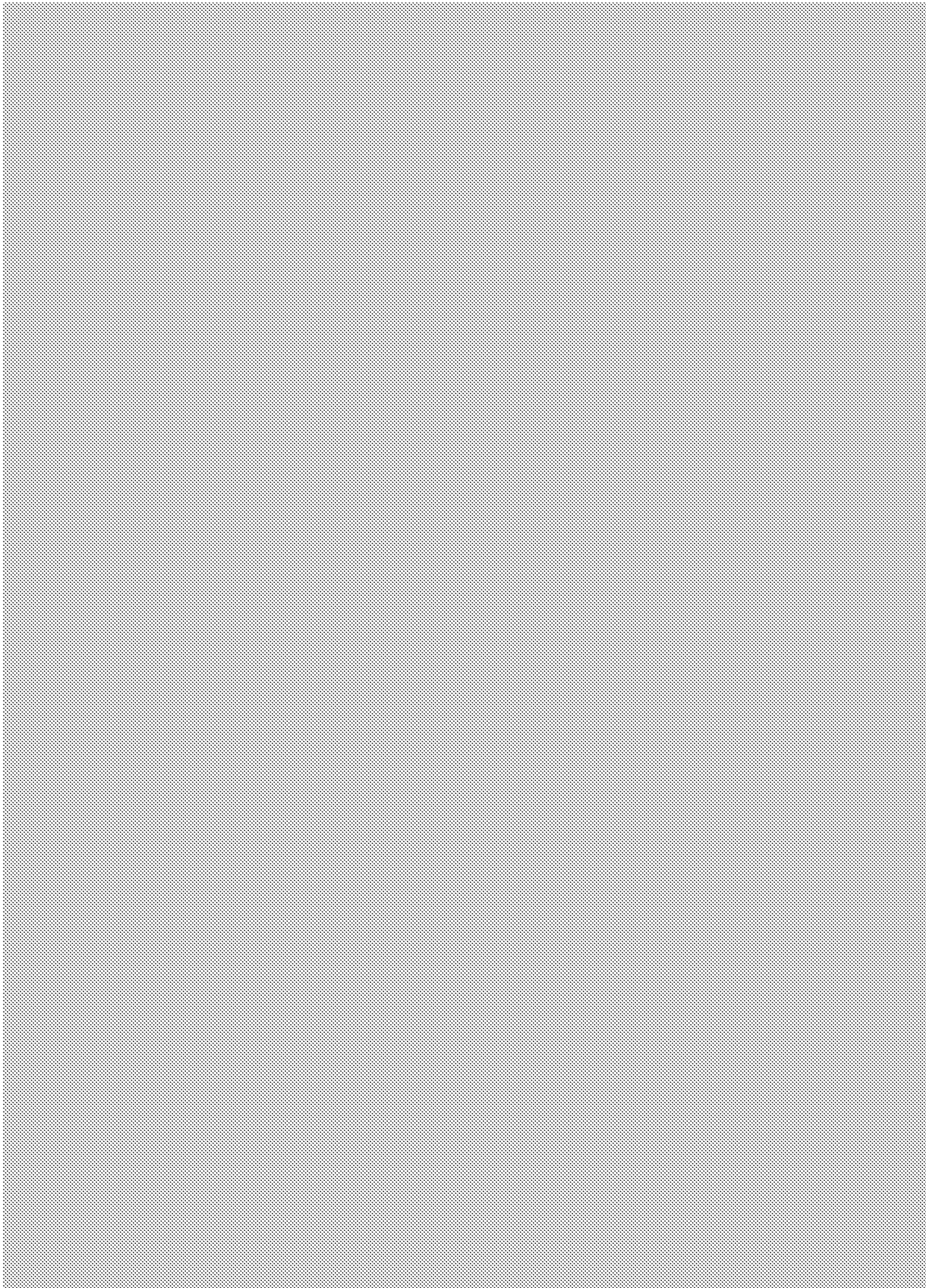
2. PURCHASE AND SALE

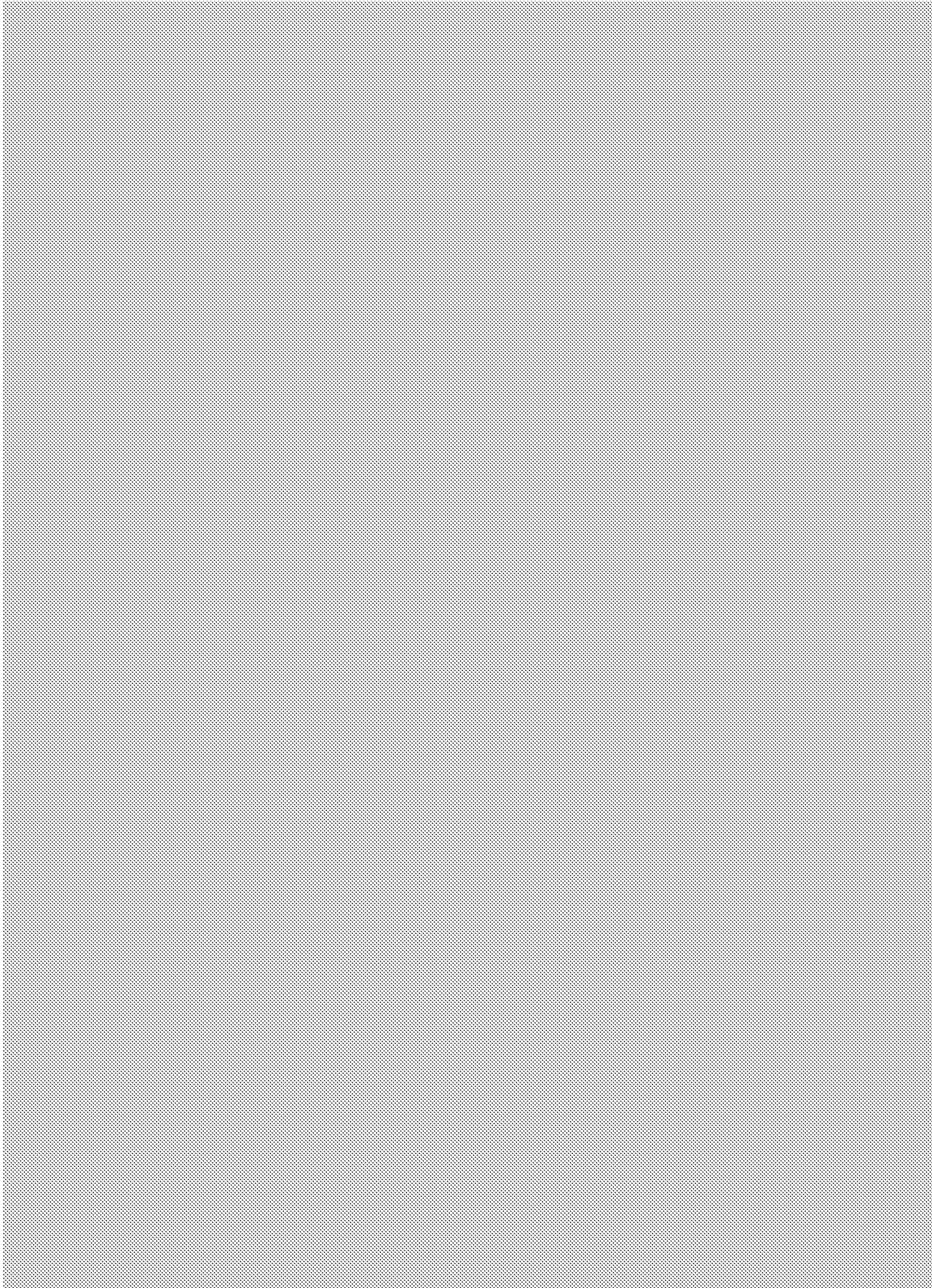
2.1 Agreement to Purchase and Sell. Subject to the terms and conditions of this Agreement, each of Vendor and the Inventor hereby agrees to sell, assign and transfer to Purchaser and Purchaser hereby agrees to purchase from each of Vendor and the Inventor, as applicable, all of Vendor's and all of the Inventor's right, title and interest, without limitation or reservation, in and to (including all Intellectual Property rights) the Owned Intellectual Property, inclusive of the following assets and property of Vendor and the Inventor (collectively the "**Purchased Technology**"):

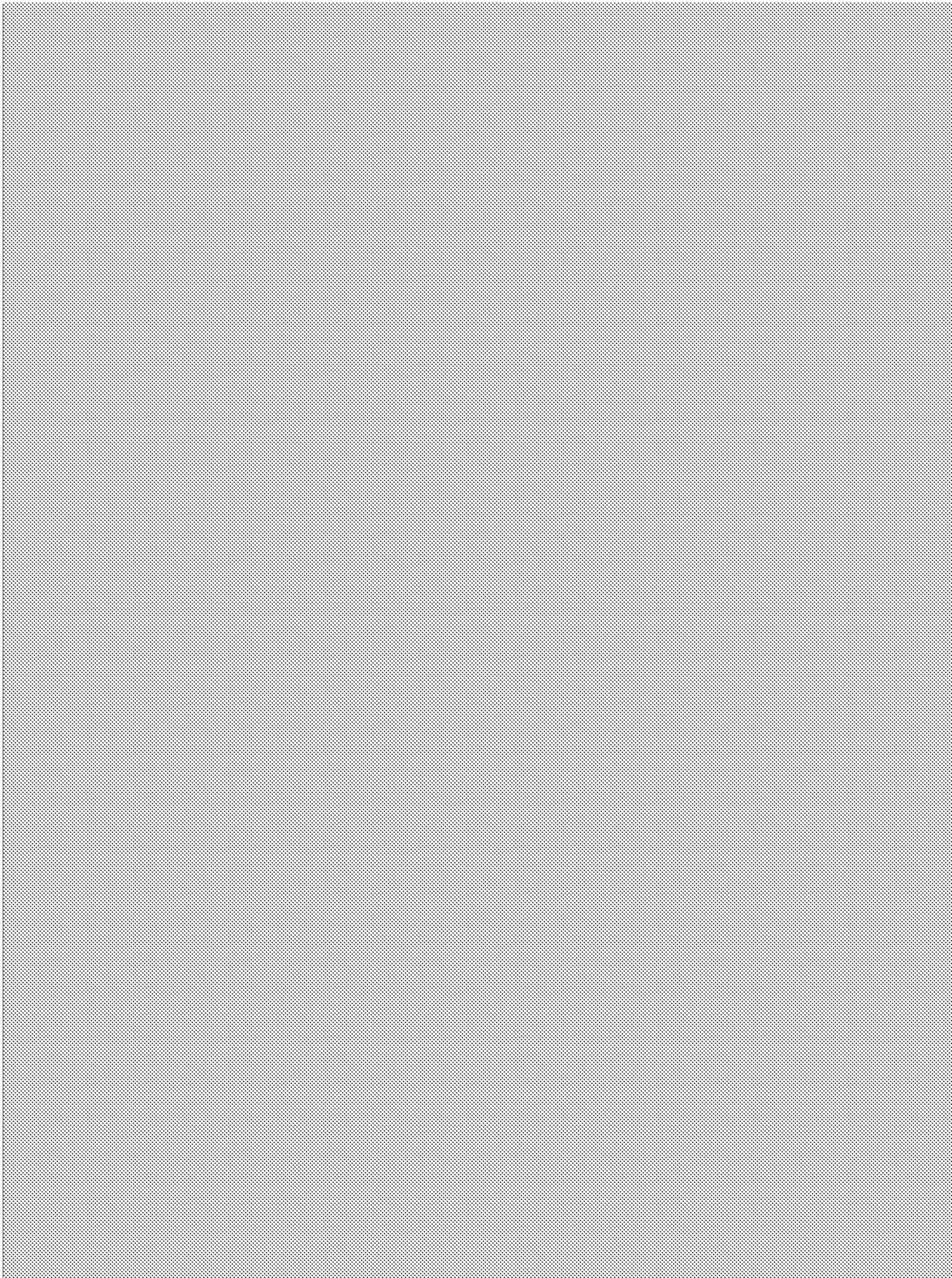
- (a) the iLane Technology;
- (b) the Documentation;
- (c) Vendor Trade-marks in Schedule "A"; and
- (d) the Domain Names in Schedule "A".

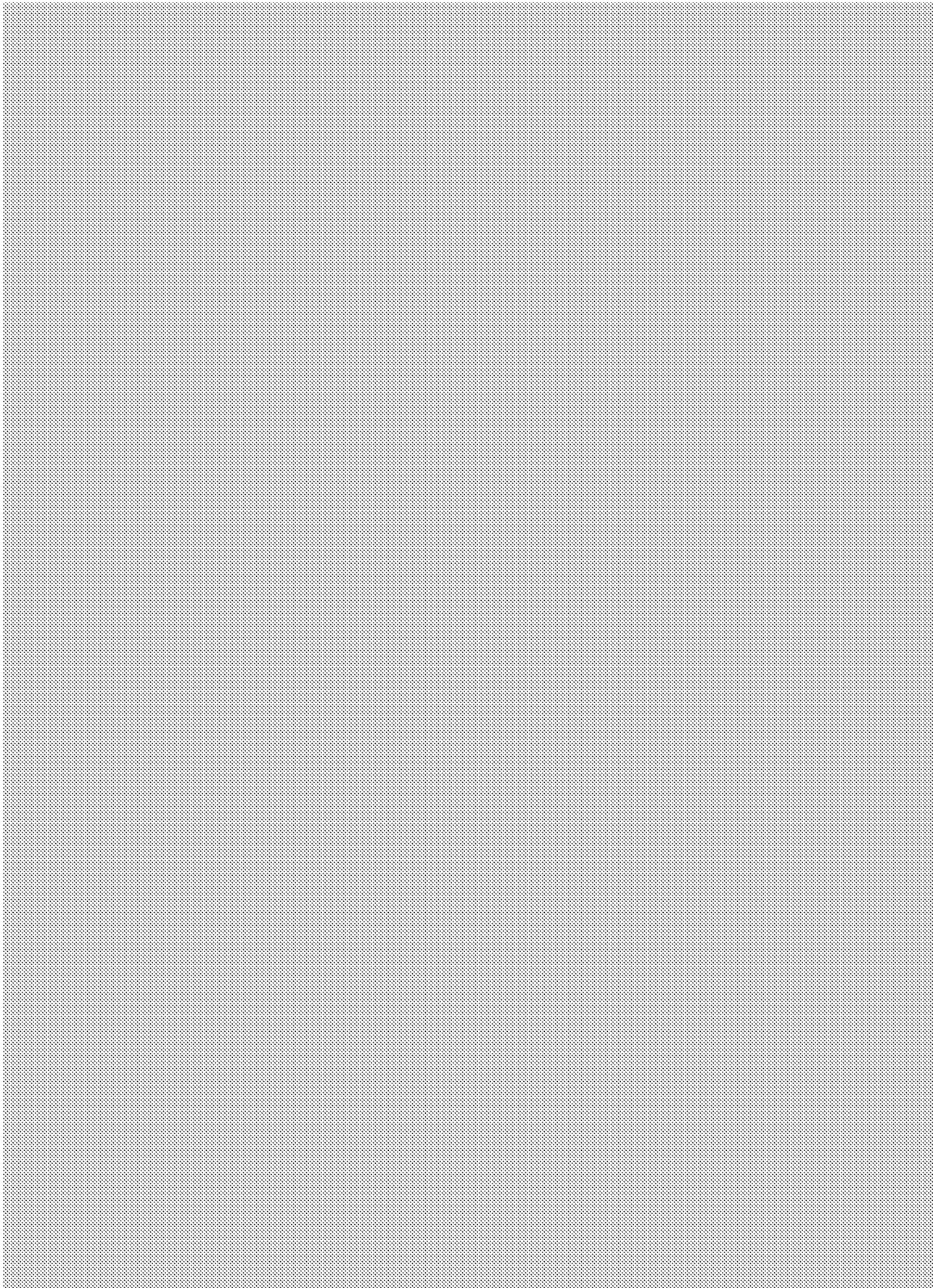


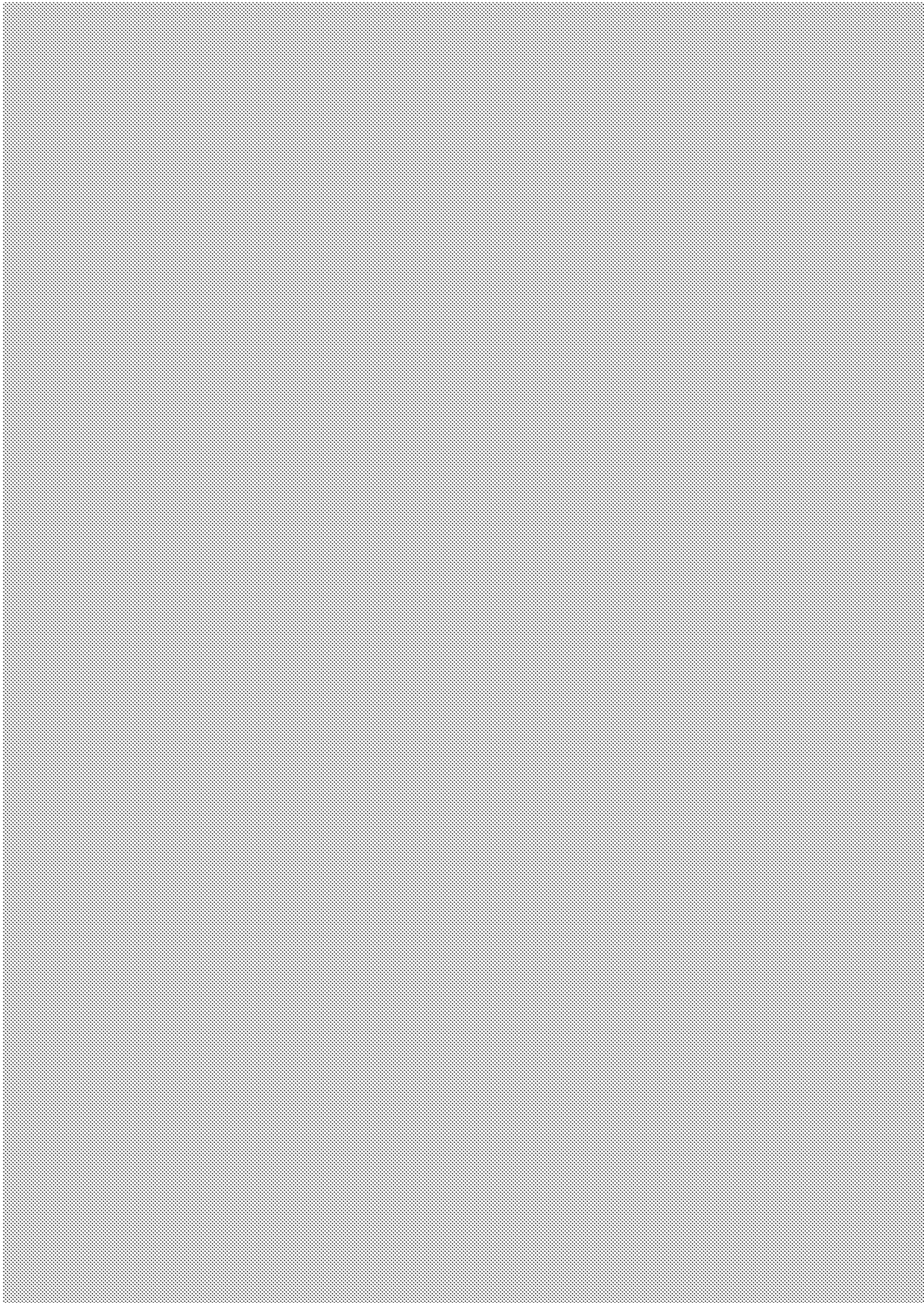


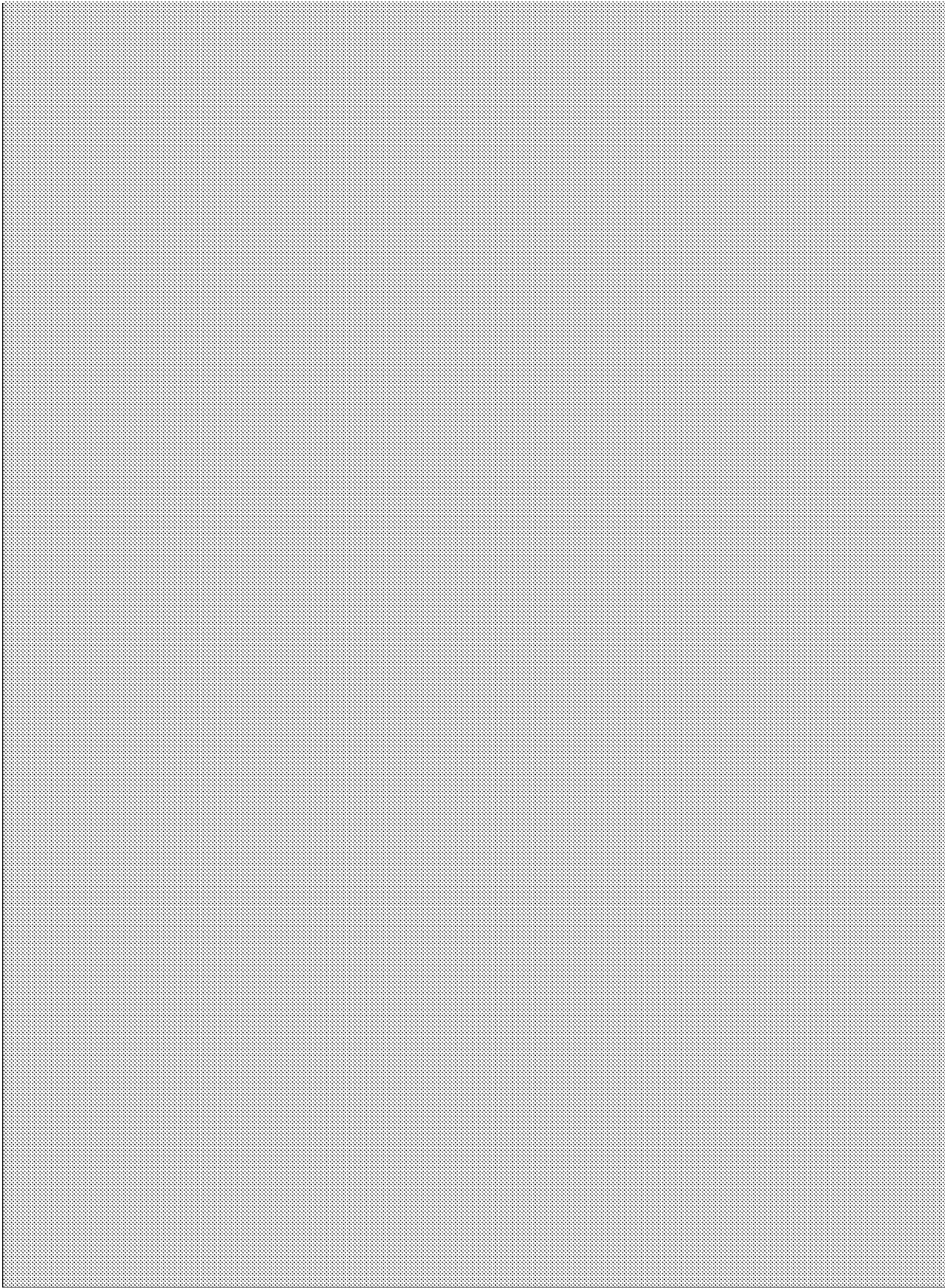


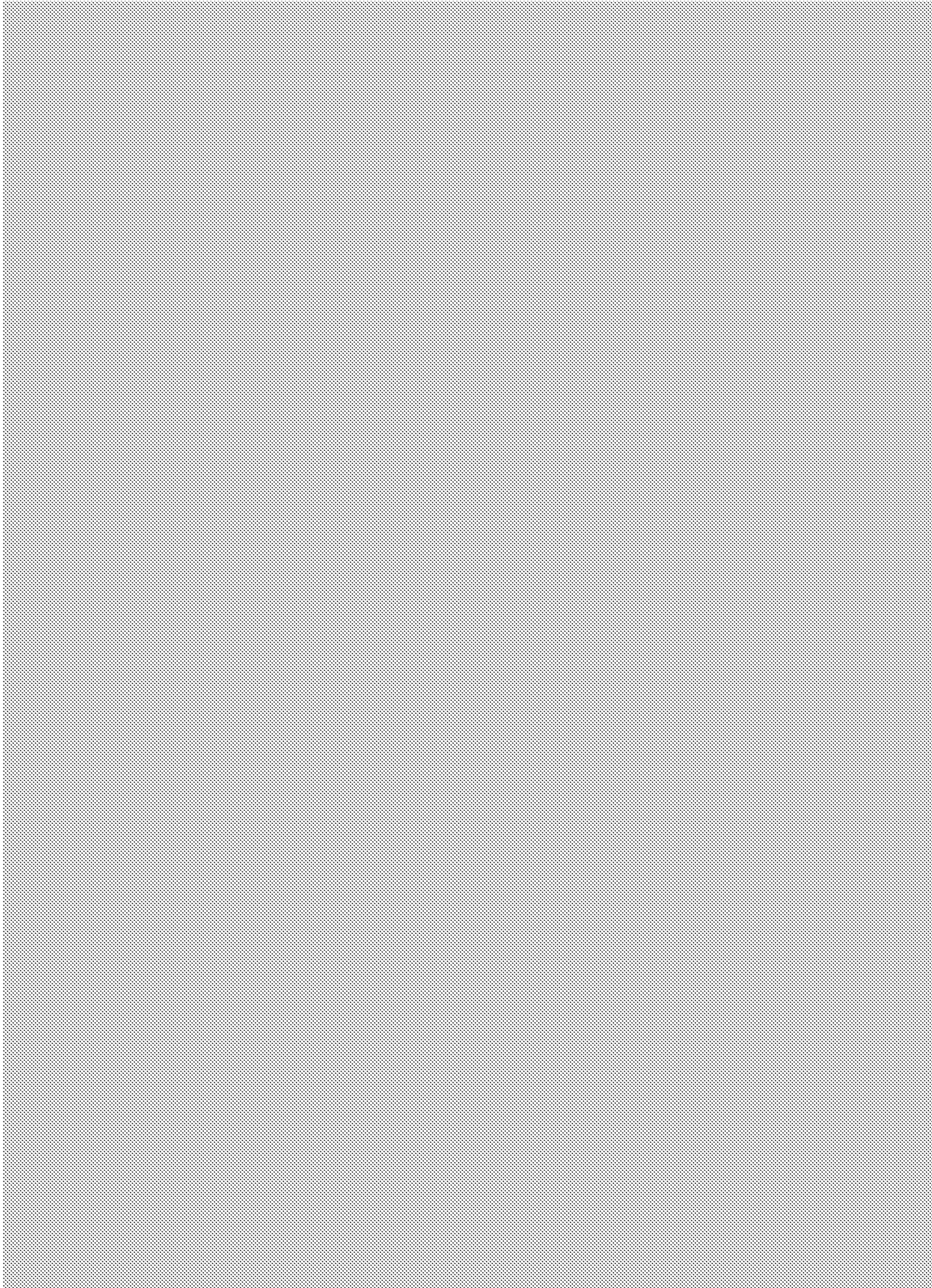


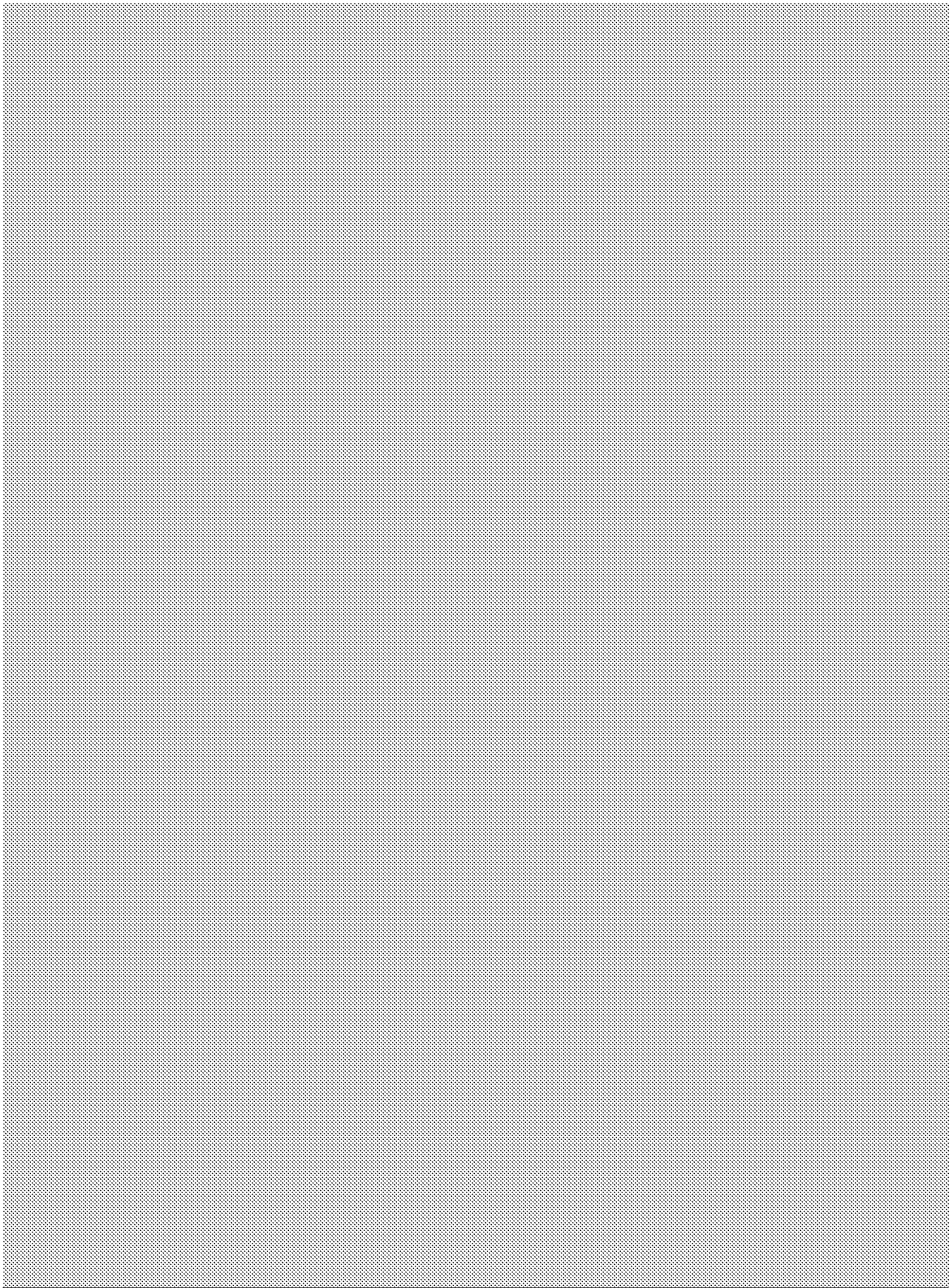


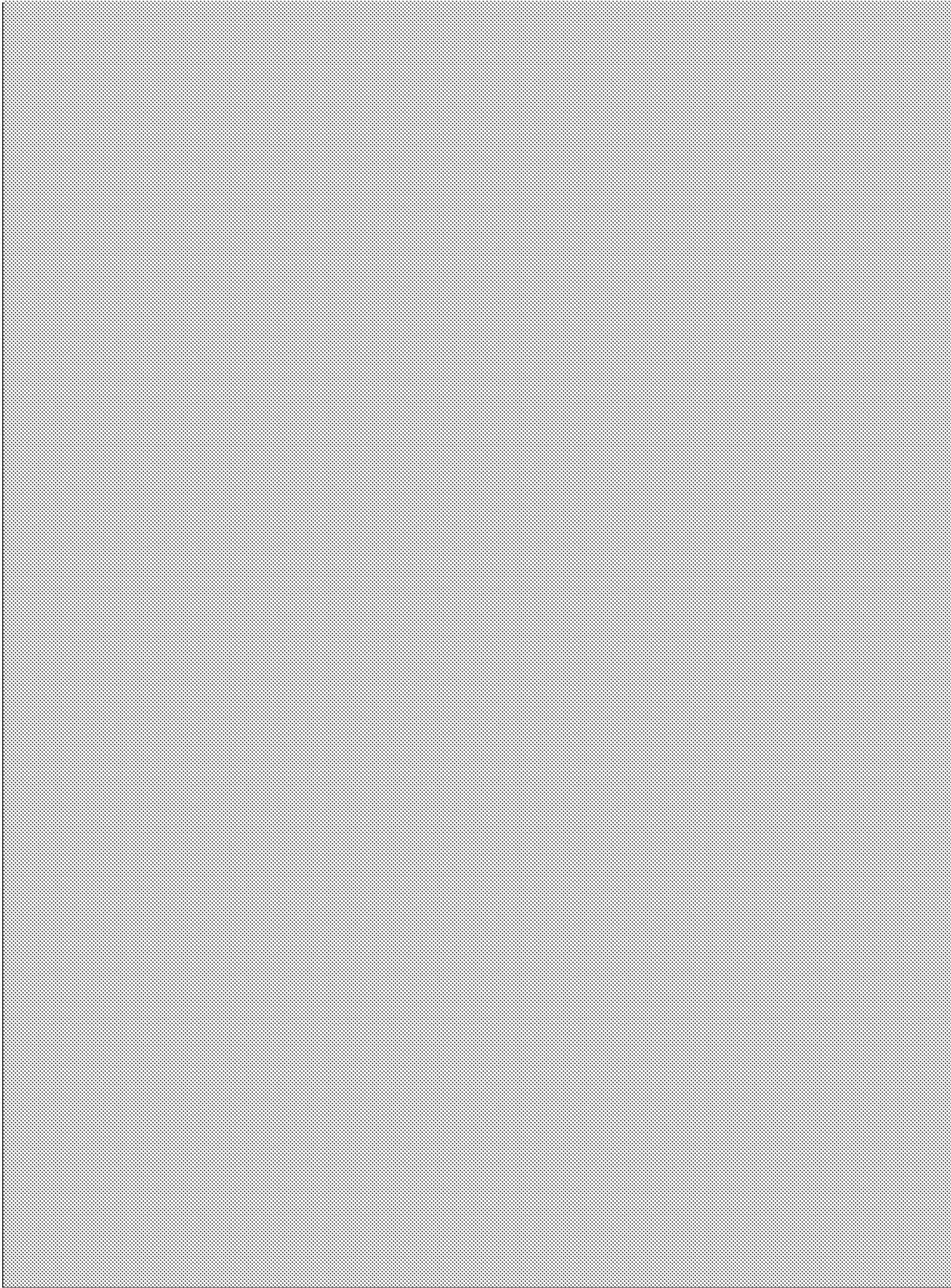


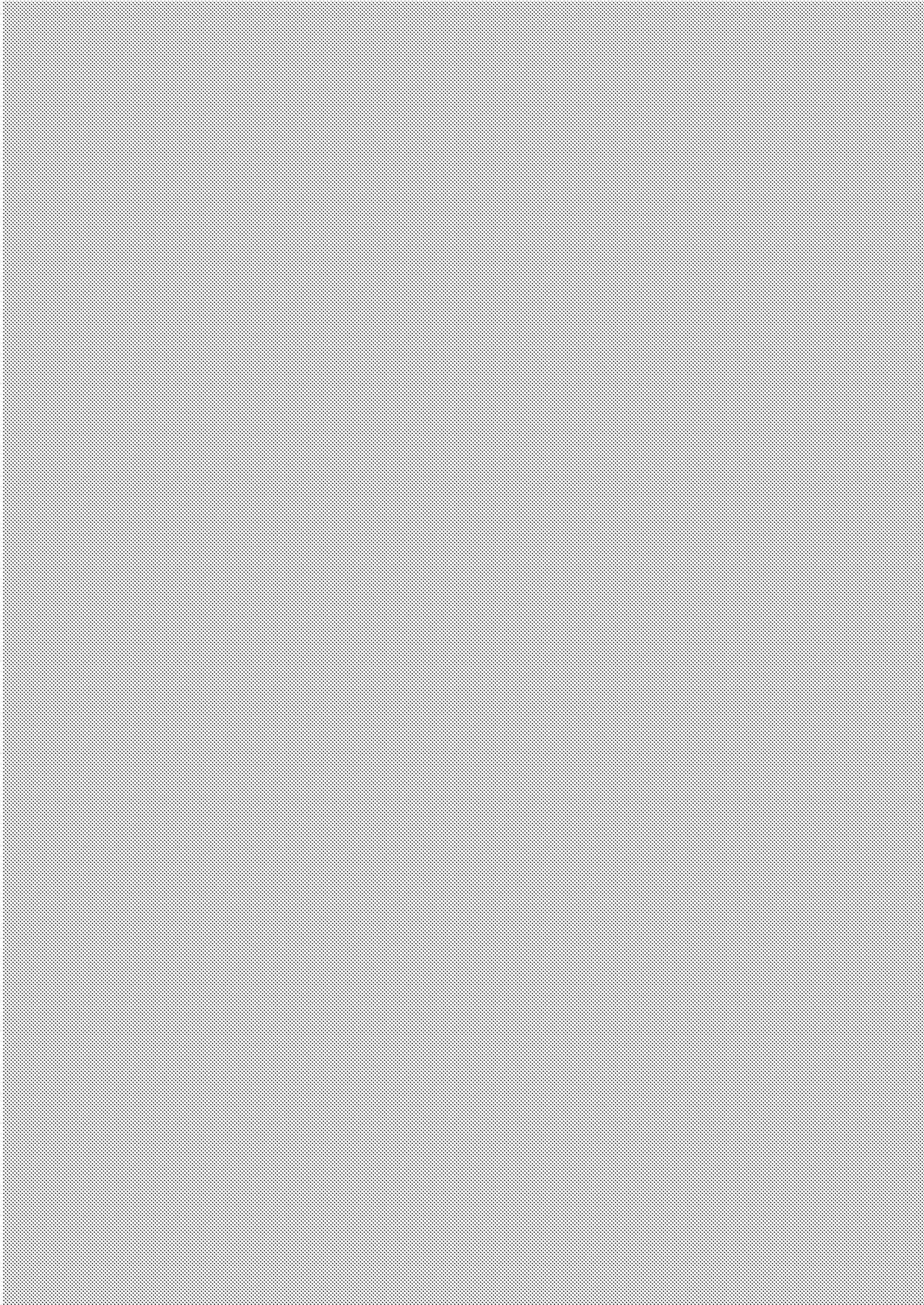


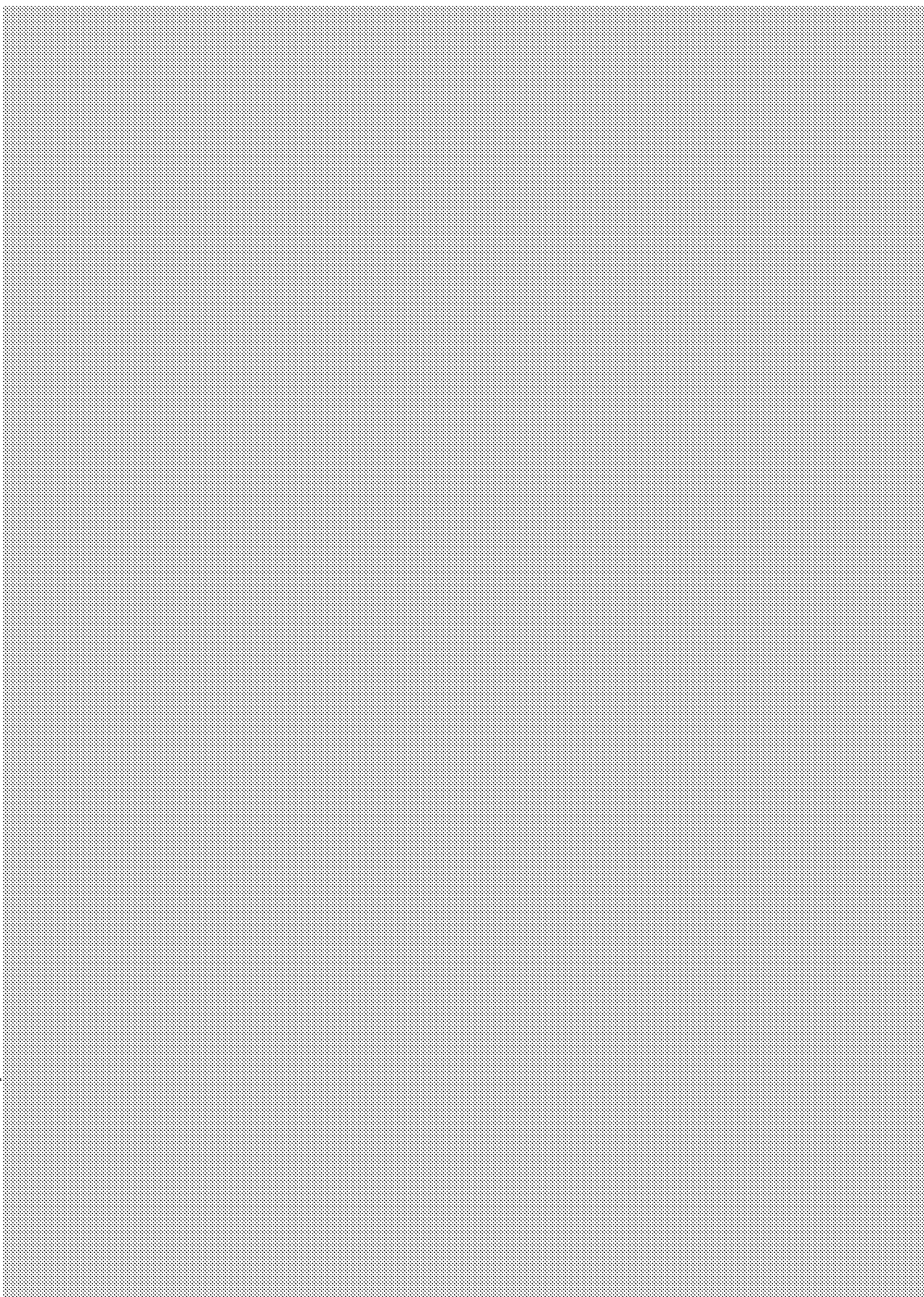


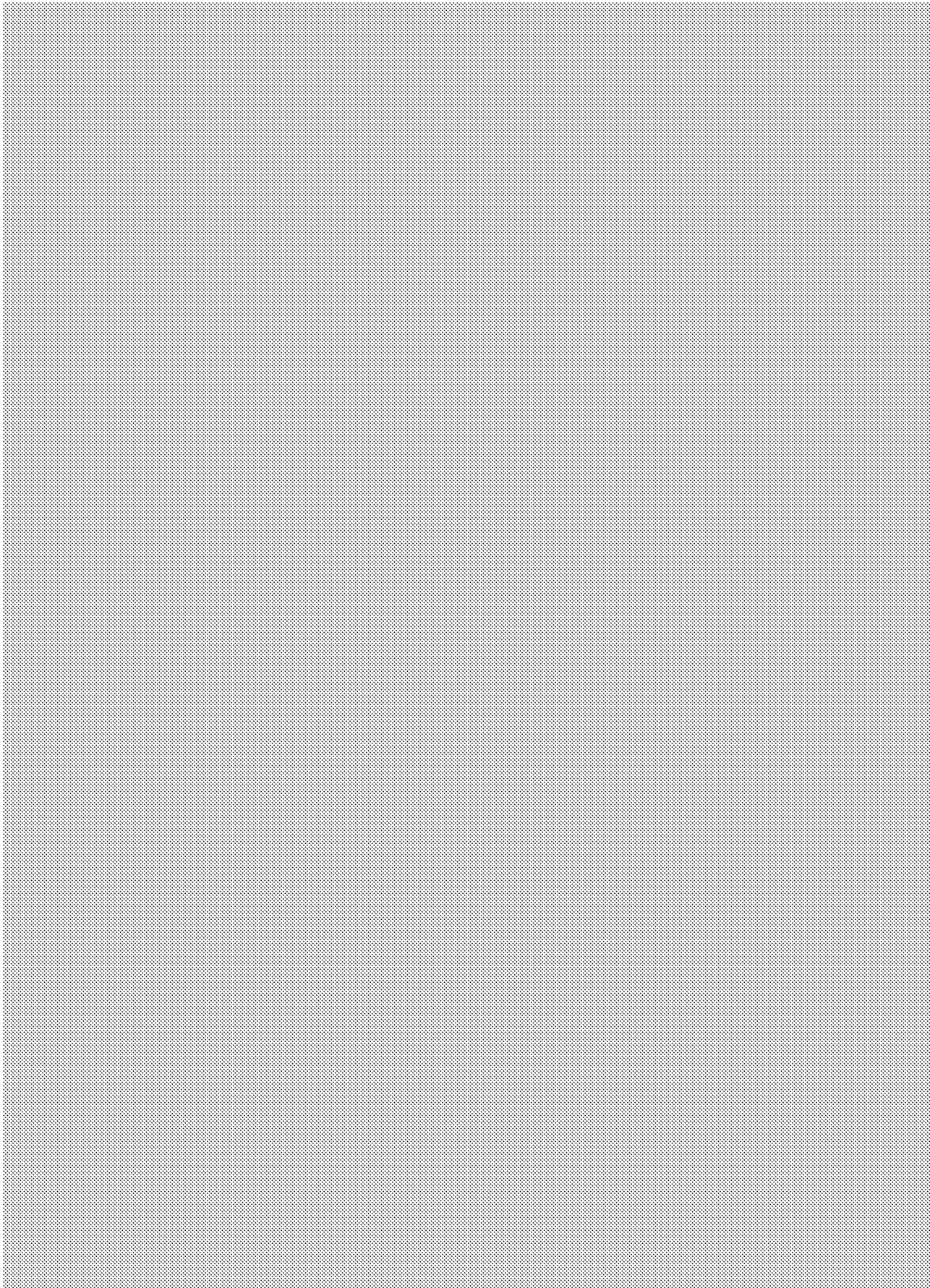


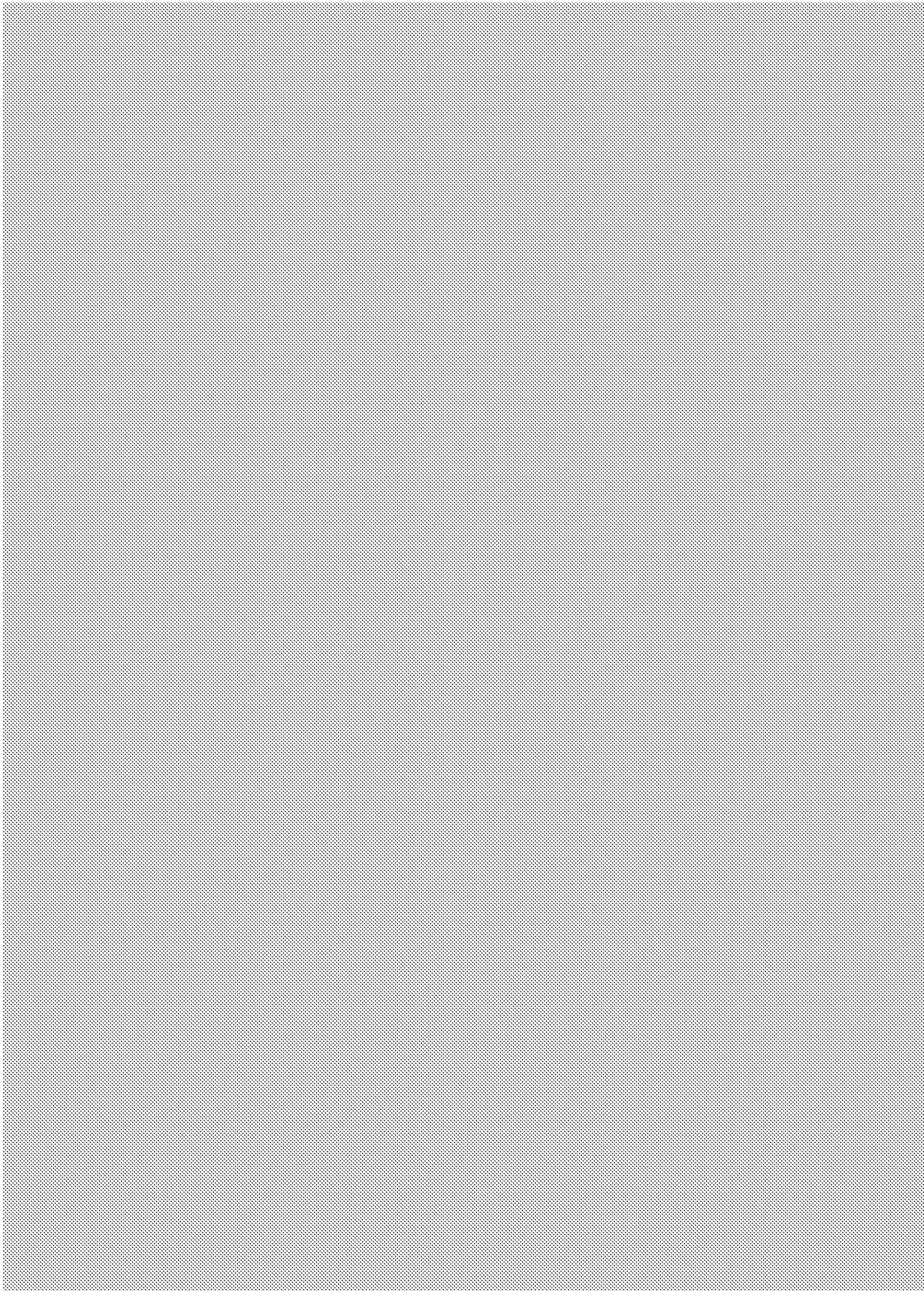


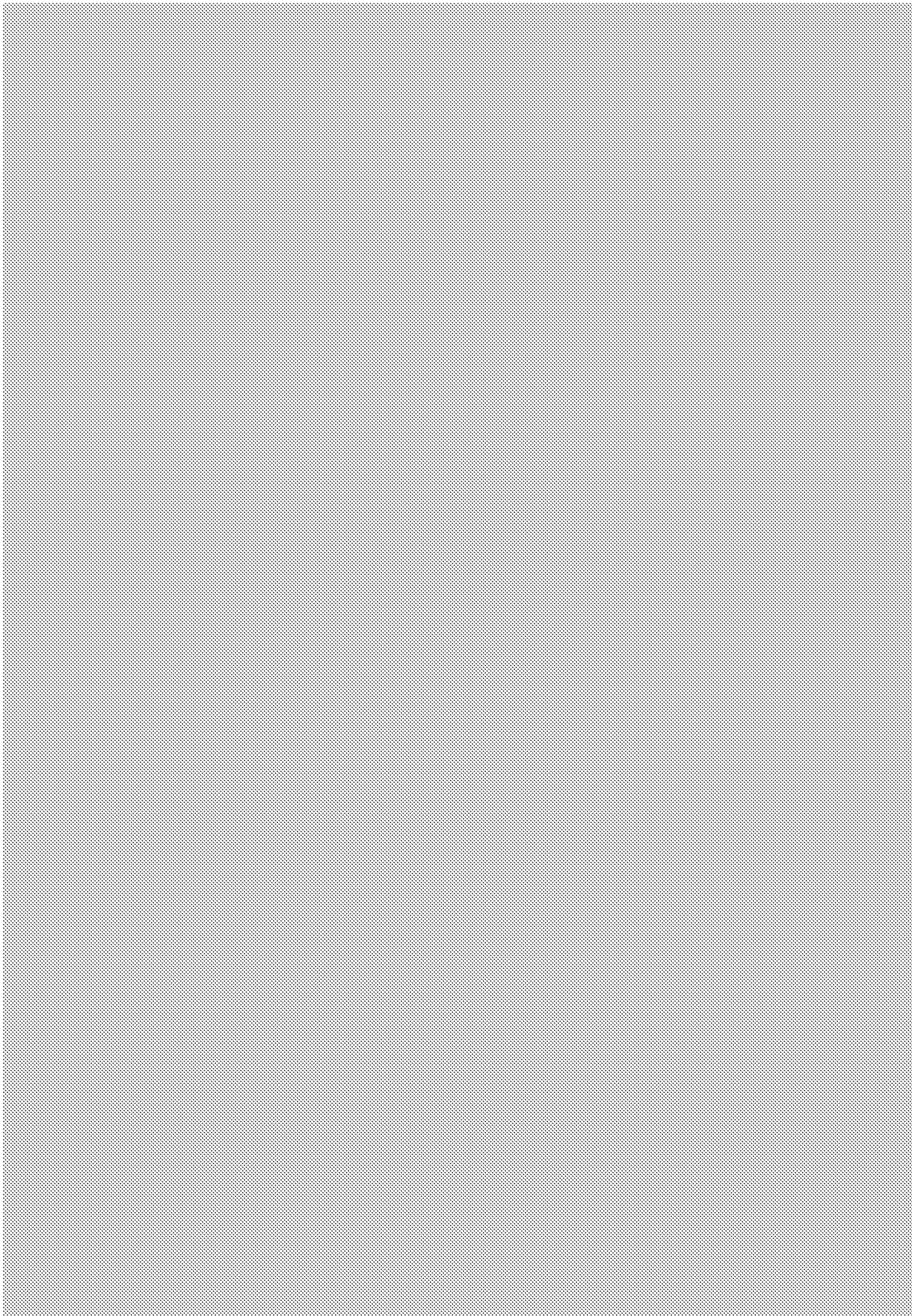


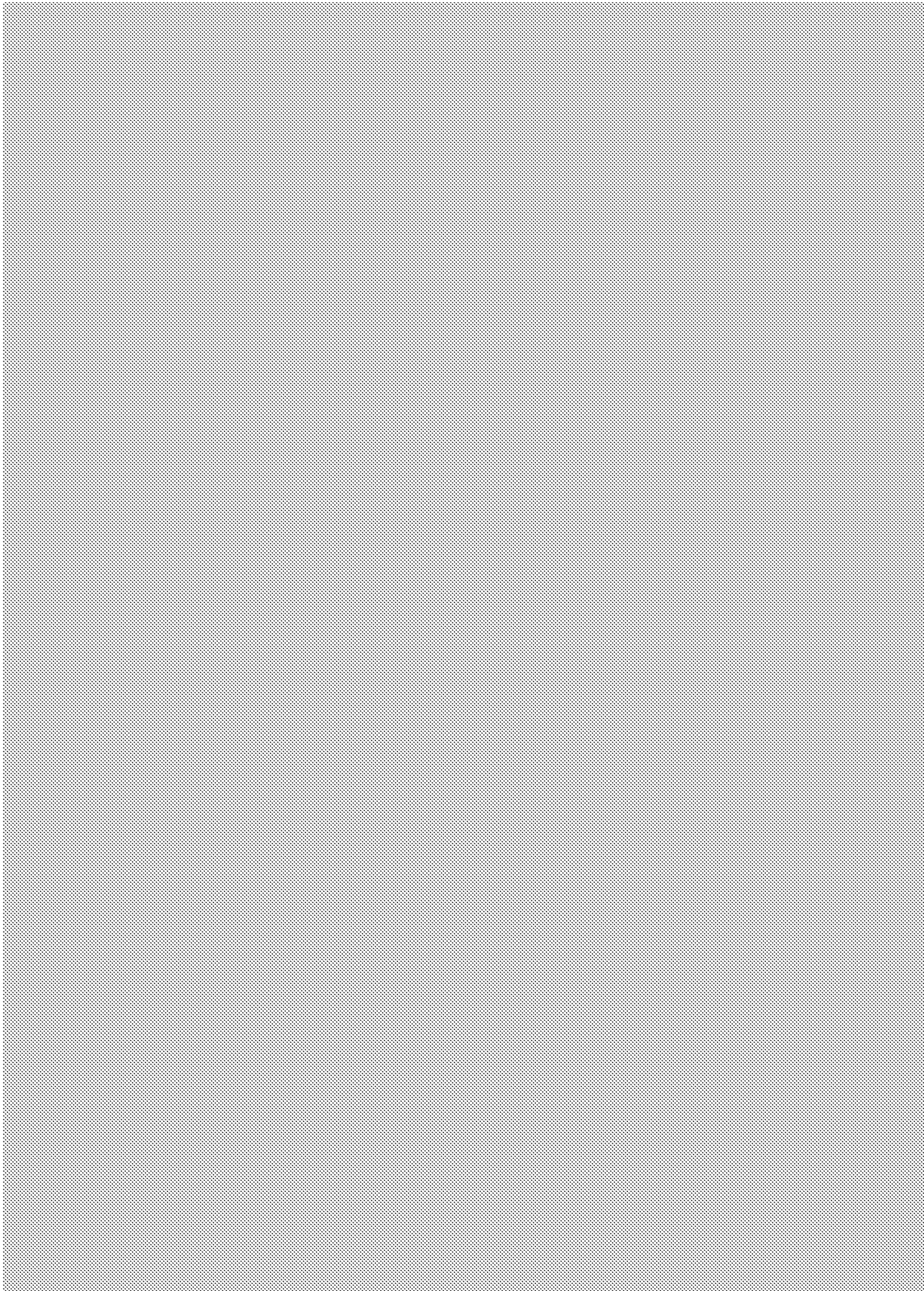


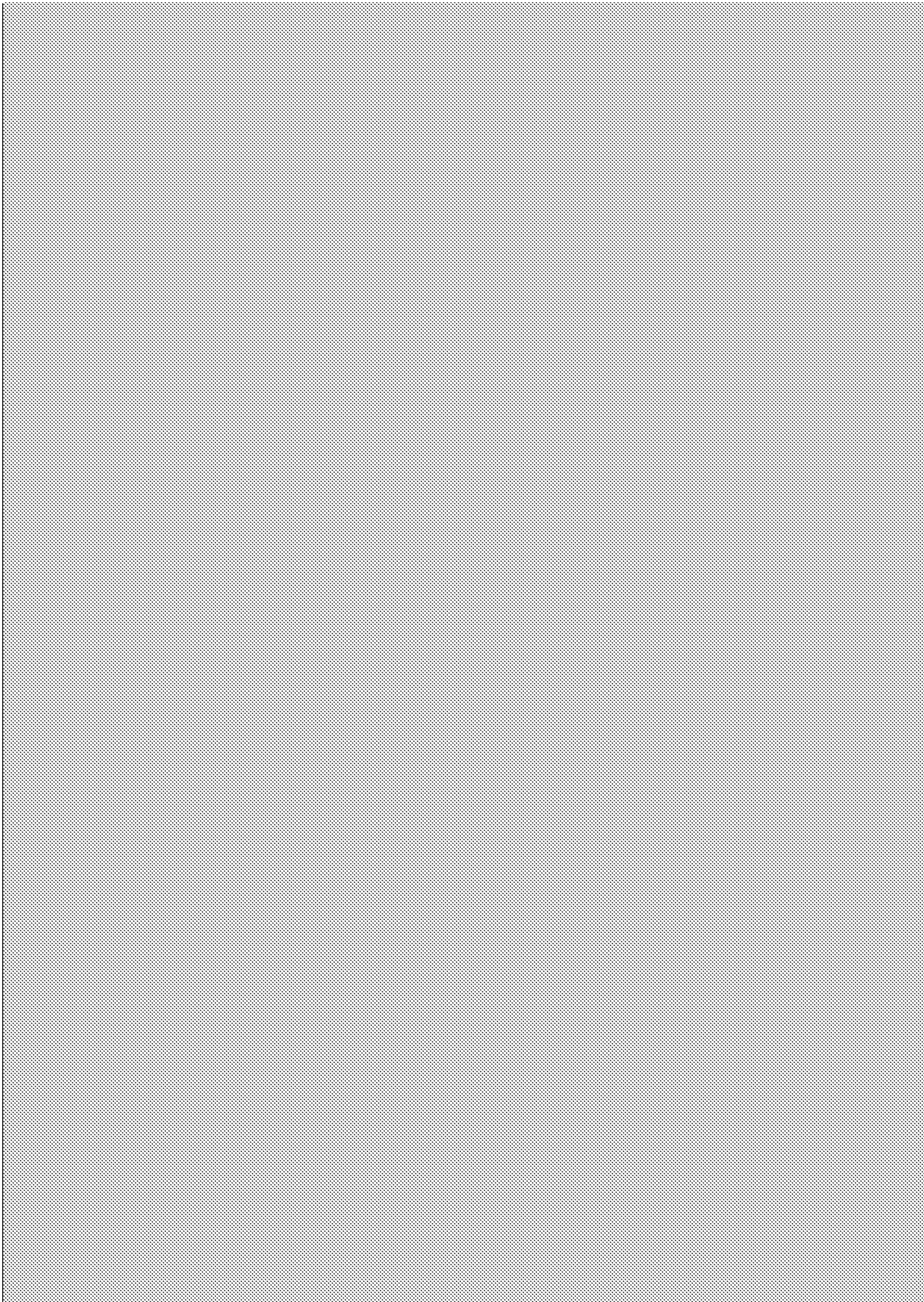


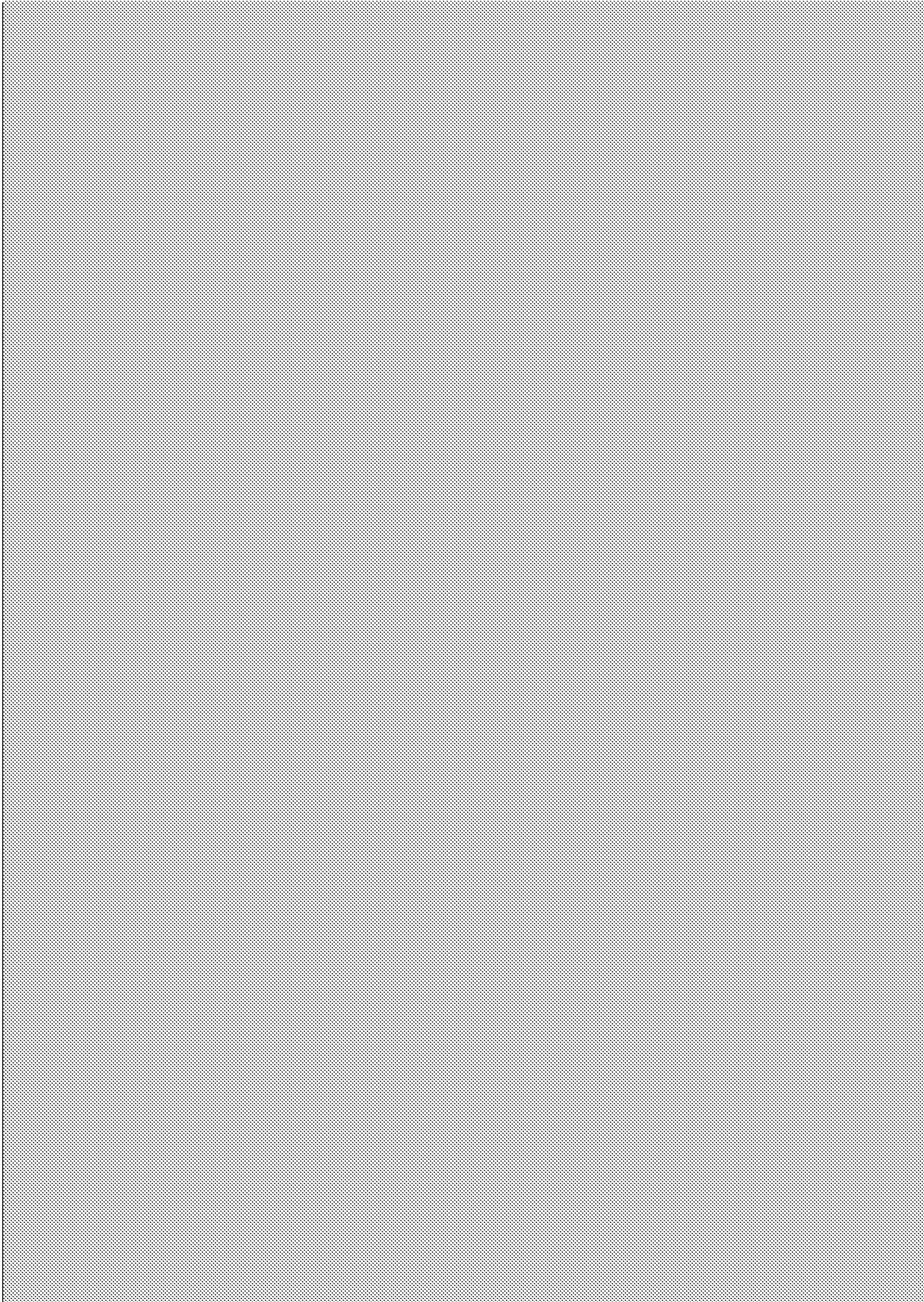


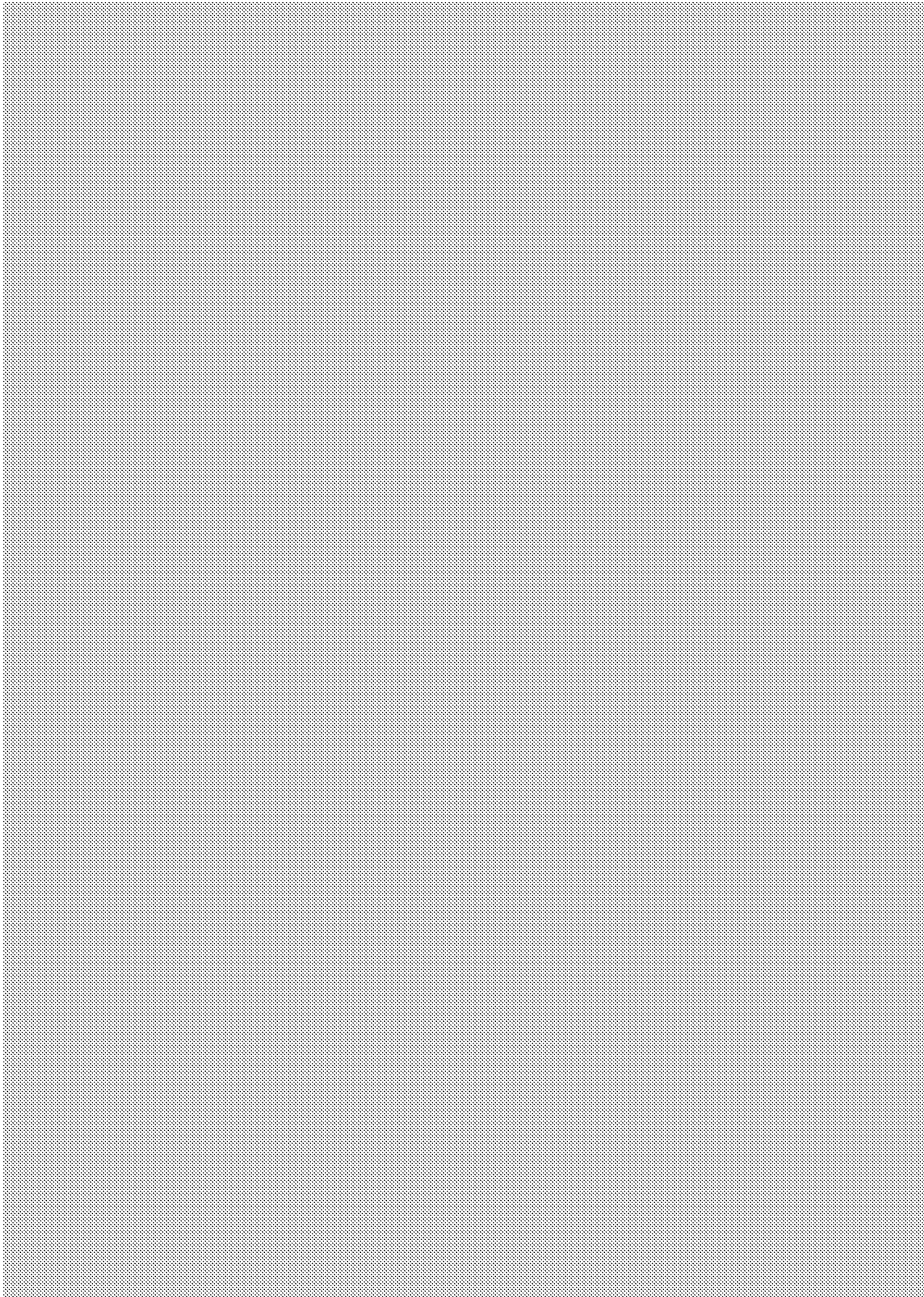












IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date above first written.

E-LANE SYSTEMS INC.

Per: _____

Name: Dr. Otman Basir

Title: Chief Executive Officer

M. Jurgala }
Witness

J.B.
Dr. Otman Basir

INTELLIGENT MECHATRONIC SYSTEMS
INC.

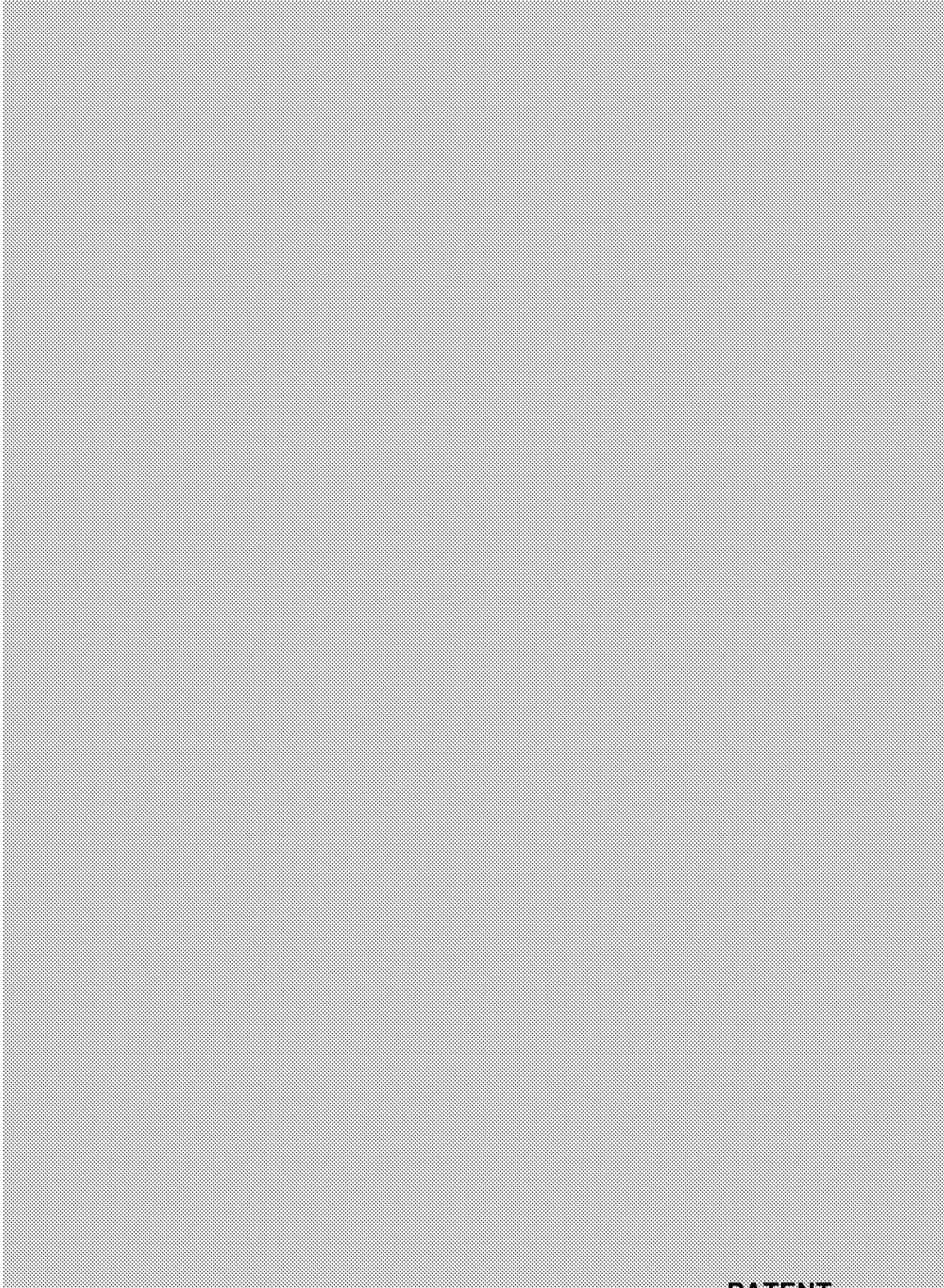
Per: _____

Name: Robert Rosehart

Title: Director

SCHEDULE "A"

ILANE TECHNOLOGY DESCRIPTION



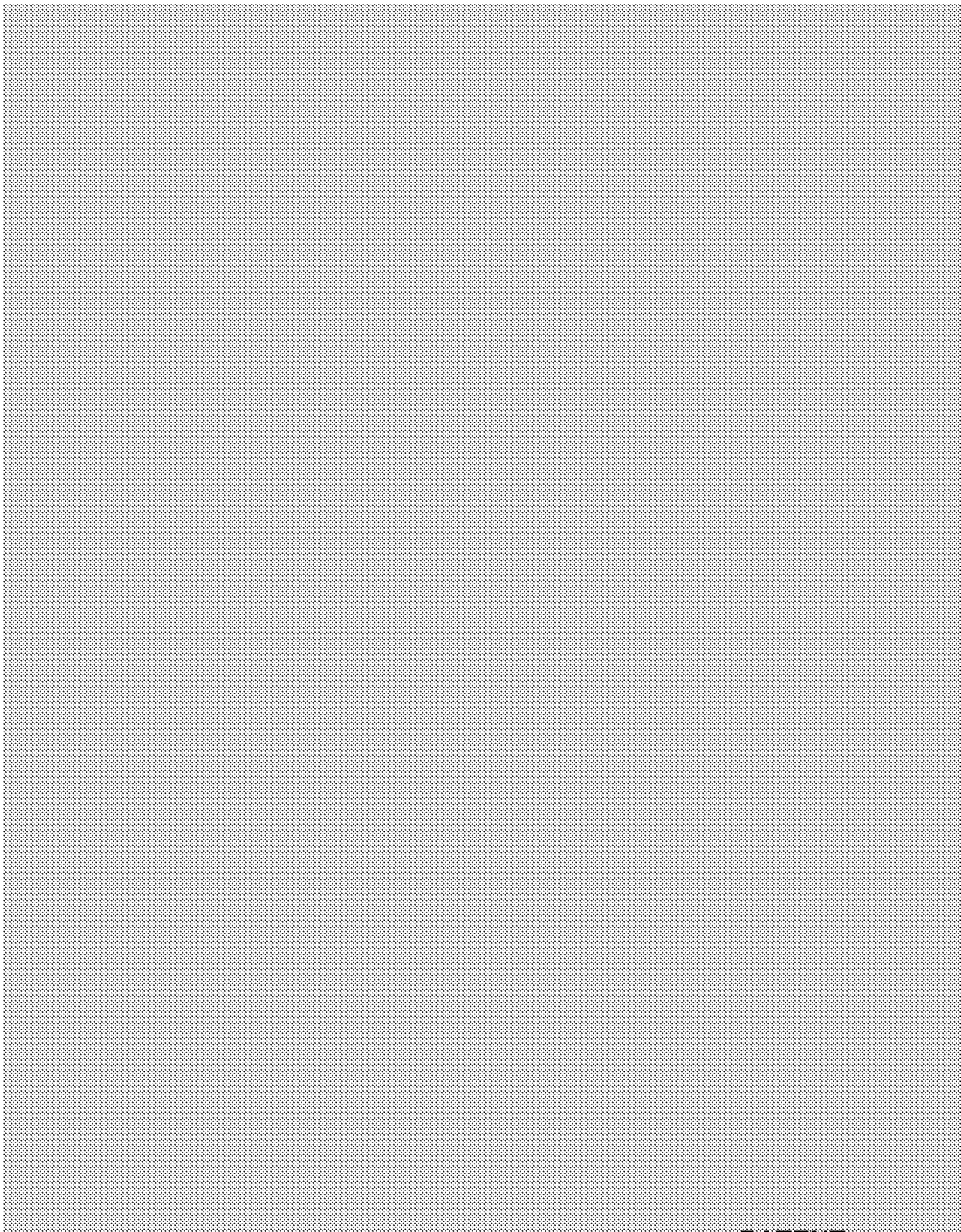
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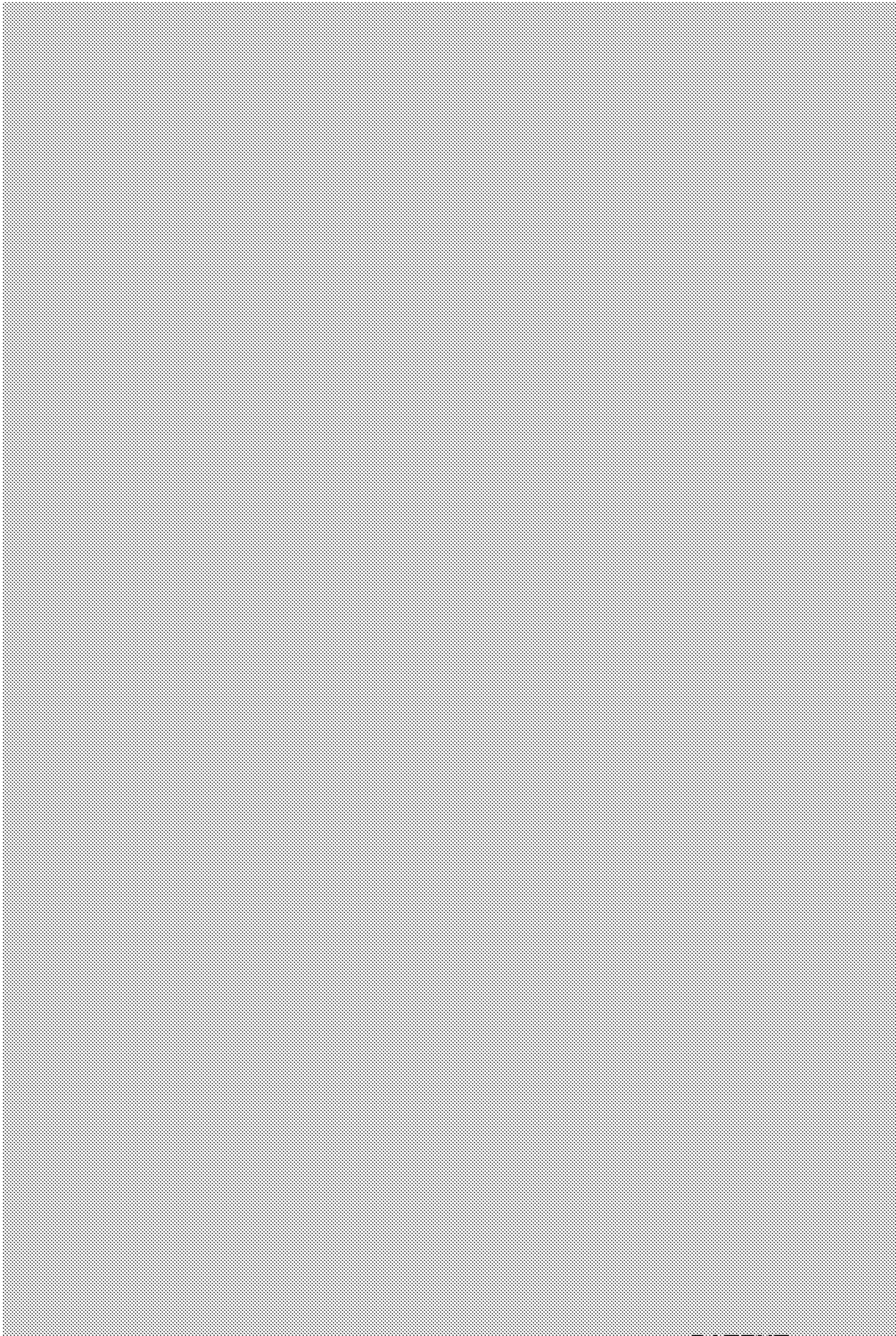
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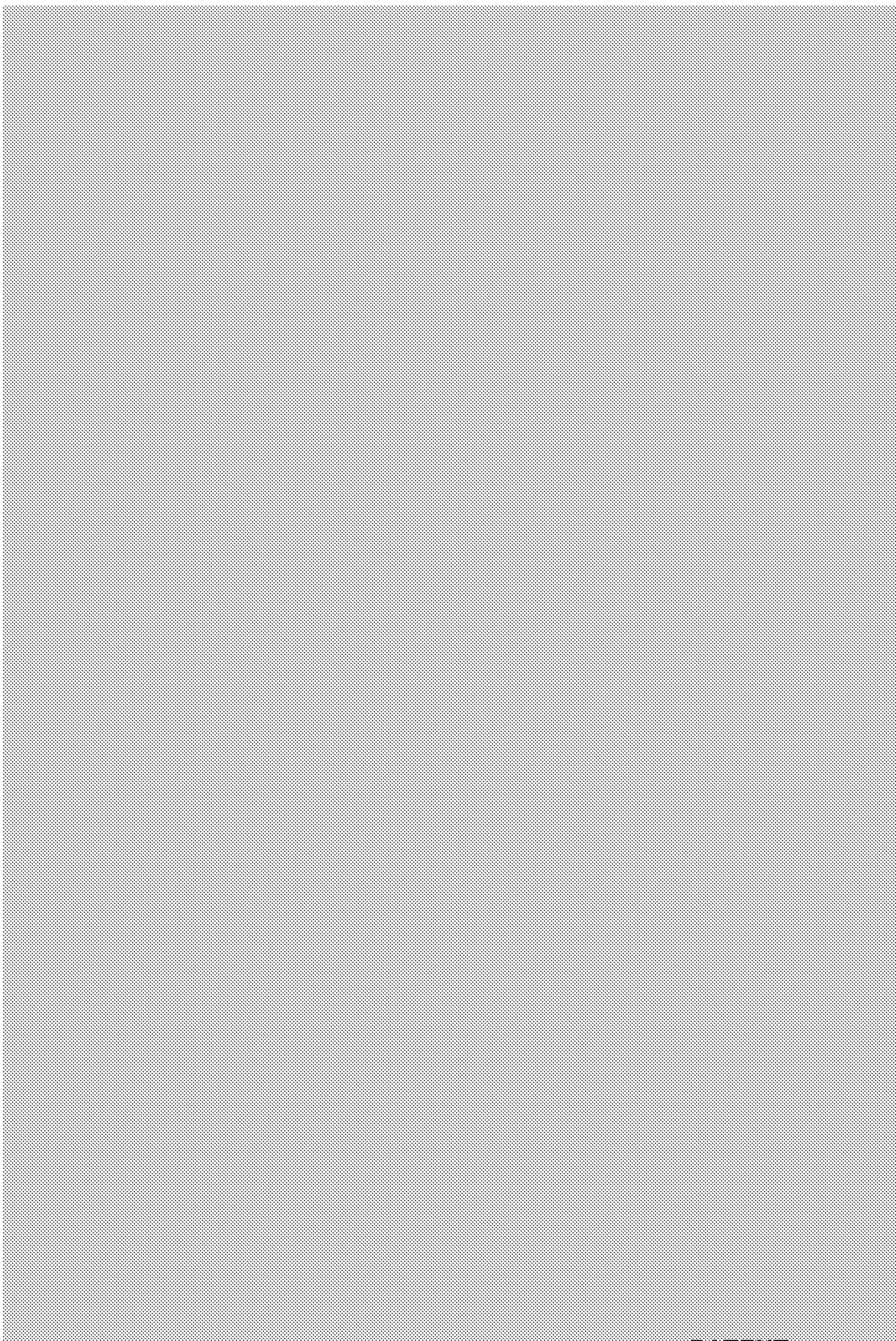
Patent Applications

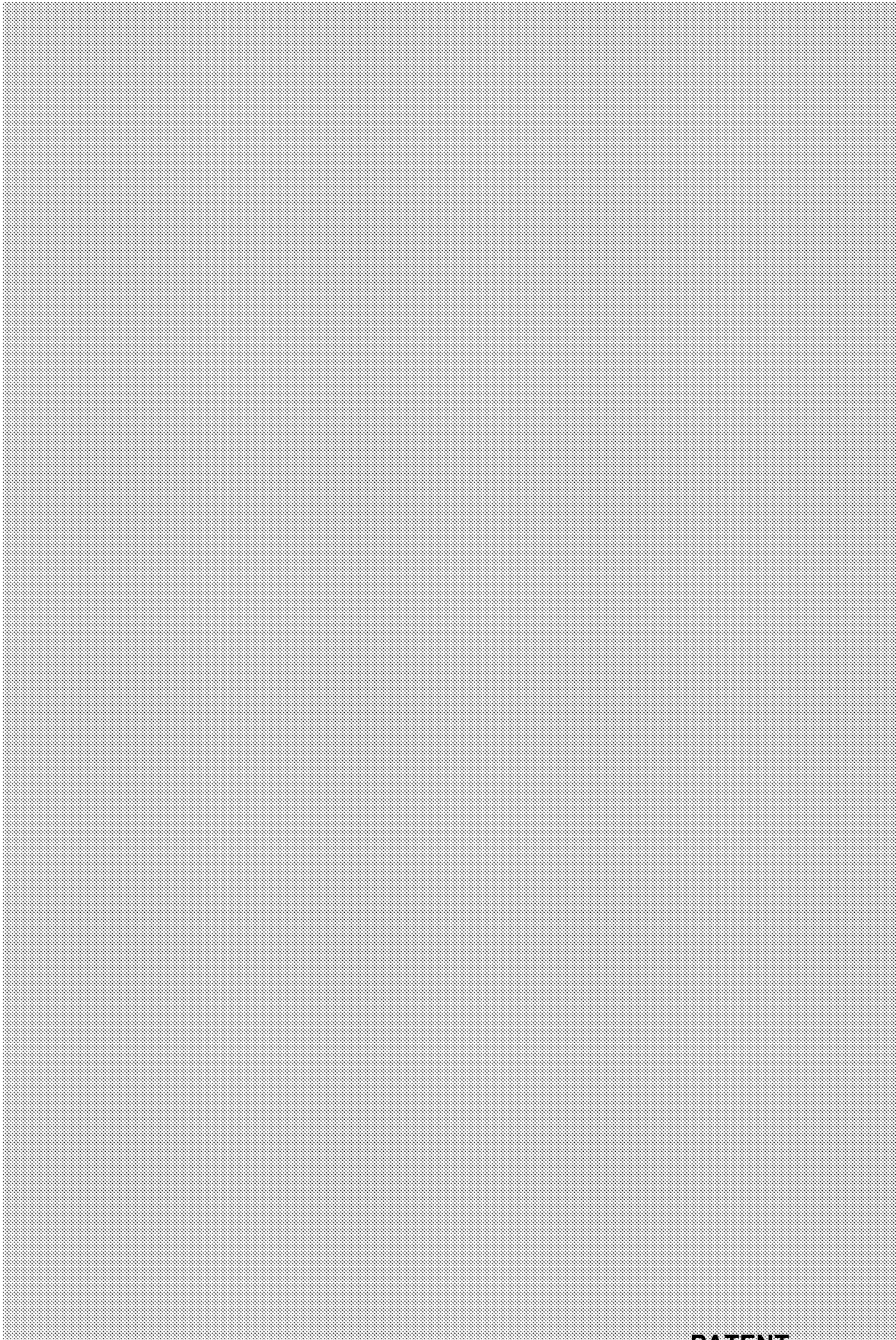
Docket Number	Priority Date	Country	Case Type	Filing Type	Application Number	Application Date	Title
67182-005 PEP	13/06/2006	European Patent Convention	Regular	PCT/EPC/ Application	6752782	13/06/2006	VEHICLE IMMERSIVE COMMUNICATION SYSTEM
67182-005 PJP	13/06/2006	Japan	Regular	Patent Cooperation Treaty	2008-516087	13/06/2006	VEHICLE IMMERSIVE COMMUNICATION SYSTEM
67182-005 PUS1	13/06/2006	United States	Regular	National	11/452117	13/06/2006	VEHICLE IMMERSIVE COMMUNICATION SYSTEM
		Canada	Regular		2,654,867		Related to 11/452117
		Japan	Regular		JP2009503920		Related to 11/452117
		Europe	Regular		EP1891848		Related to 11/452117
67182-019 PRV		United States	Provisional Filing	National	61/035758	12/03/2008	COOPERATIVE AND INTERACTIVE AUTOMATIC SPEECH UNDERSTANDING SCHEME FOR MOBILE APPLICATIONS
67182-020 PRV		United States	Provisional Filing	National	61/039242	25/03/2008	INTERACTIVE, UNIFIED INFORMATION ACCESS AND CONTROL OF MOBILE DEVICES
67182-021 PRV		United States	Provisional Filing	National	61/039248	25/03/2008	MULTI-PARTICIPANT, MIXED-INITIATIVE VOICE INTERACTION SYSTEM
67182-023 PRV		United States	Provisional Filing	National	61/083291	24/07/2008	ILANE POWER MANAGEMENT
		United States			12/402,874	12/03/2009	SPEECH UNDERSTANDING METHOD AND SYSTEM
		United States			12/411,265	25/03/2009	INTERACTIVE UNIFIED ACCESS AND CONTROL OF MOBILE DEVICES
		United States			12/410,864	25/03/2009	MULTI-PARTICIPANT, MIXED INITIATIVE VOICE INTERACTION SYSTEM

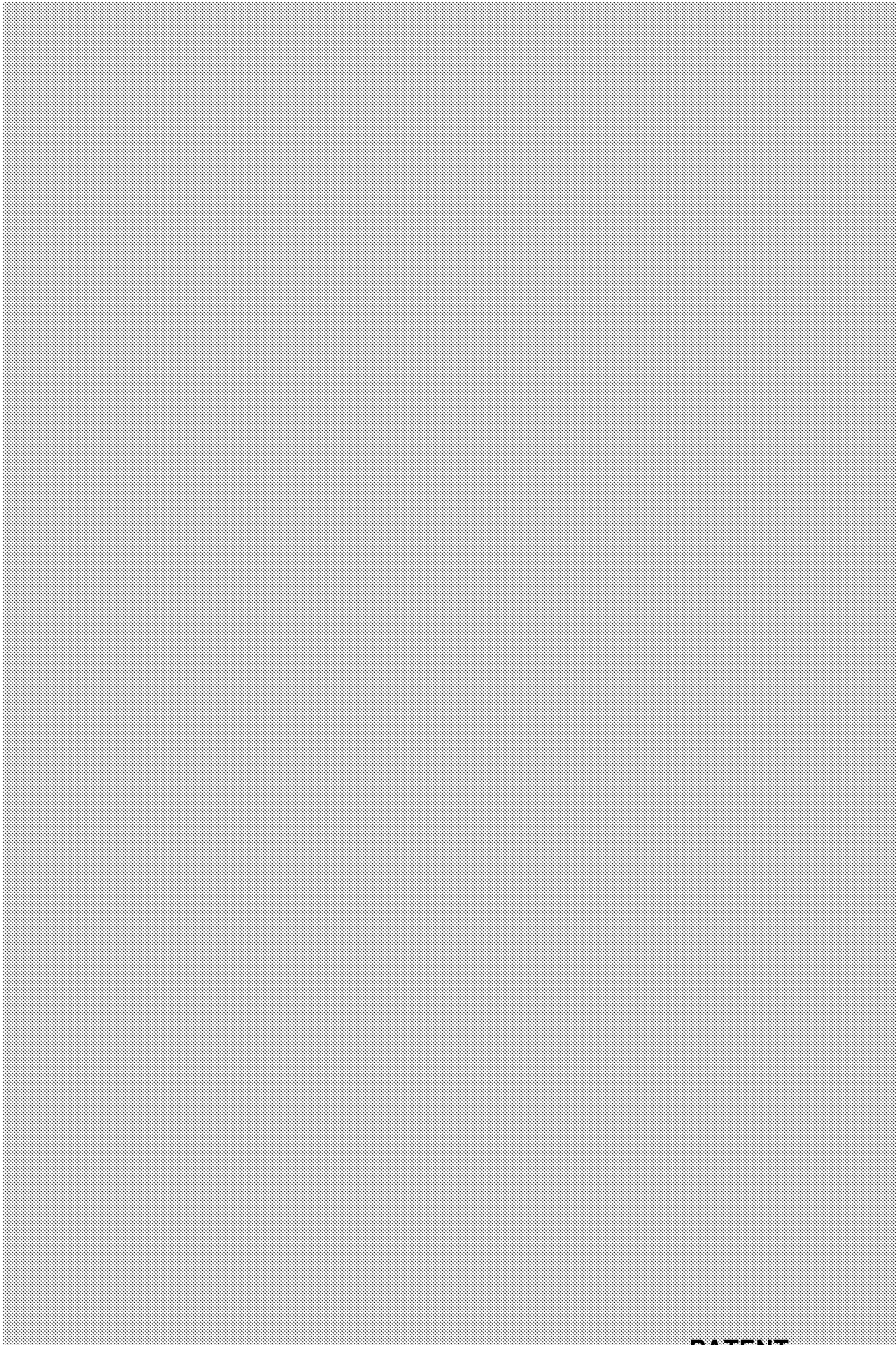
		United States			12/488,013	19/06/2009	COMMUNICATION SYSTEM WITH VOICE MAIL ACCESS AND CALL BY SPELLING FUNCTIONALITY
		United States			12/087789	24/07/2009	POWER MANAGEMENT SYSTEM





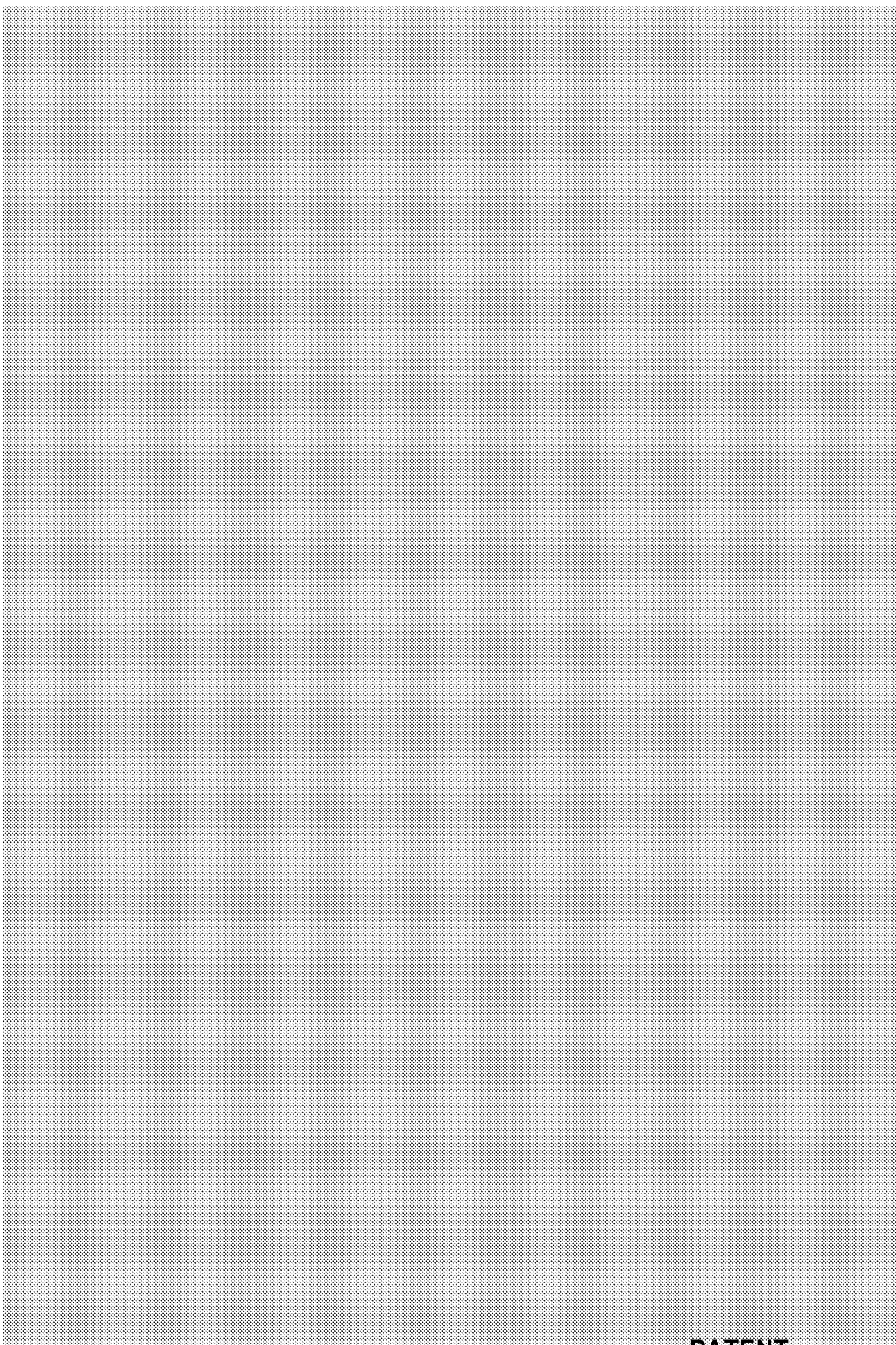






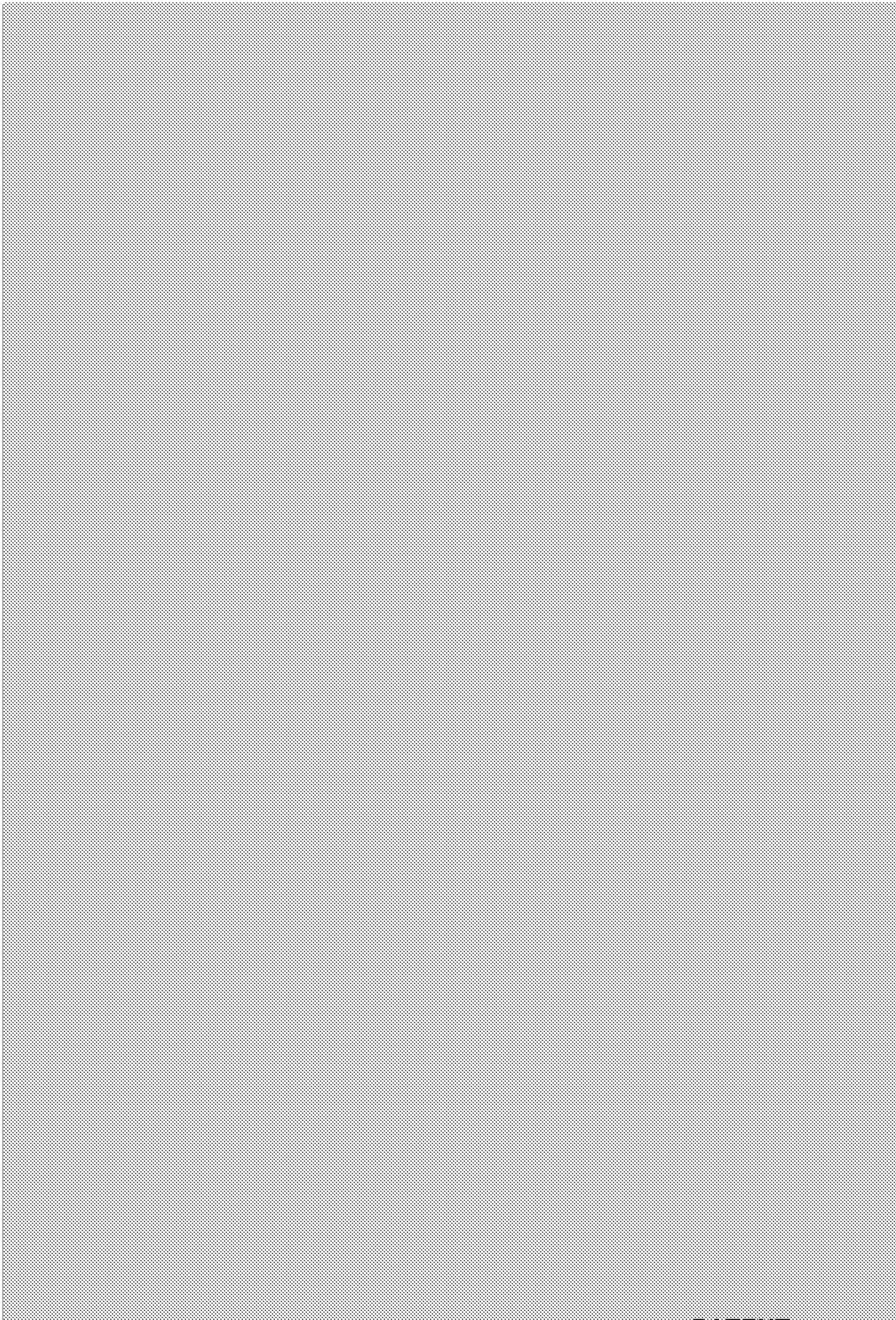
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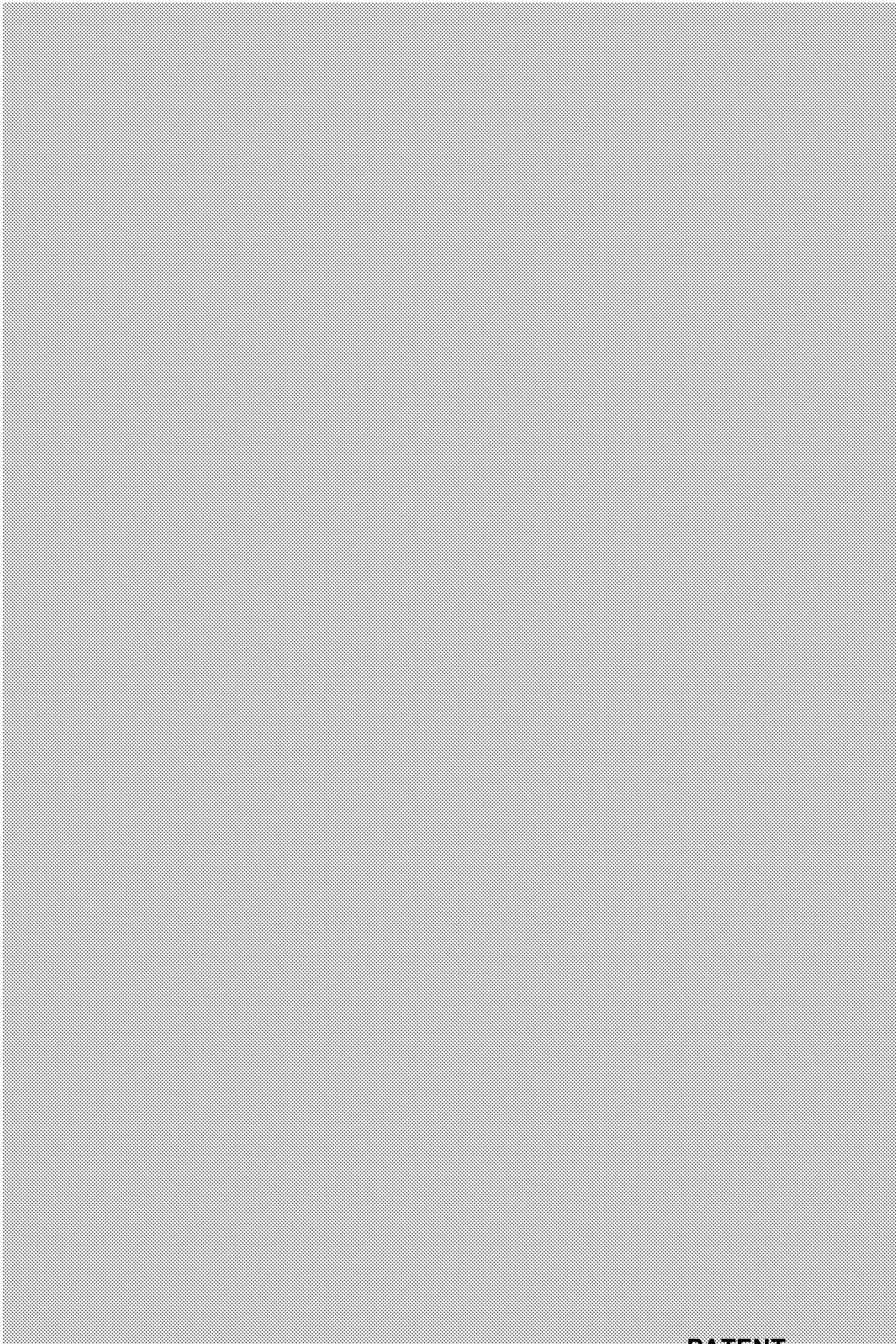
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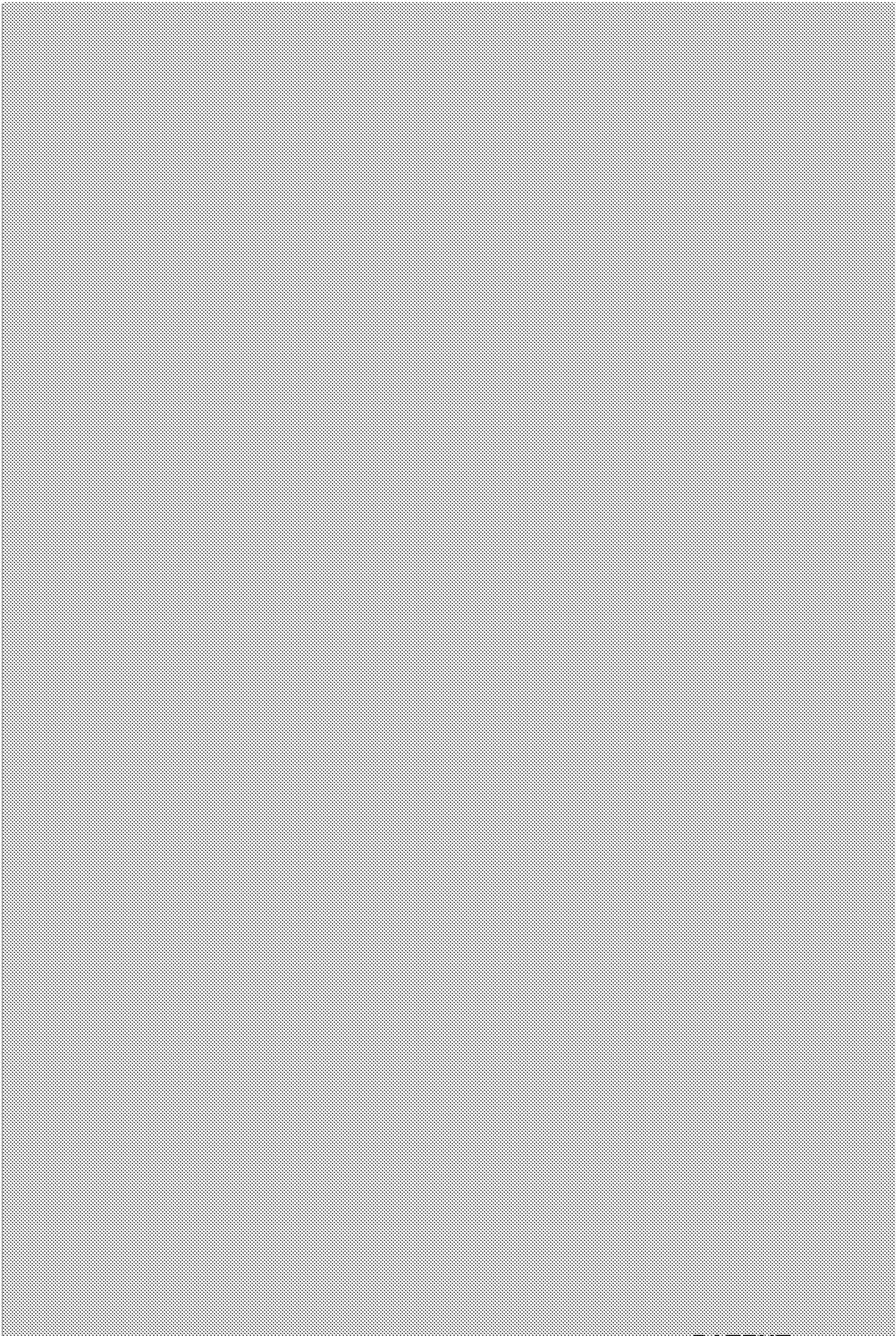
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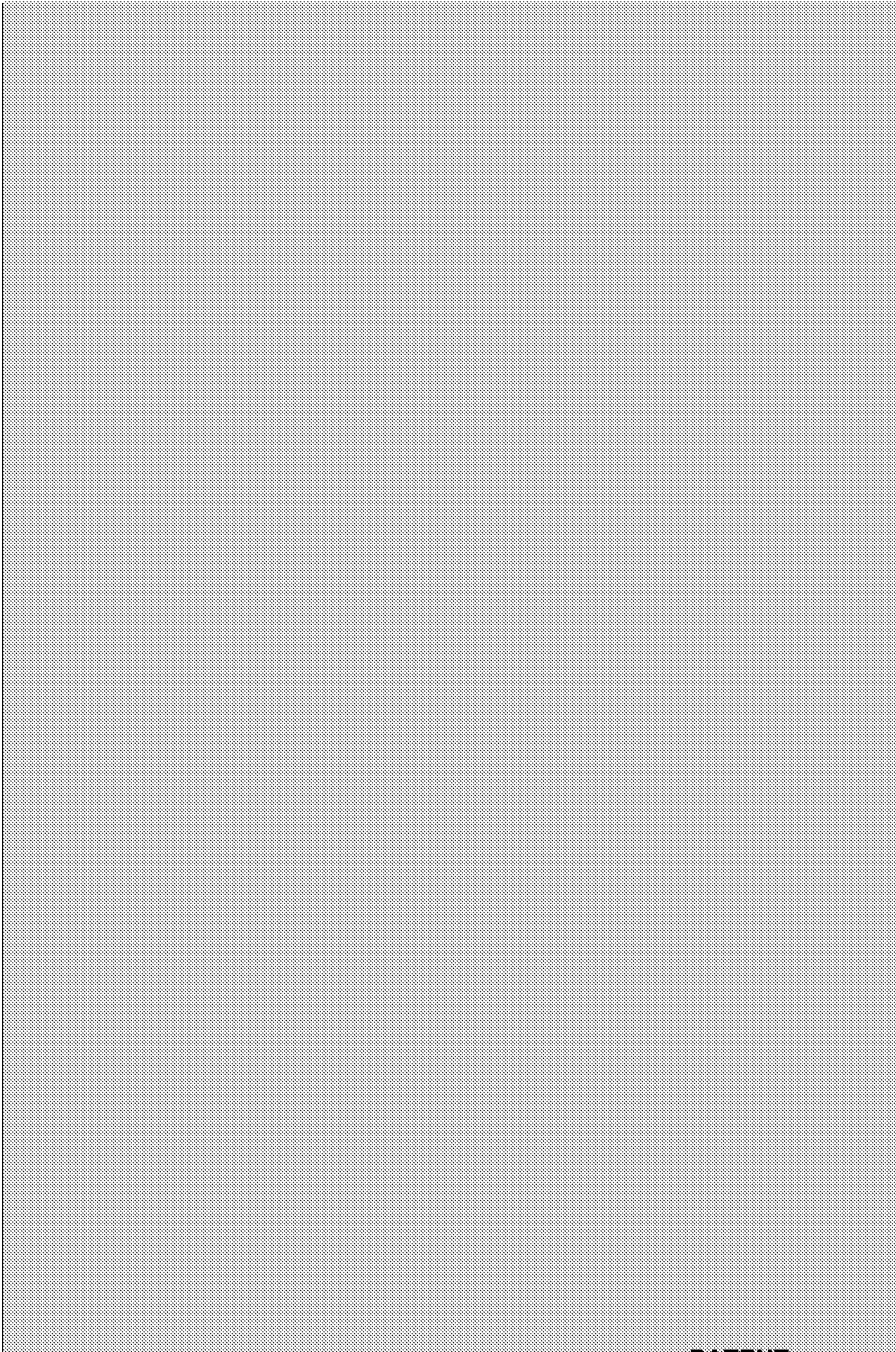


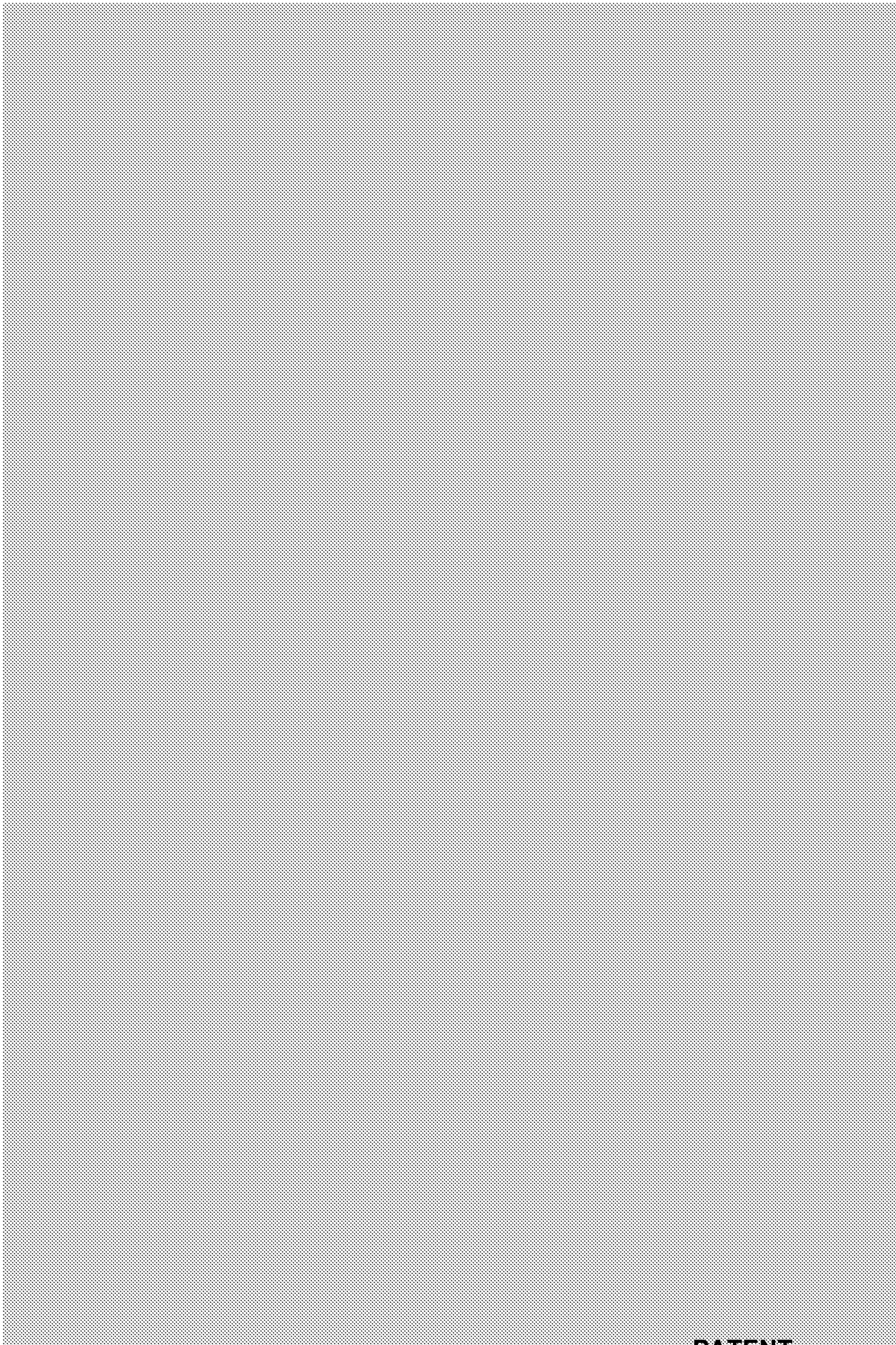


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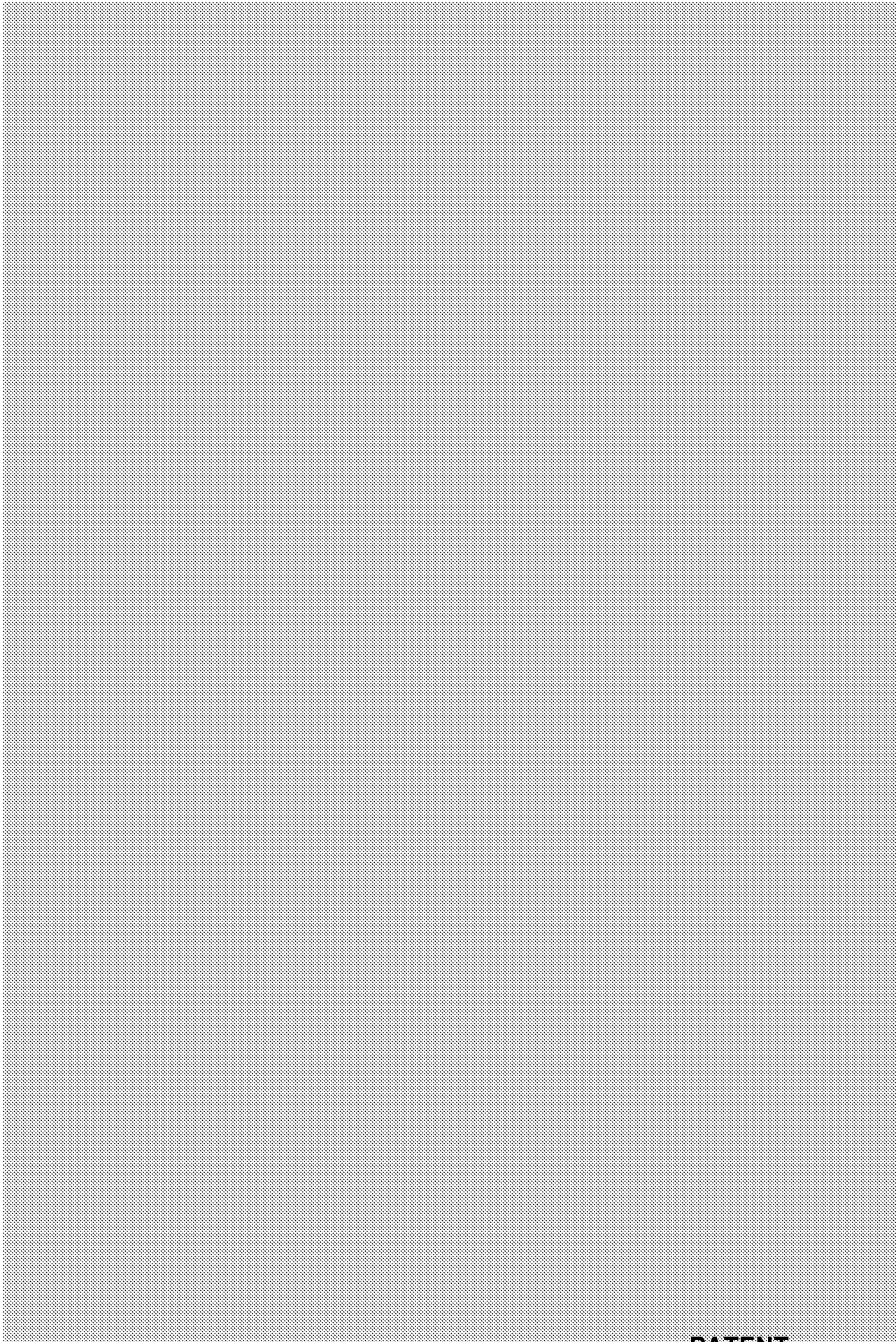






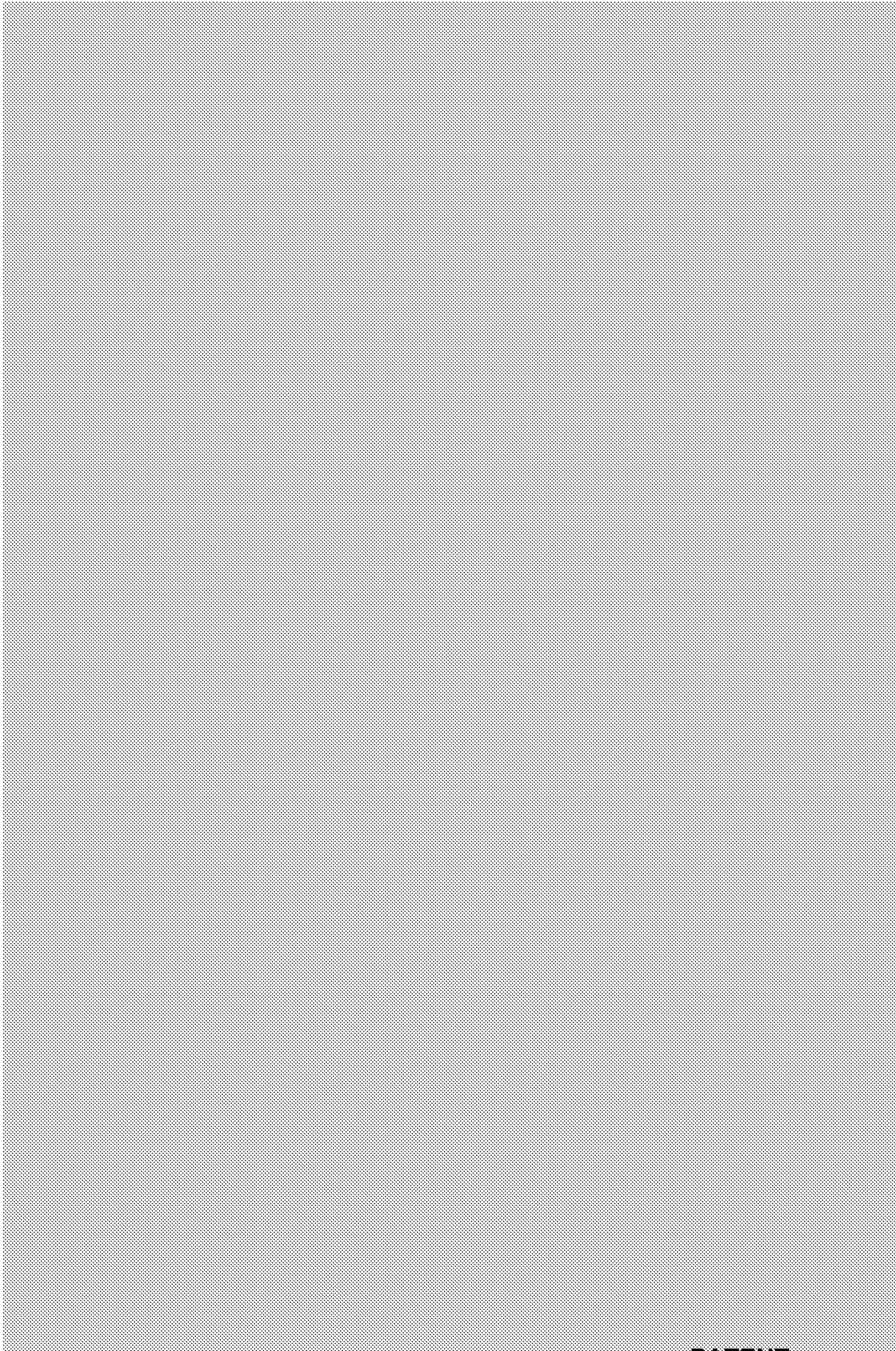
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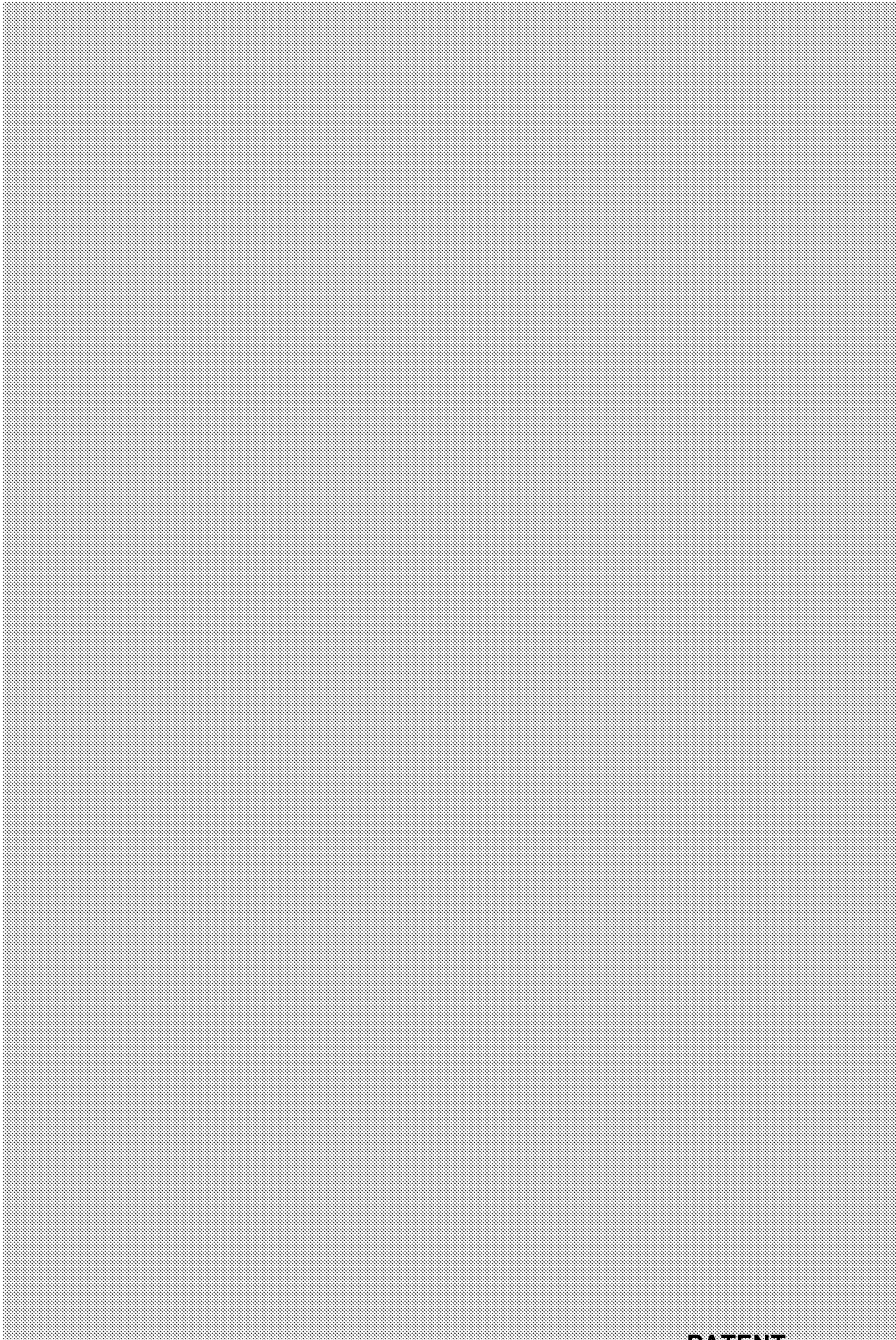
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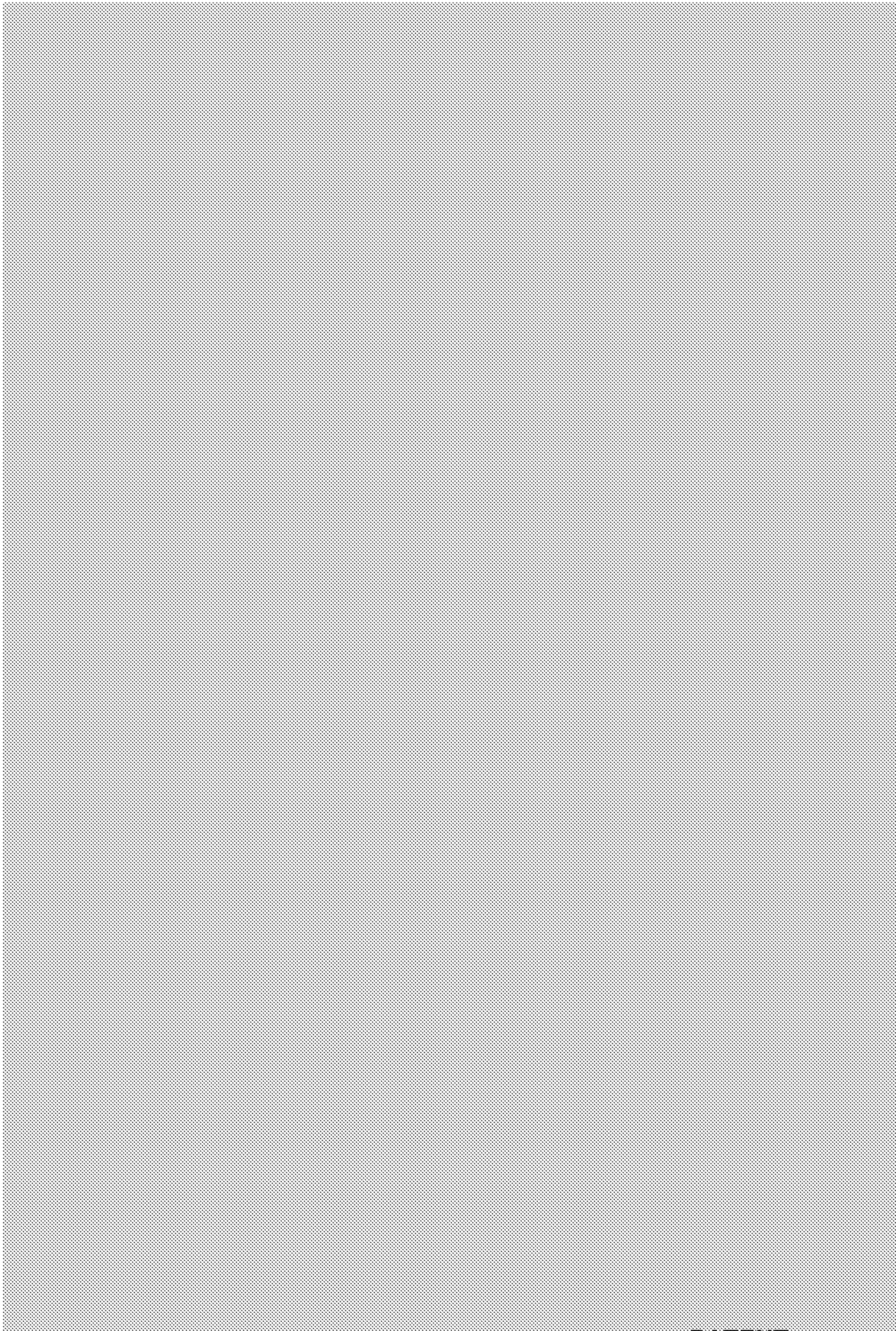
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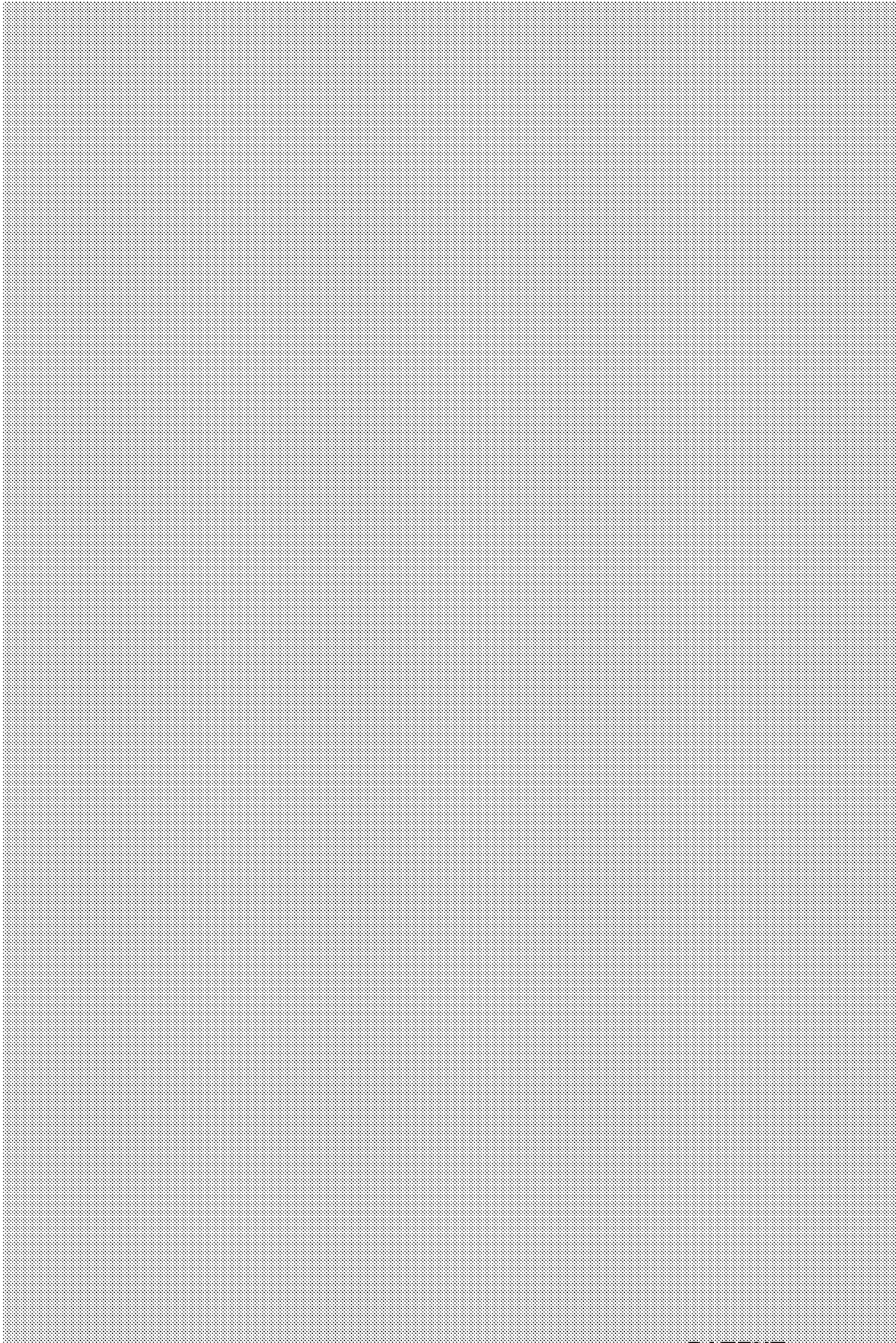


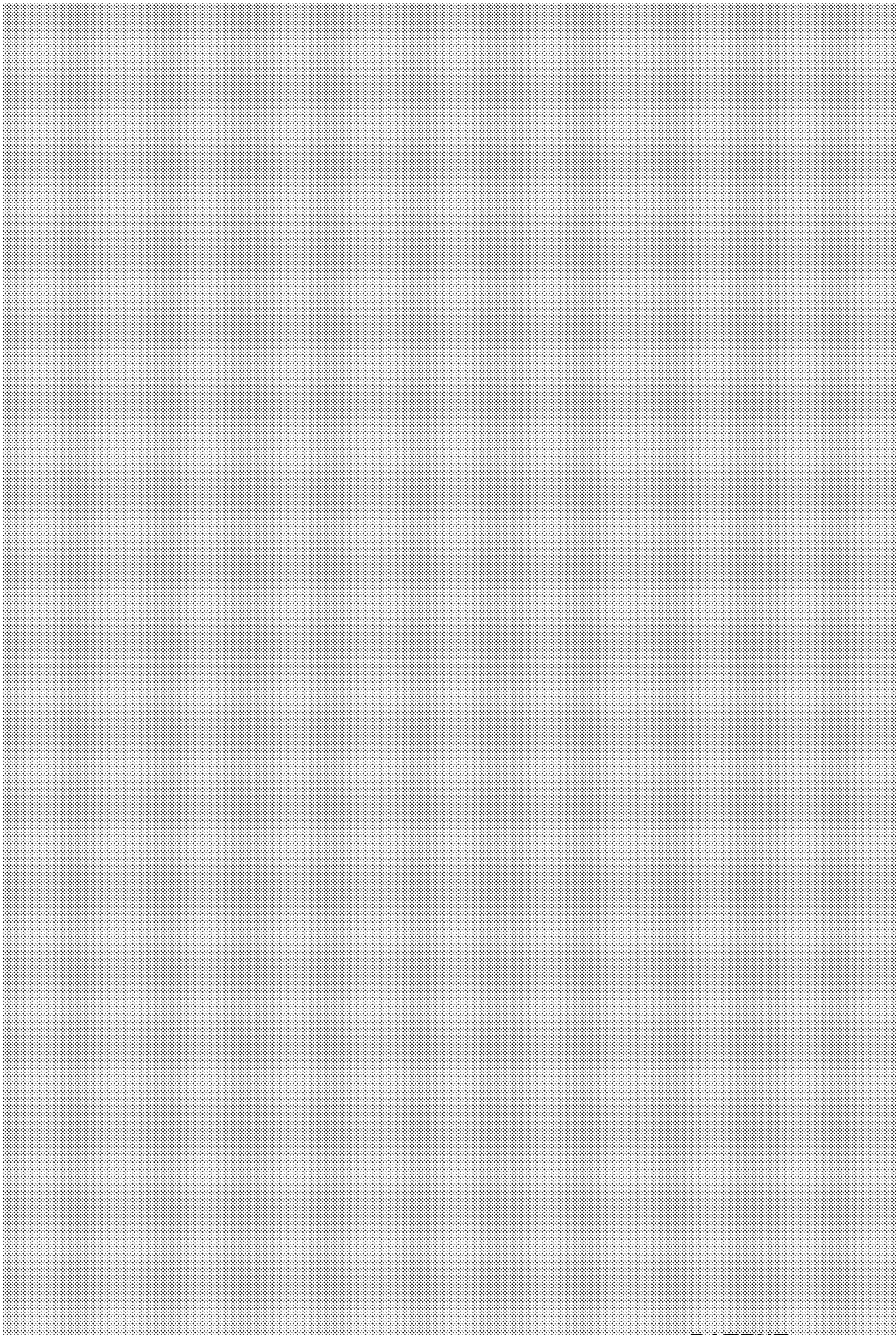


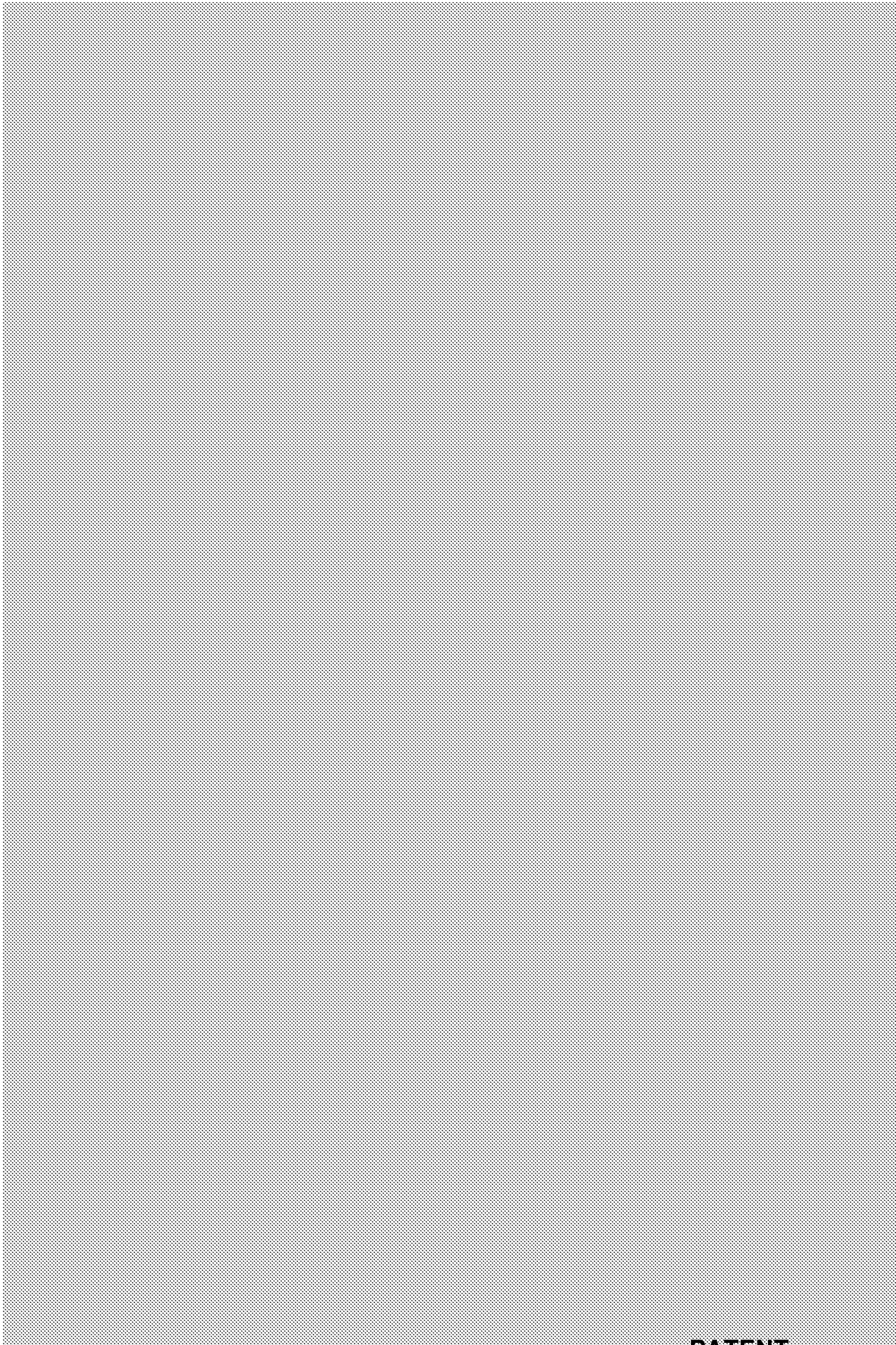
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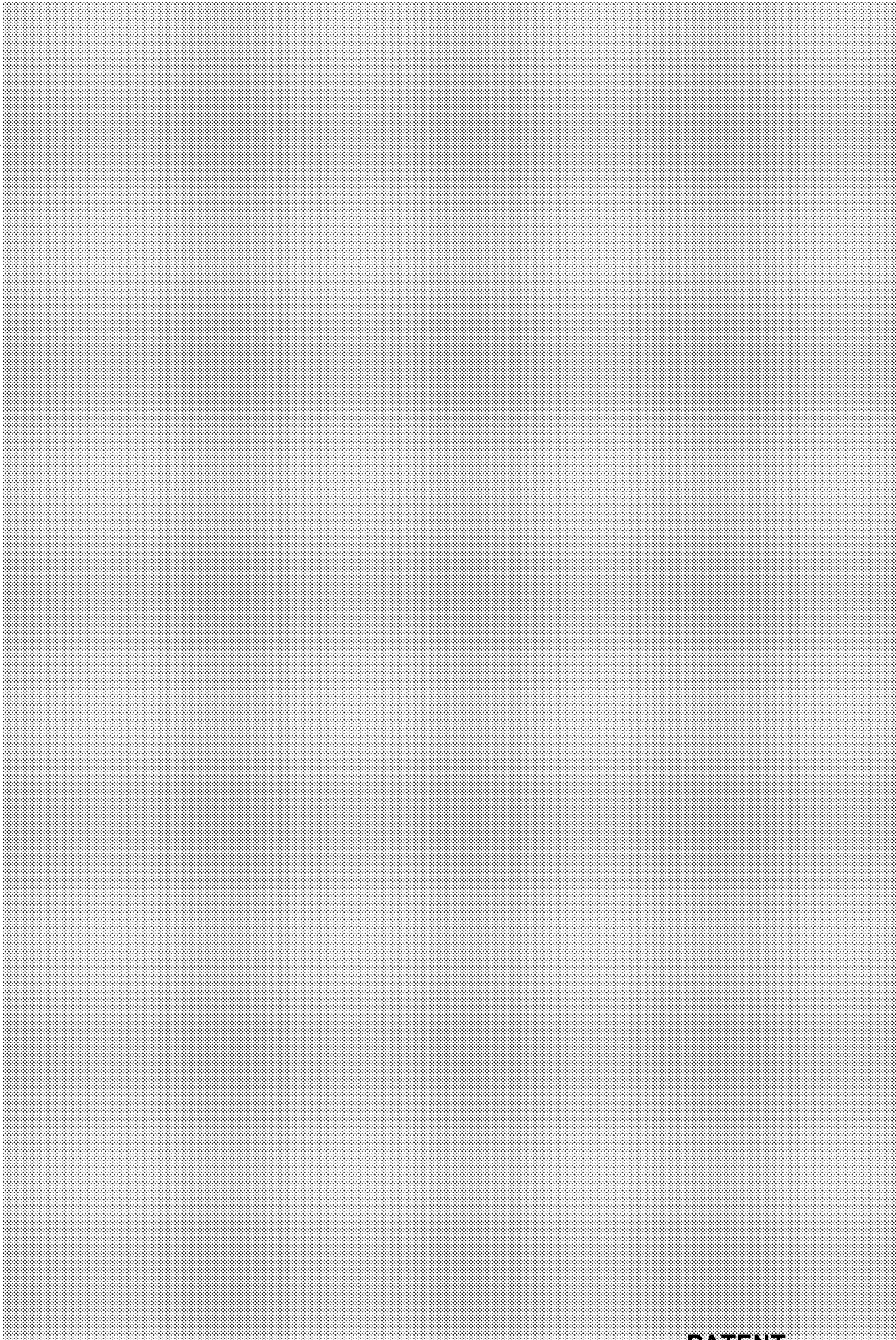
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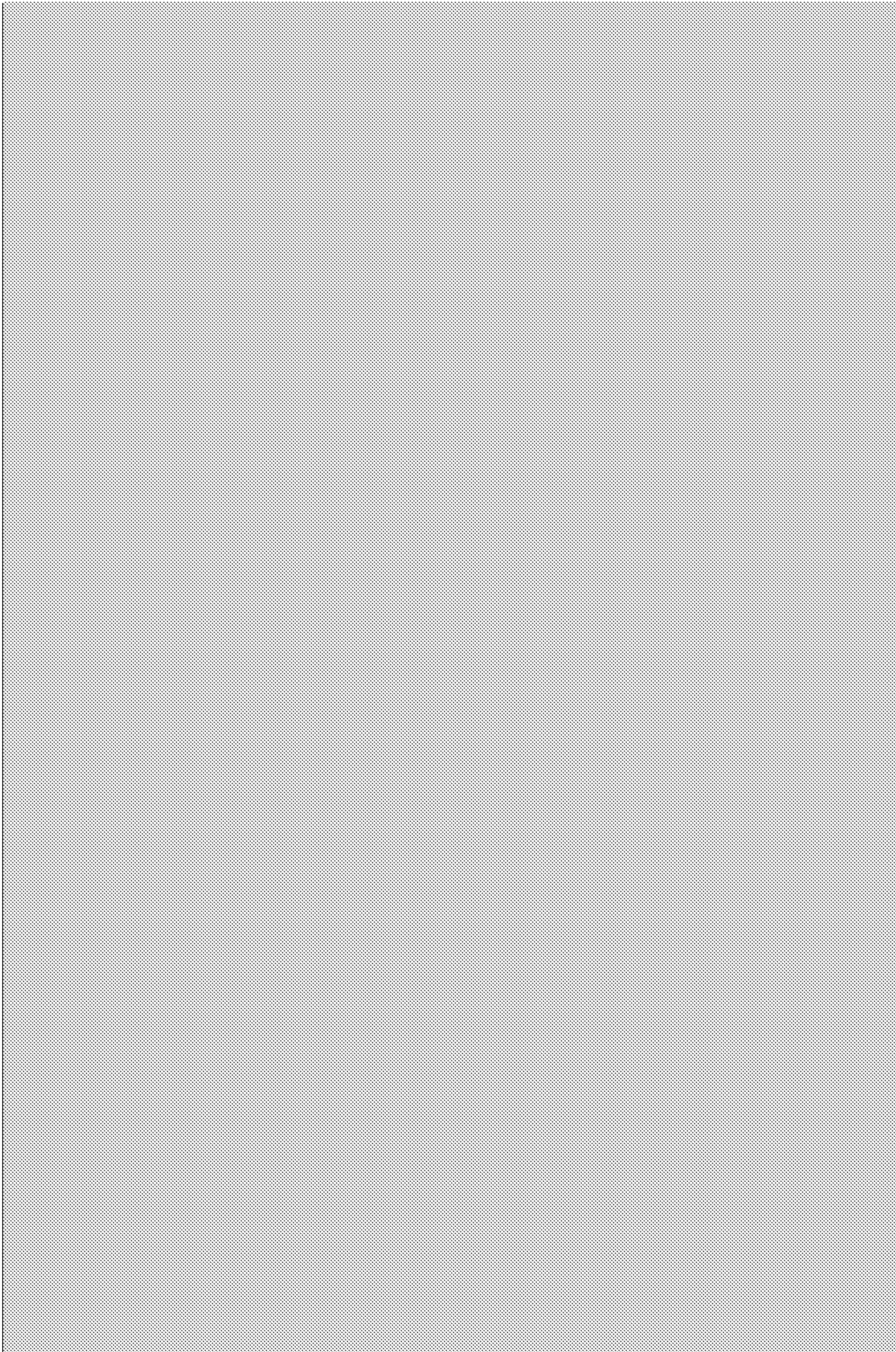






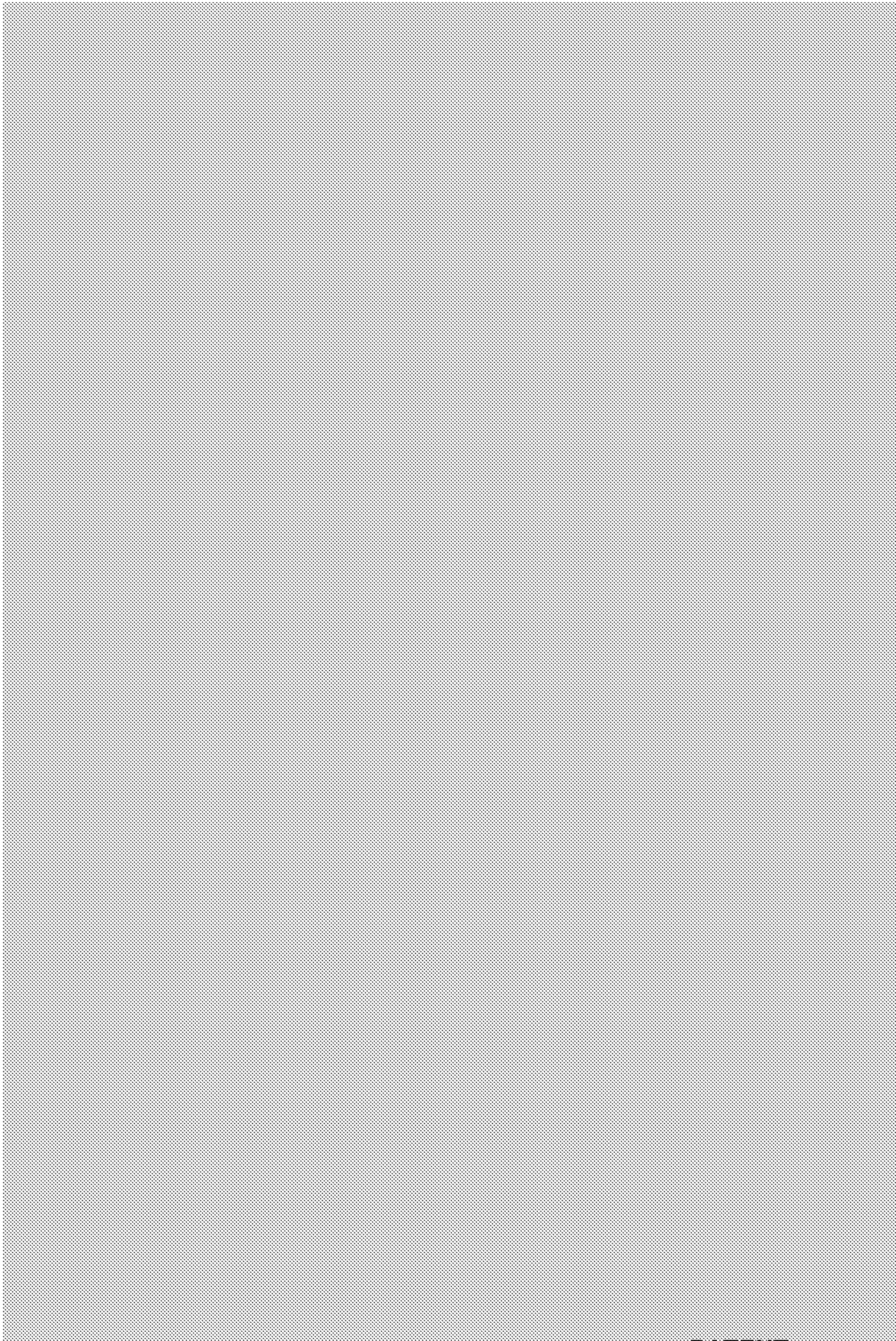


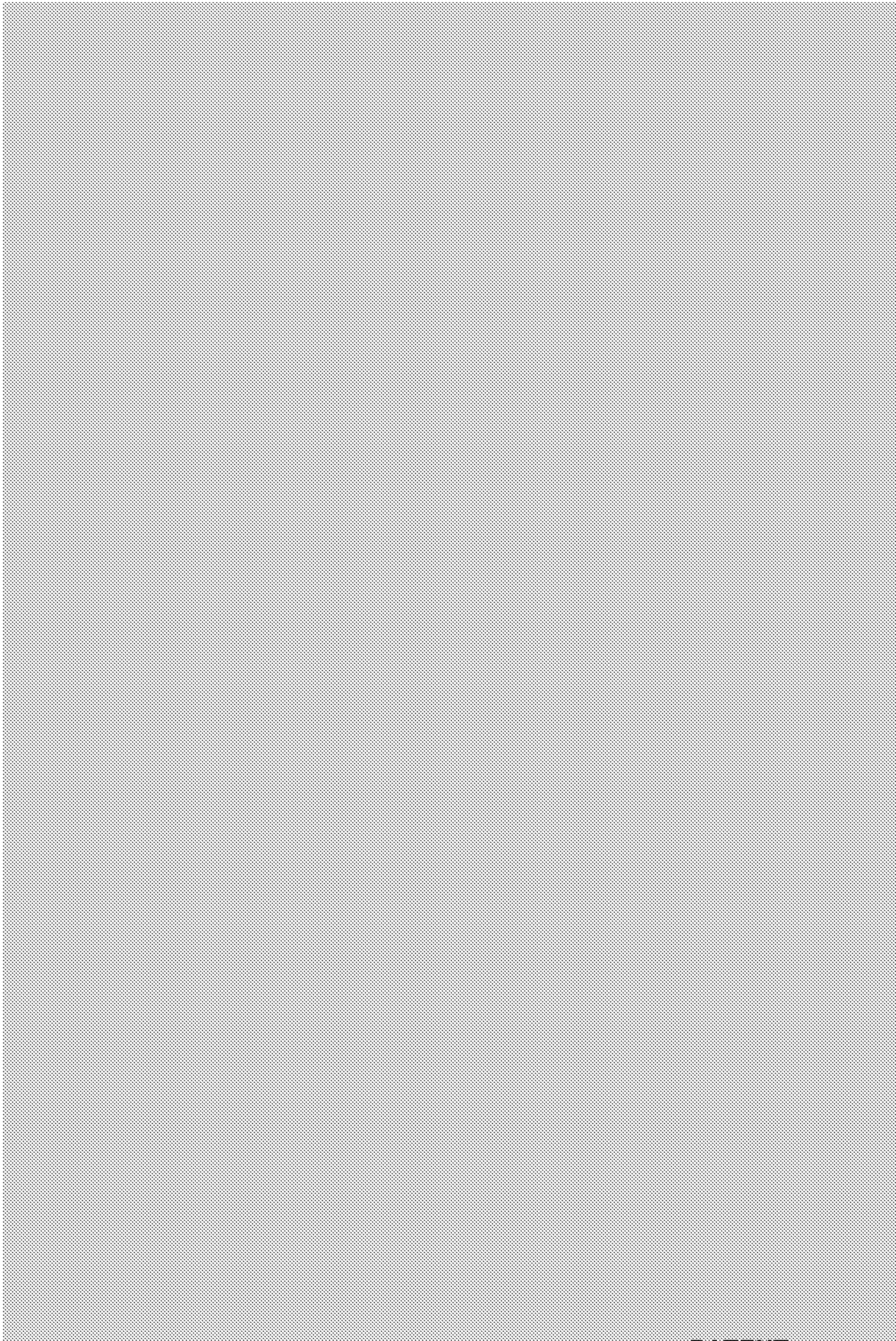


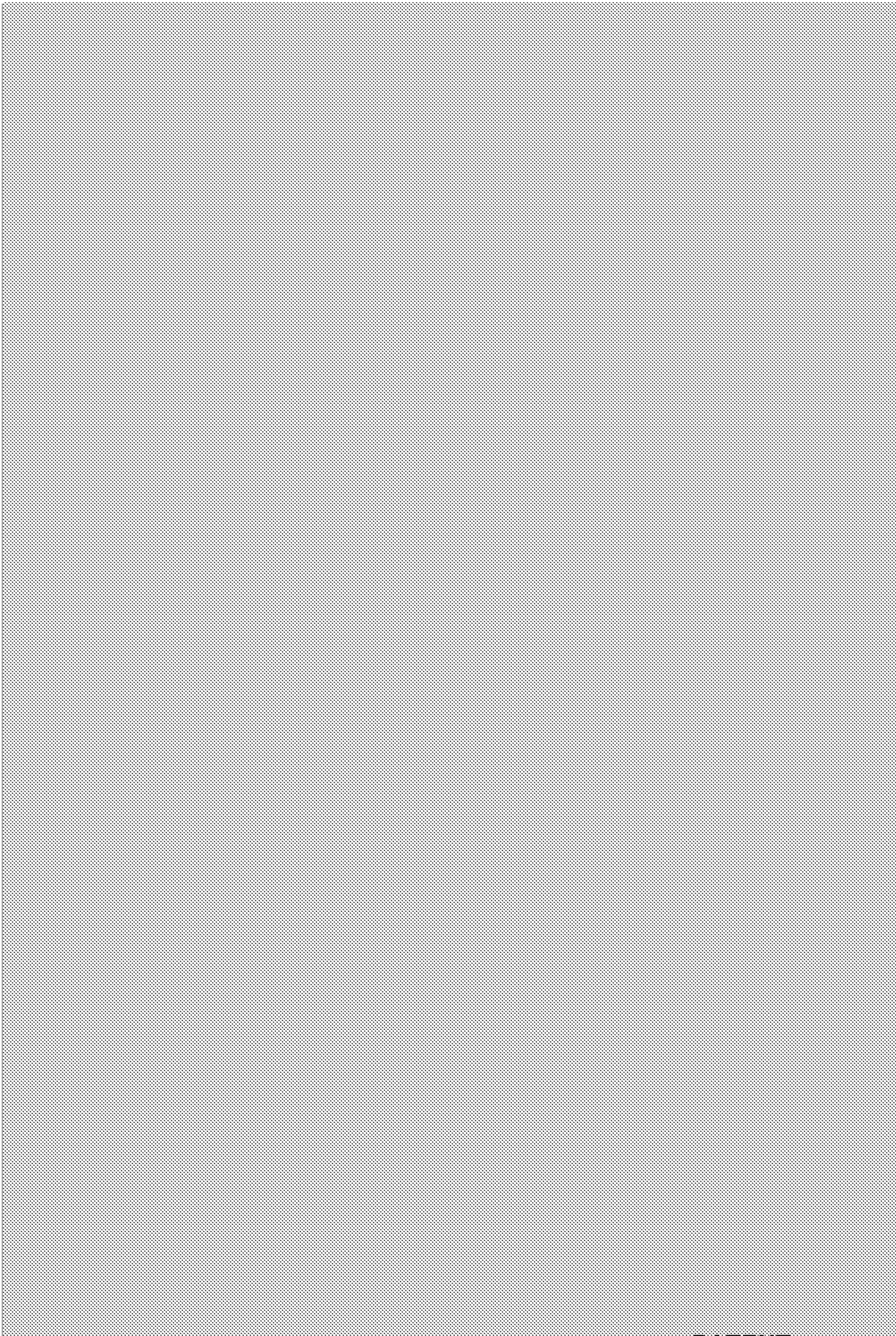


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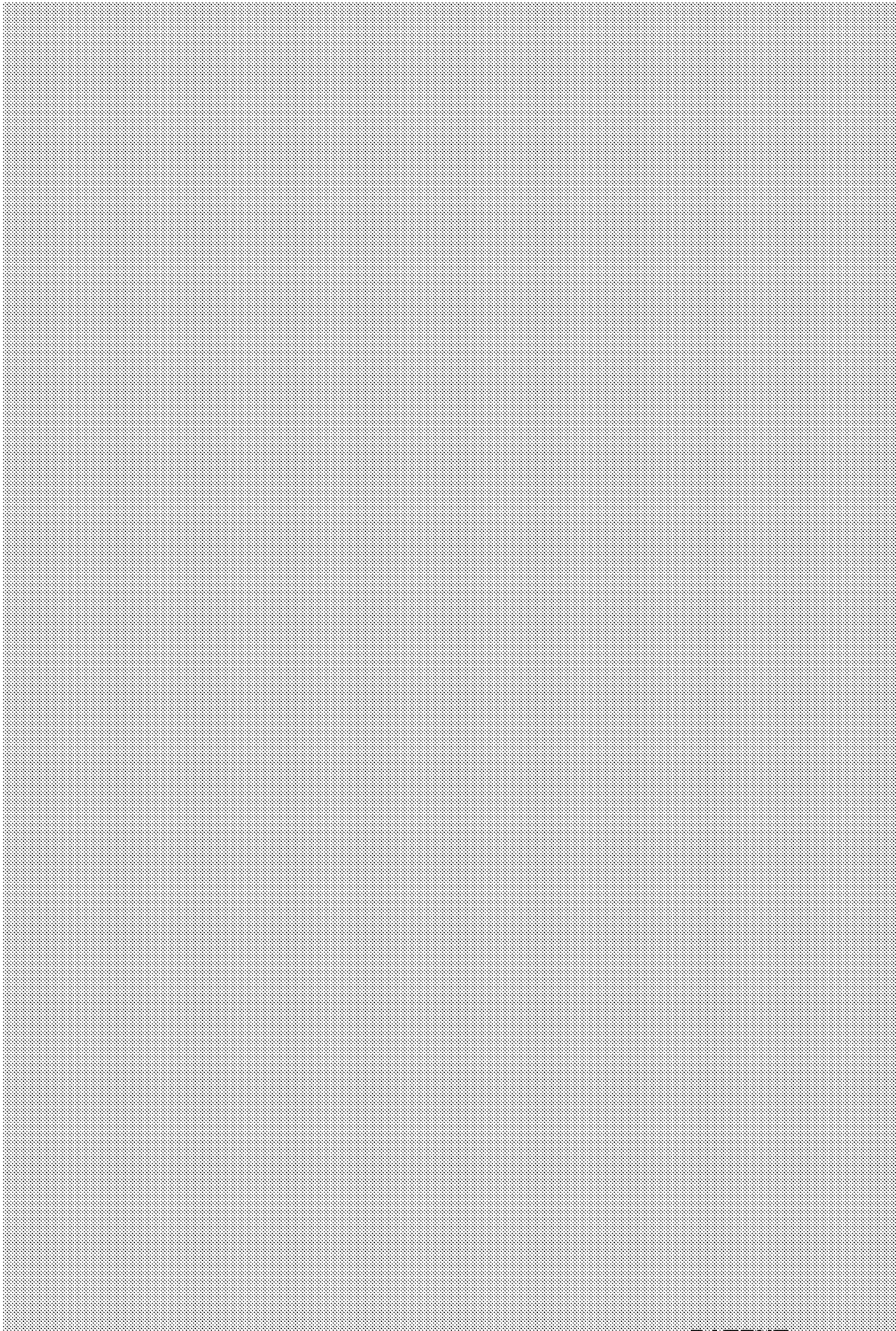


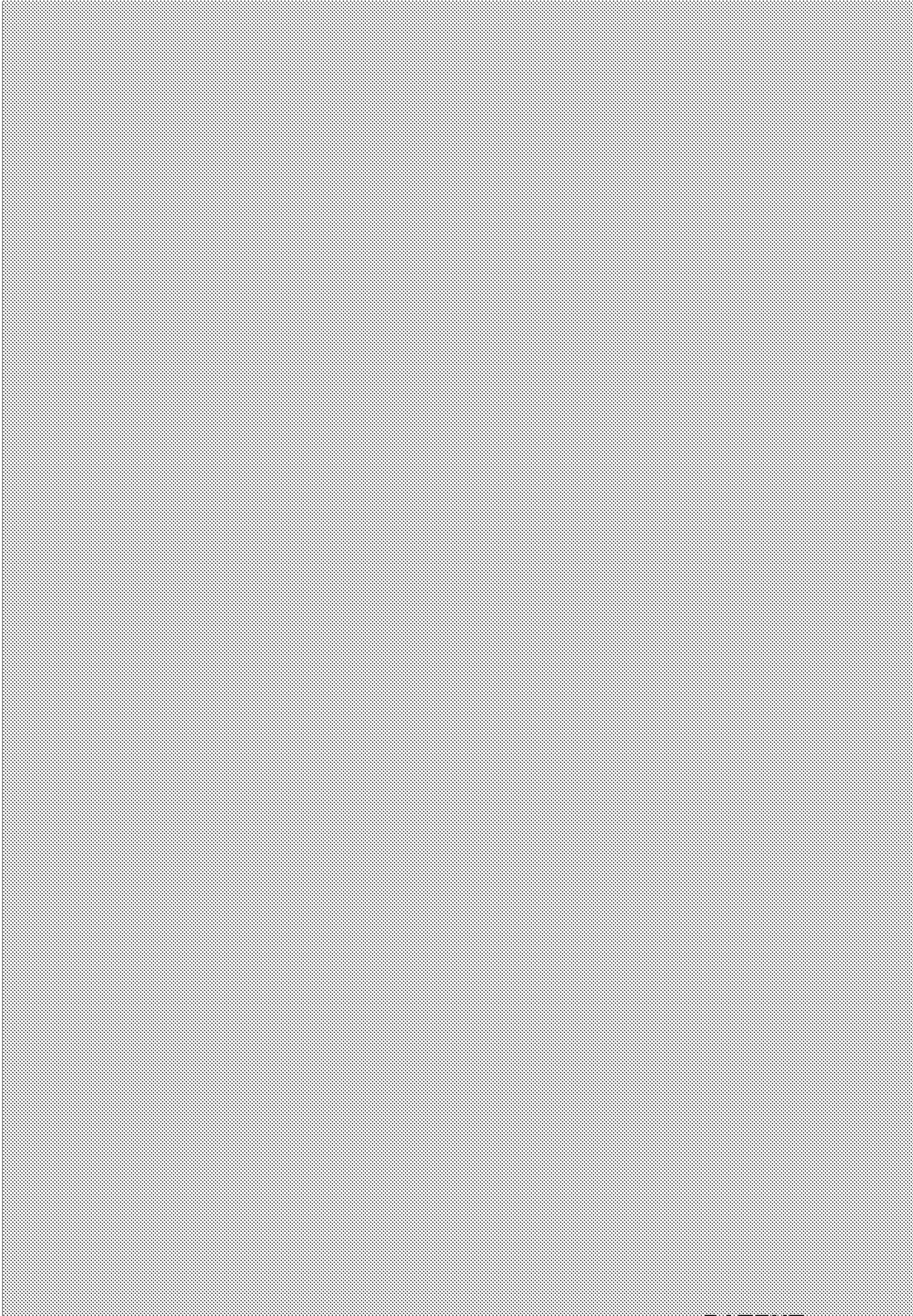




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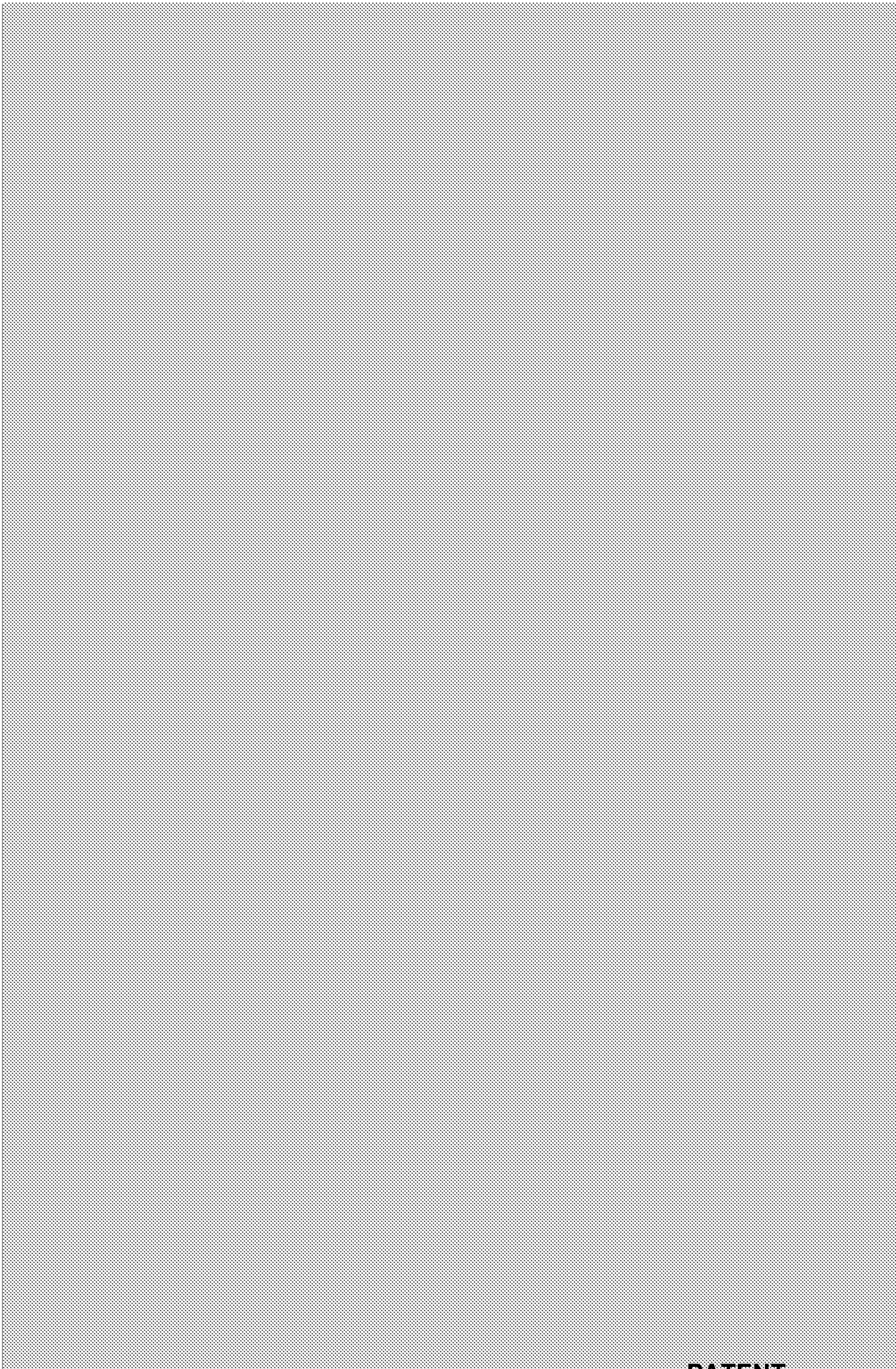
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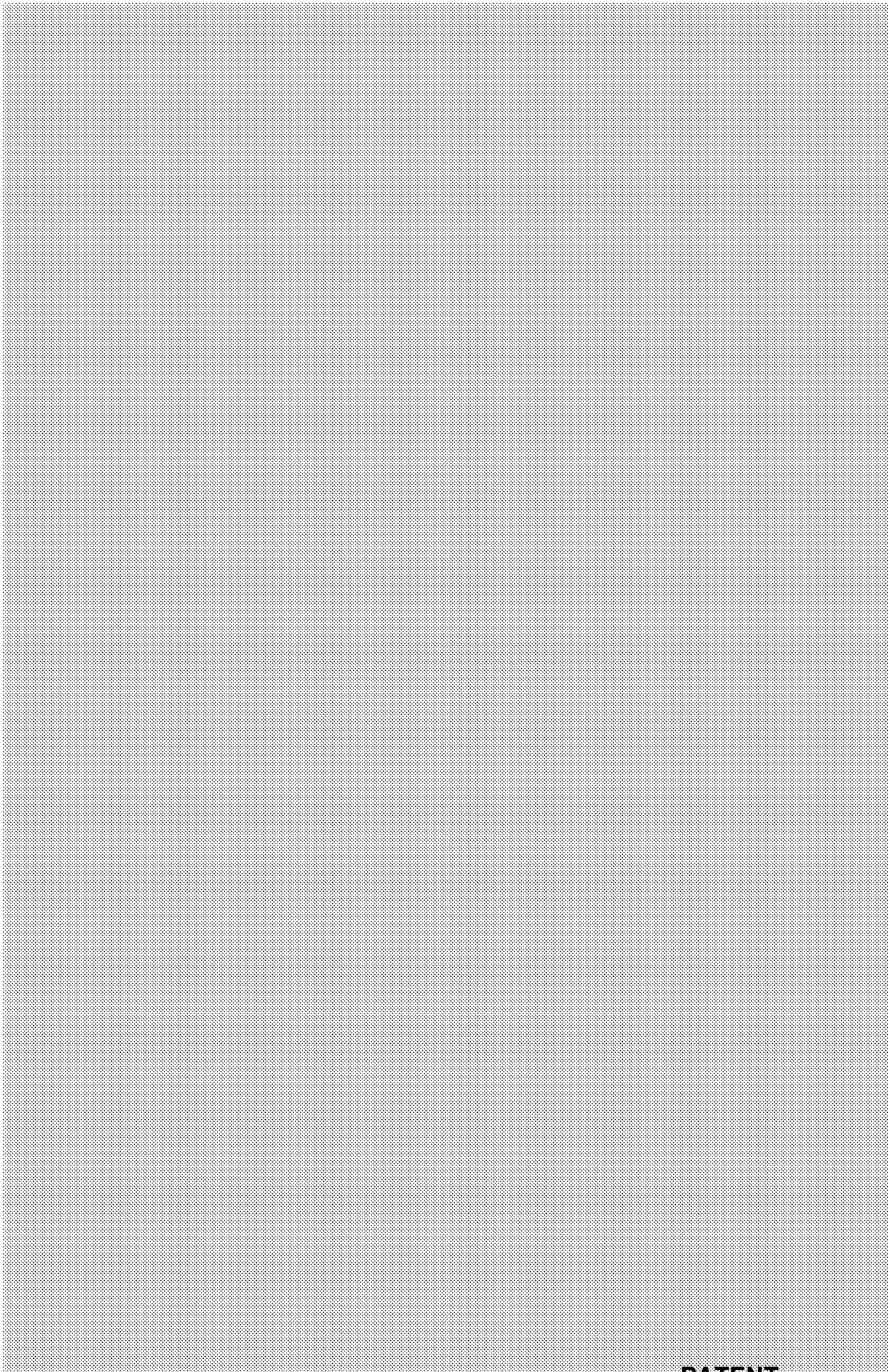


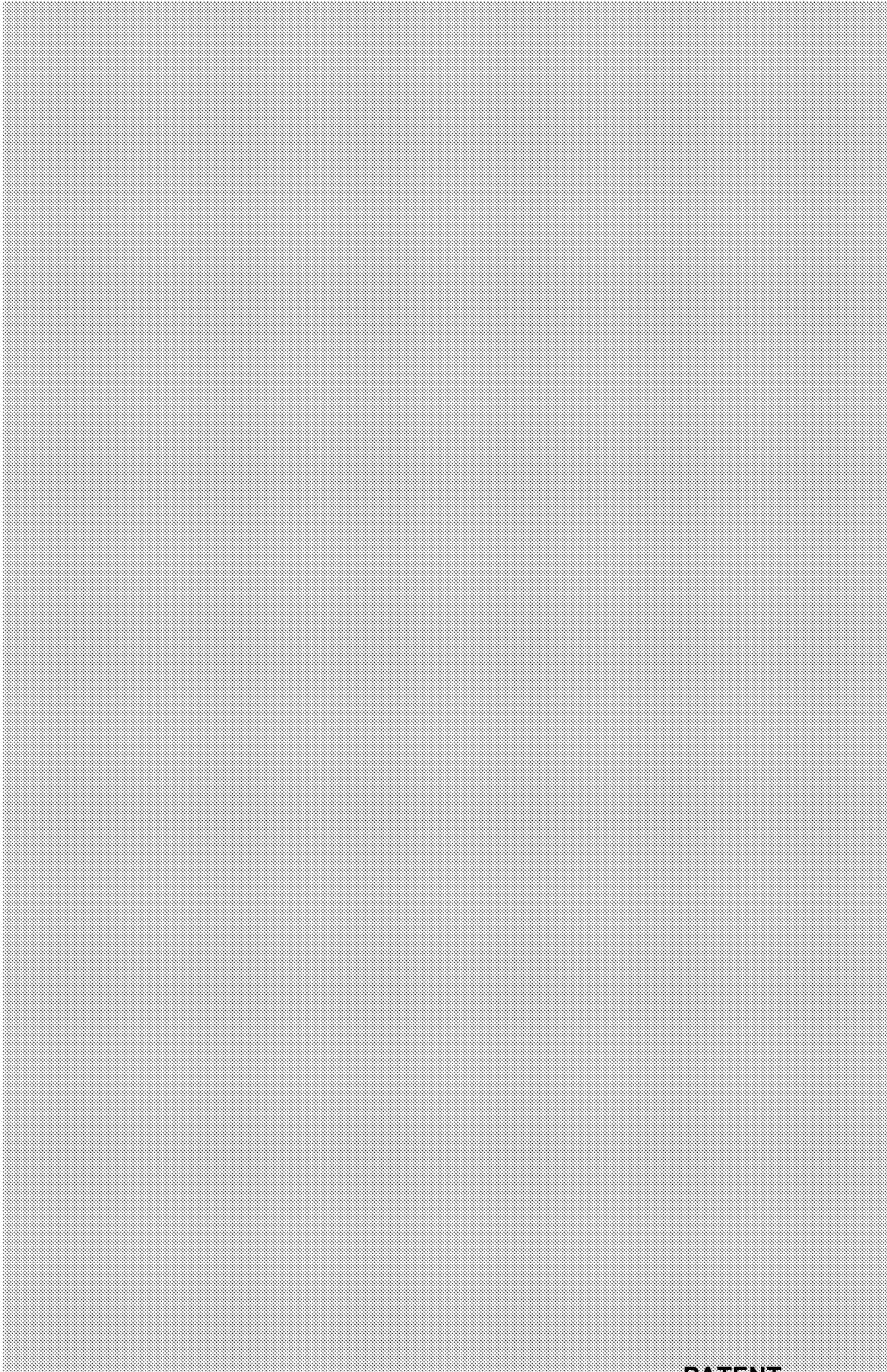


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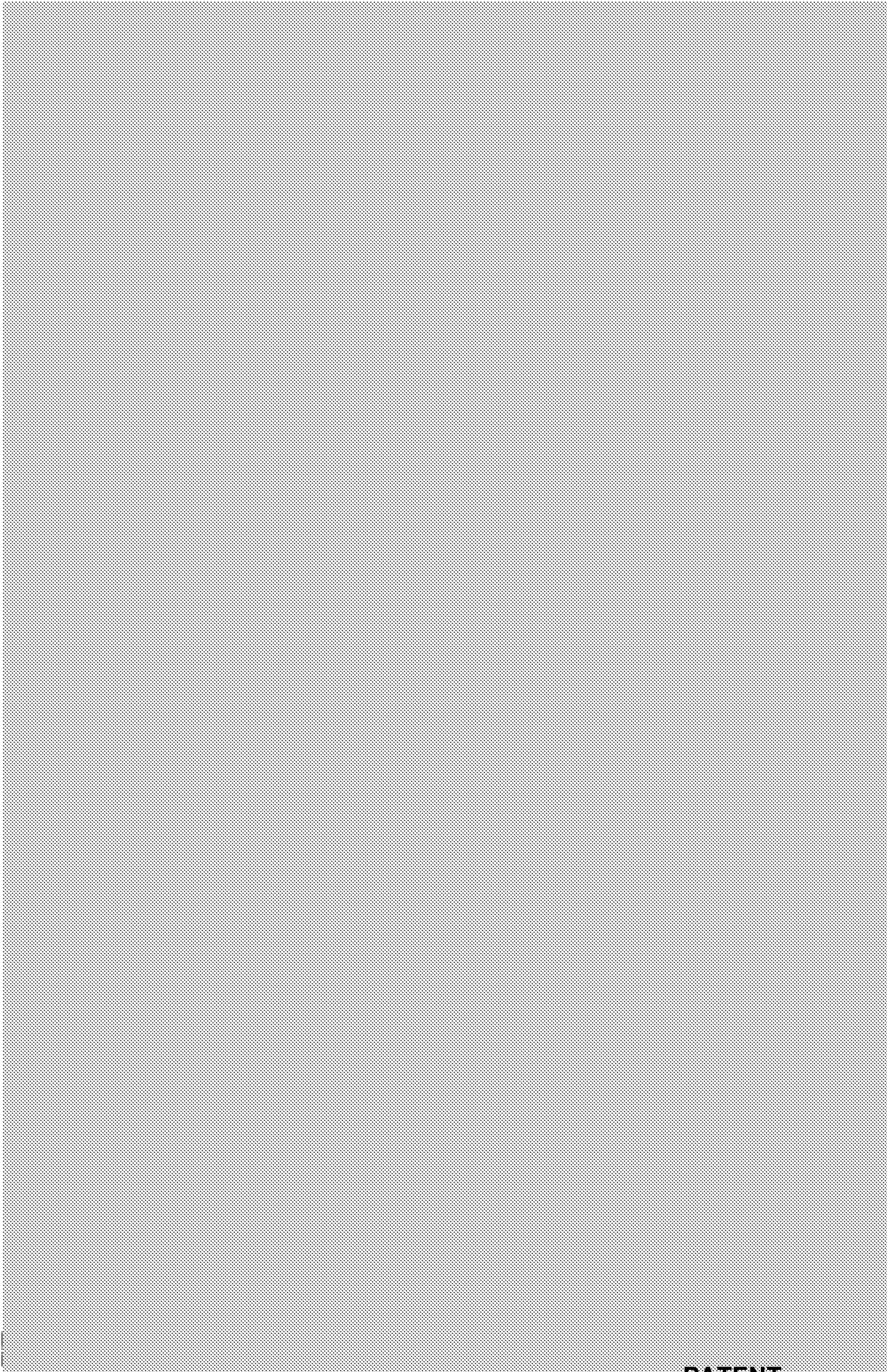
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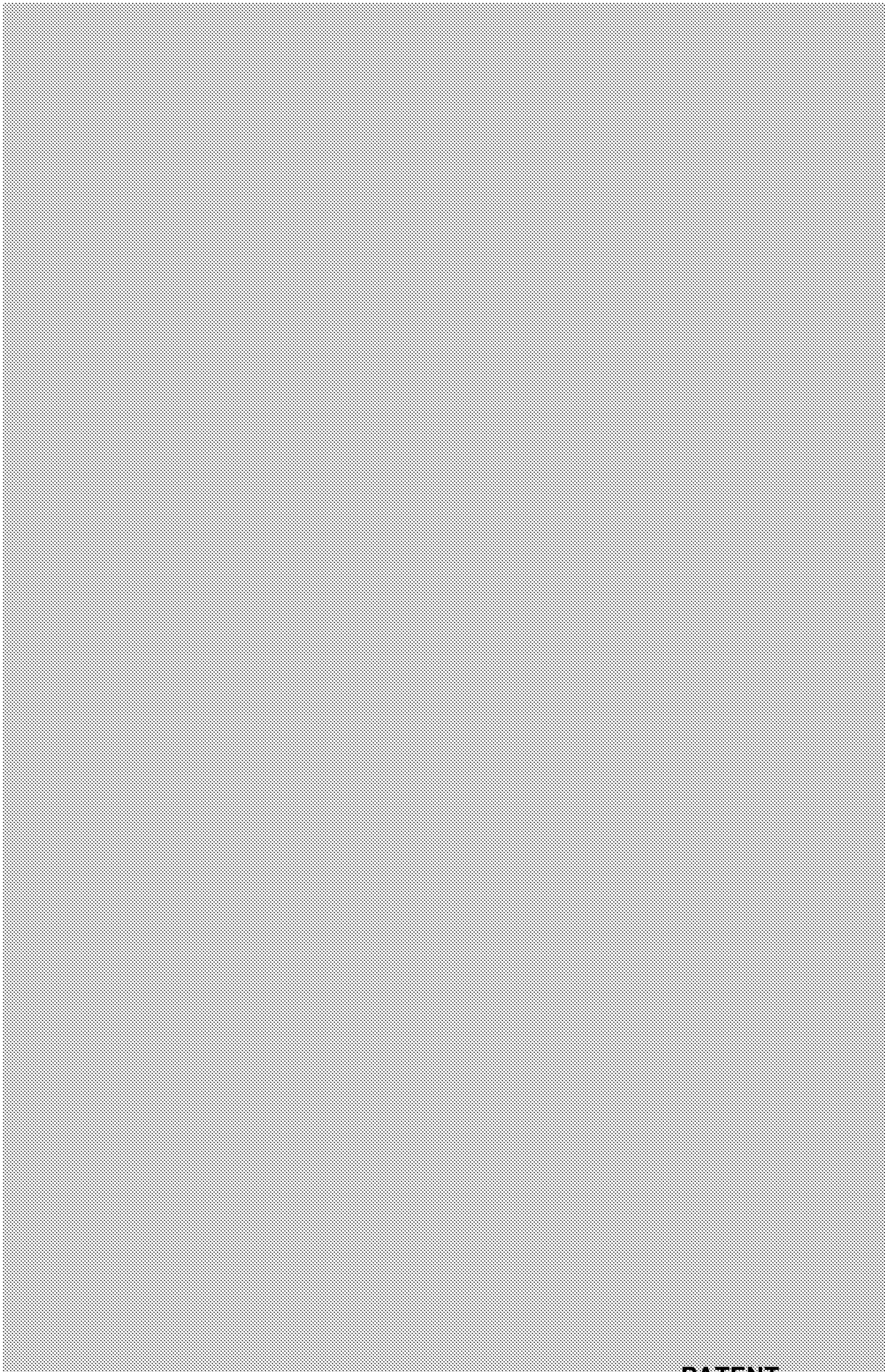
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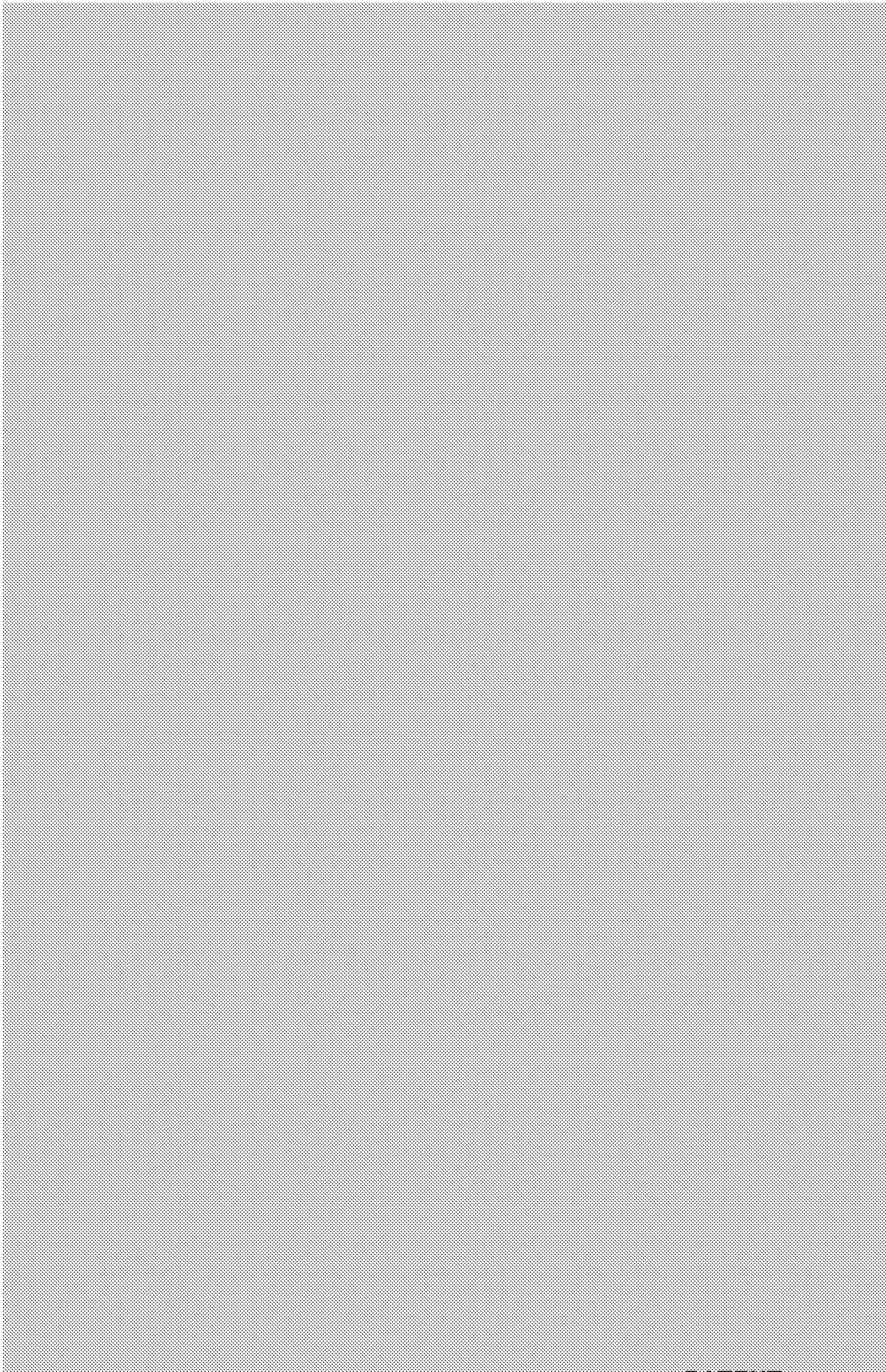


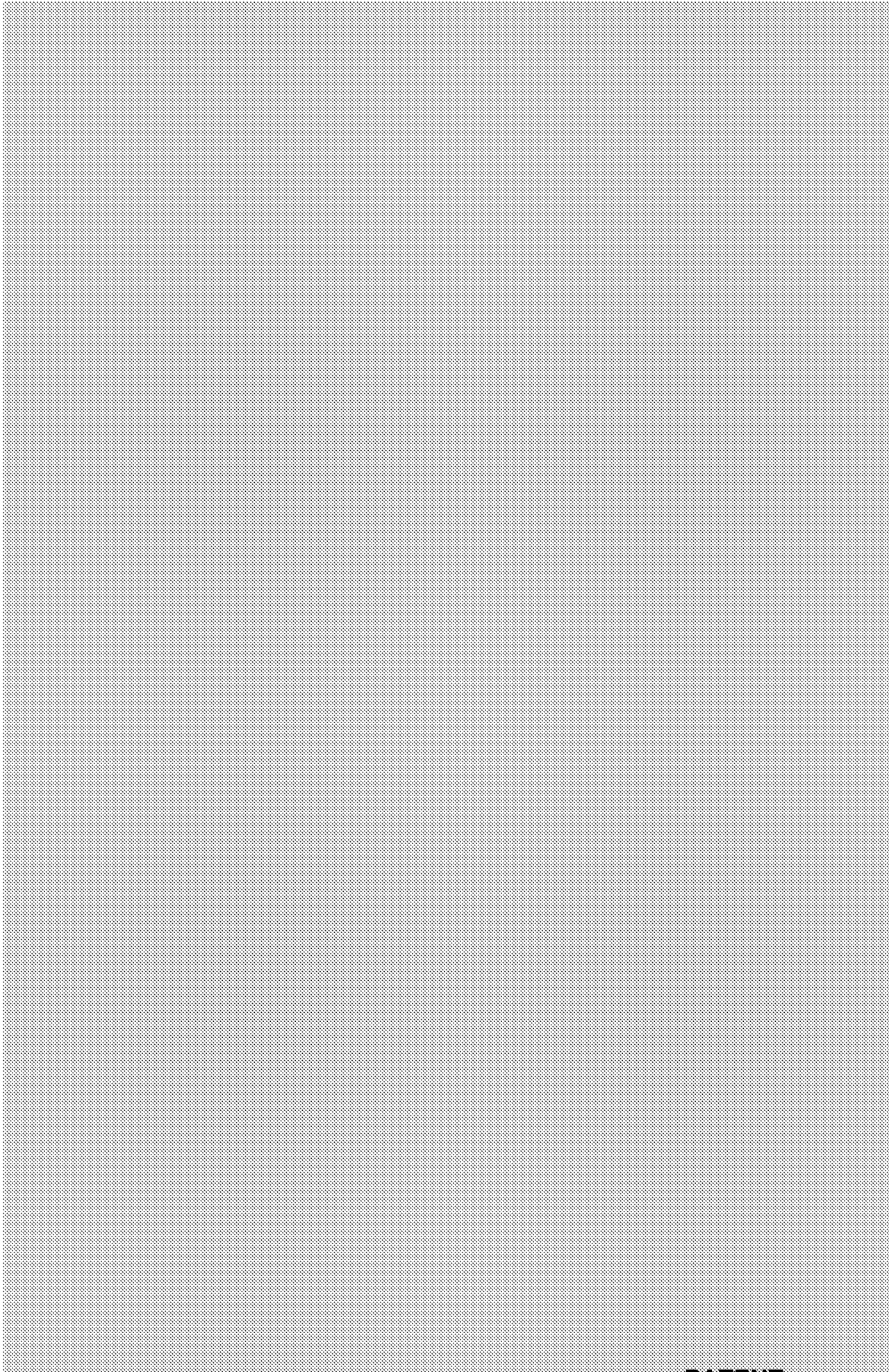
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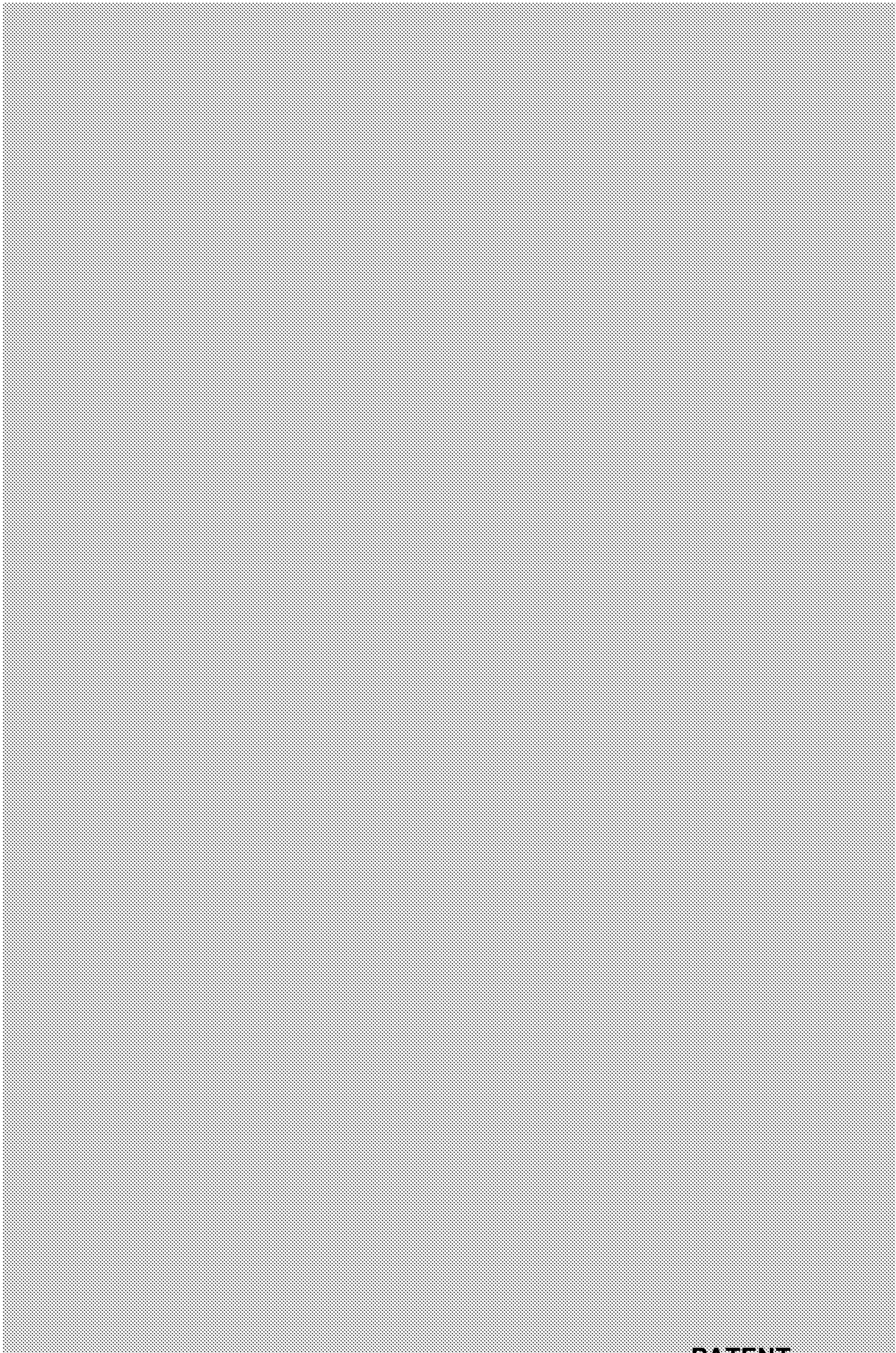




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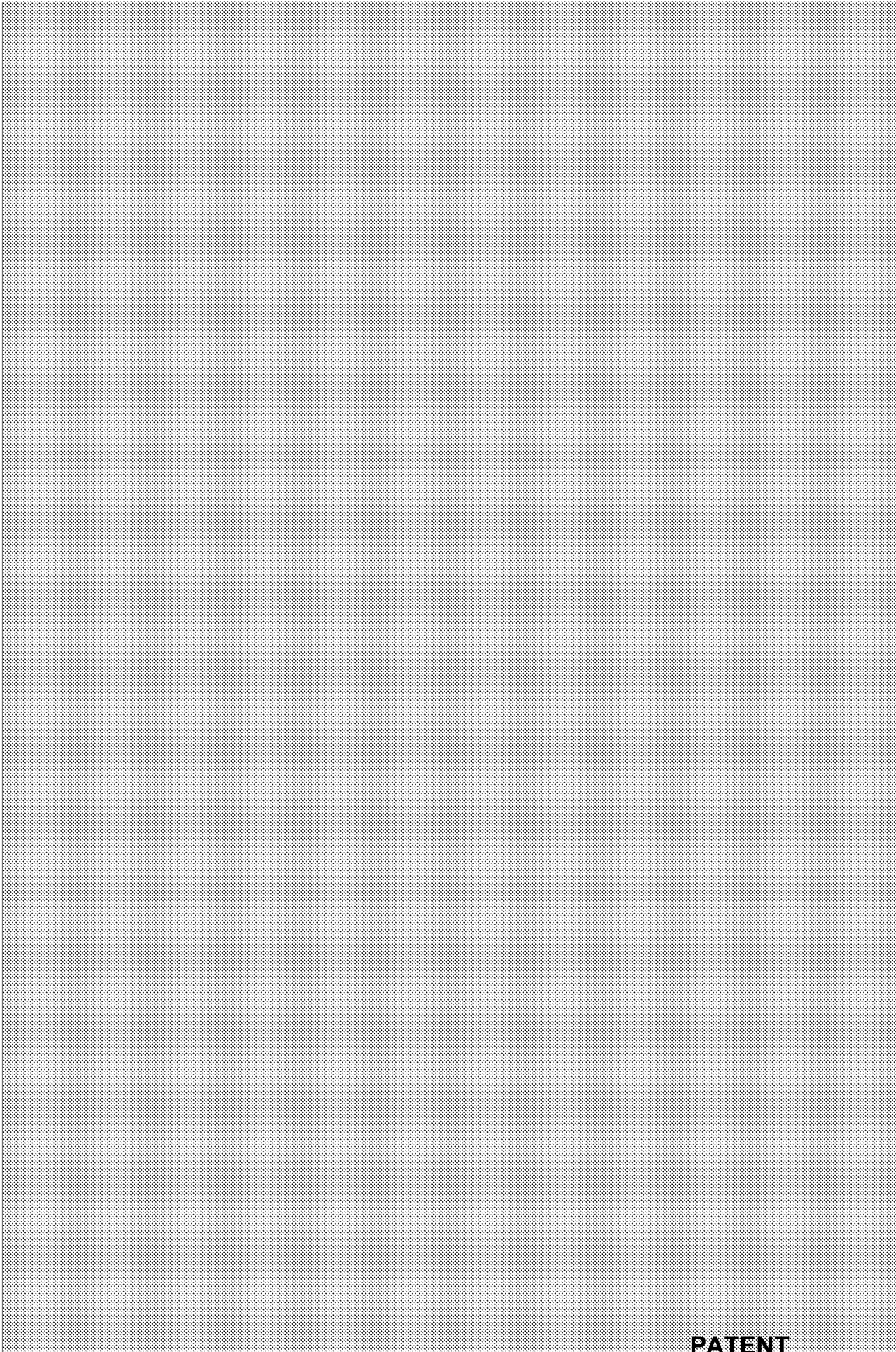
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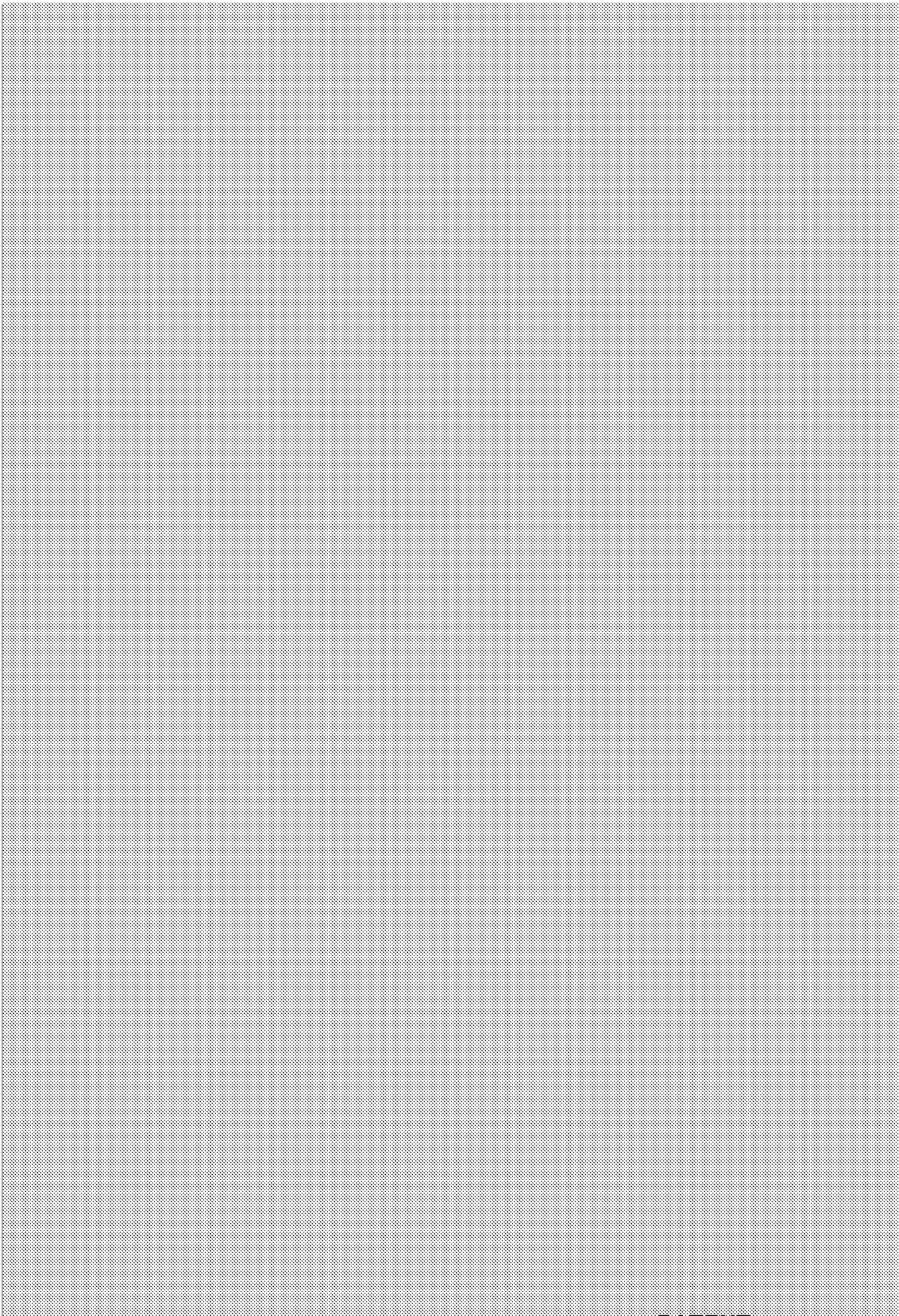
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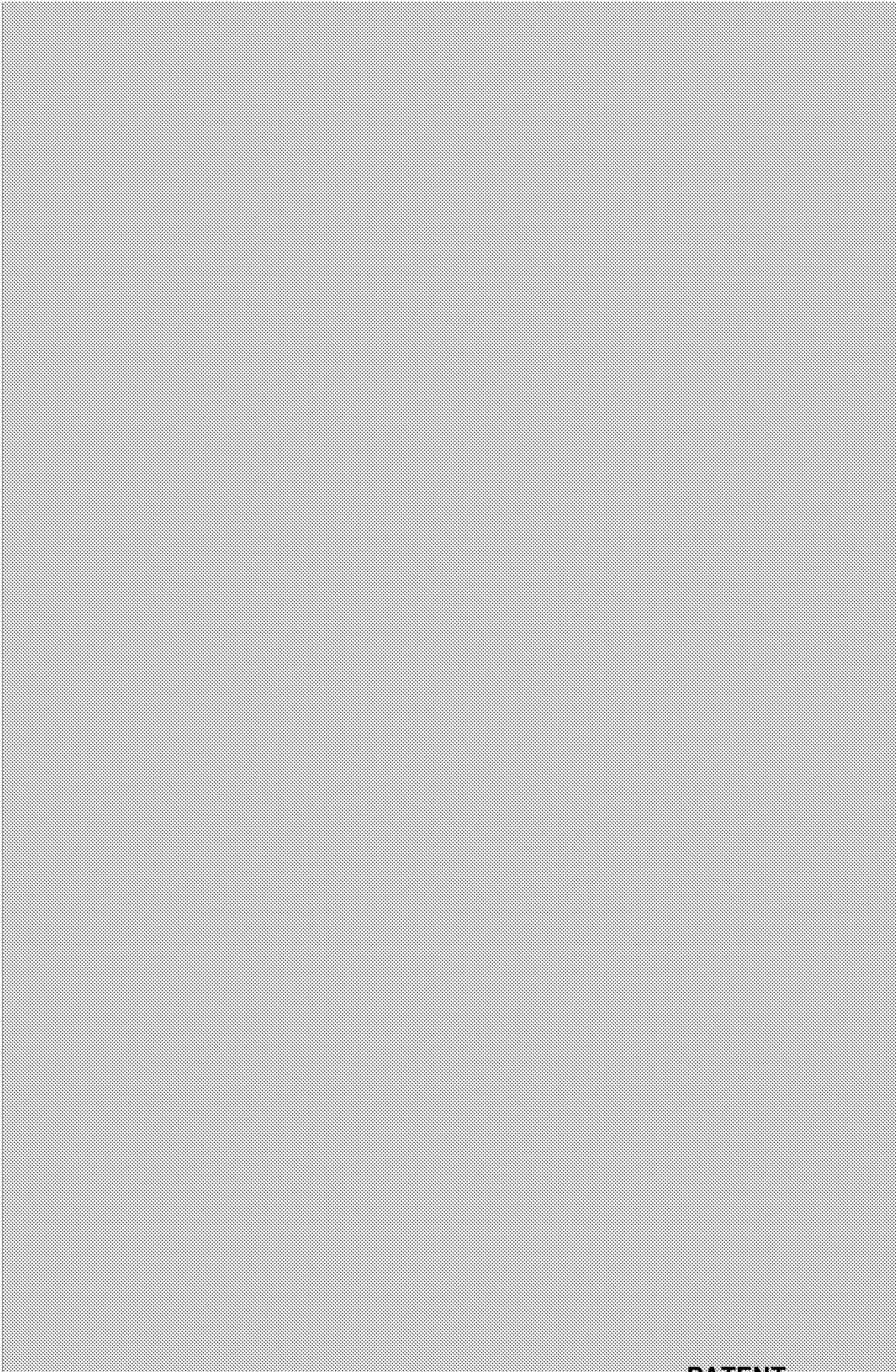
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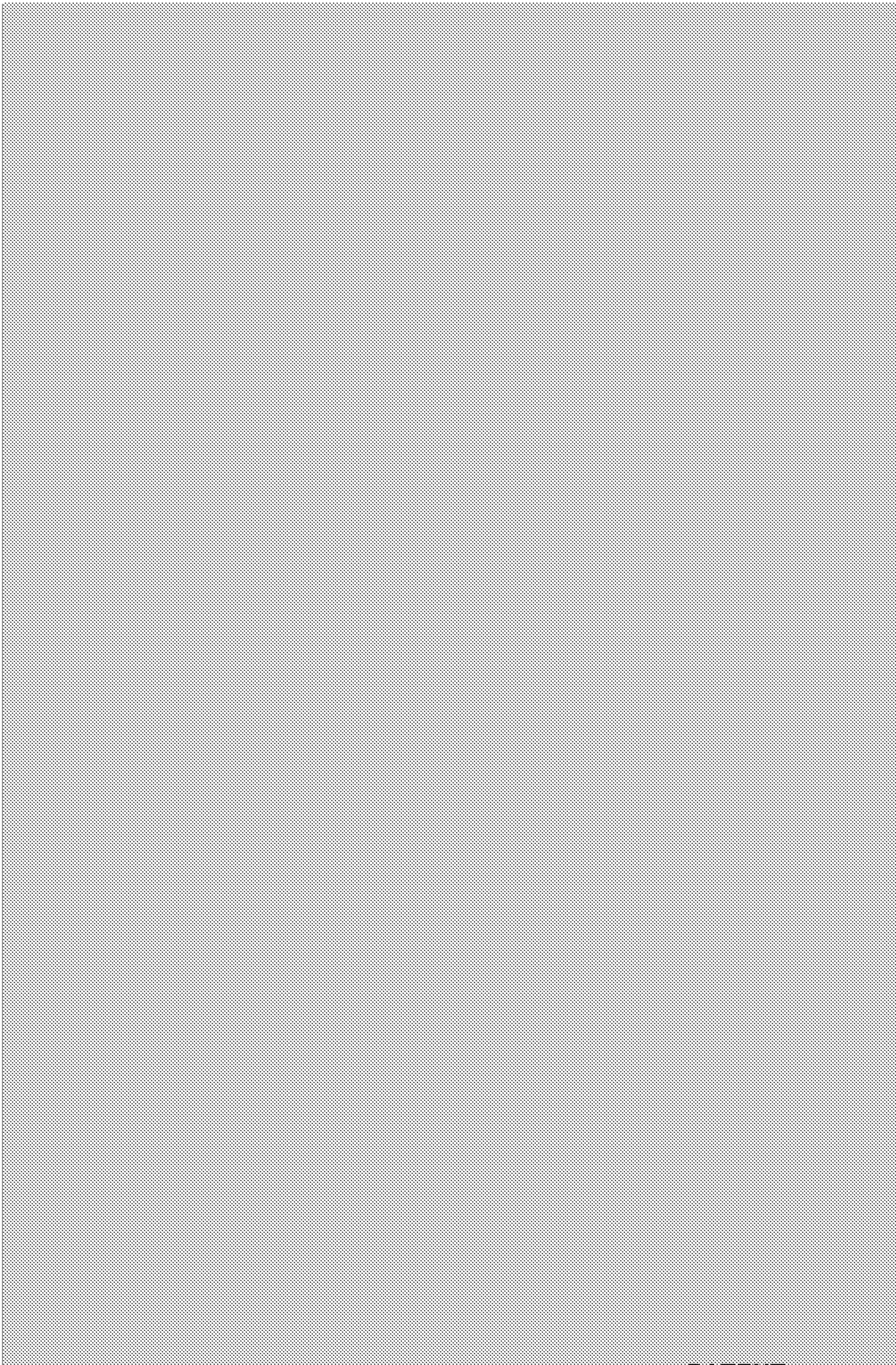
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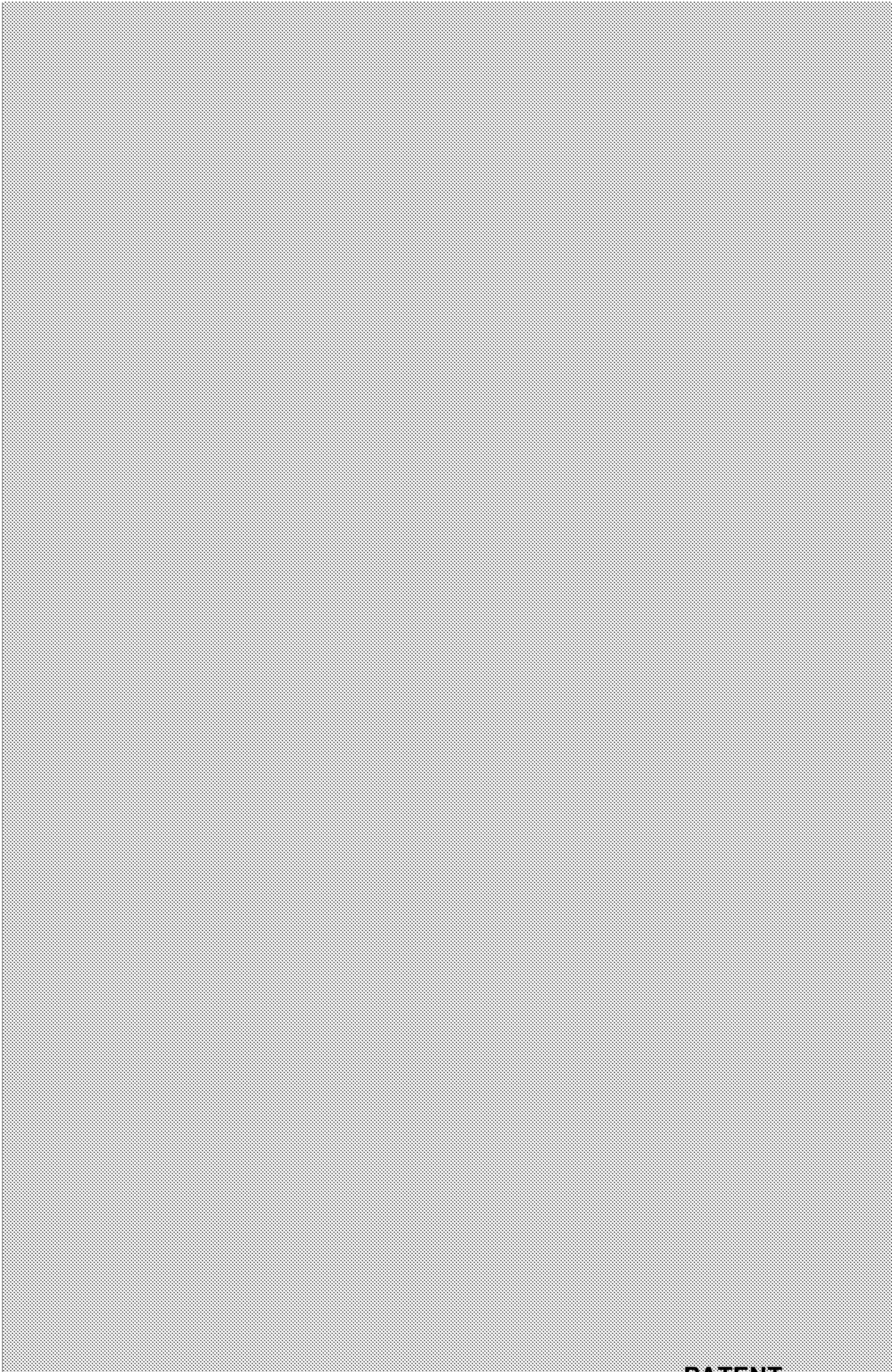


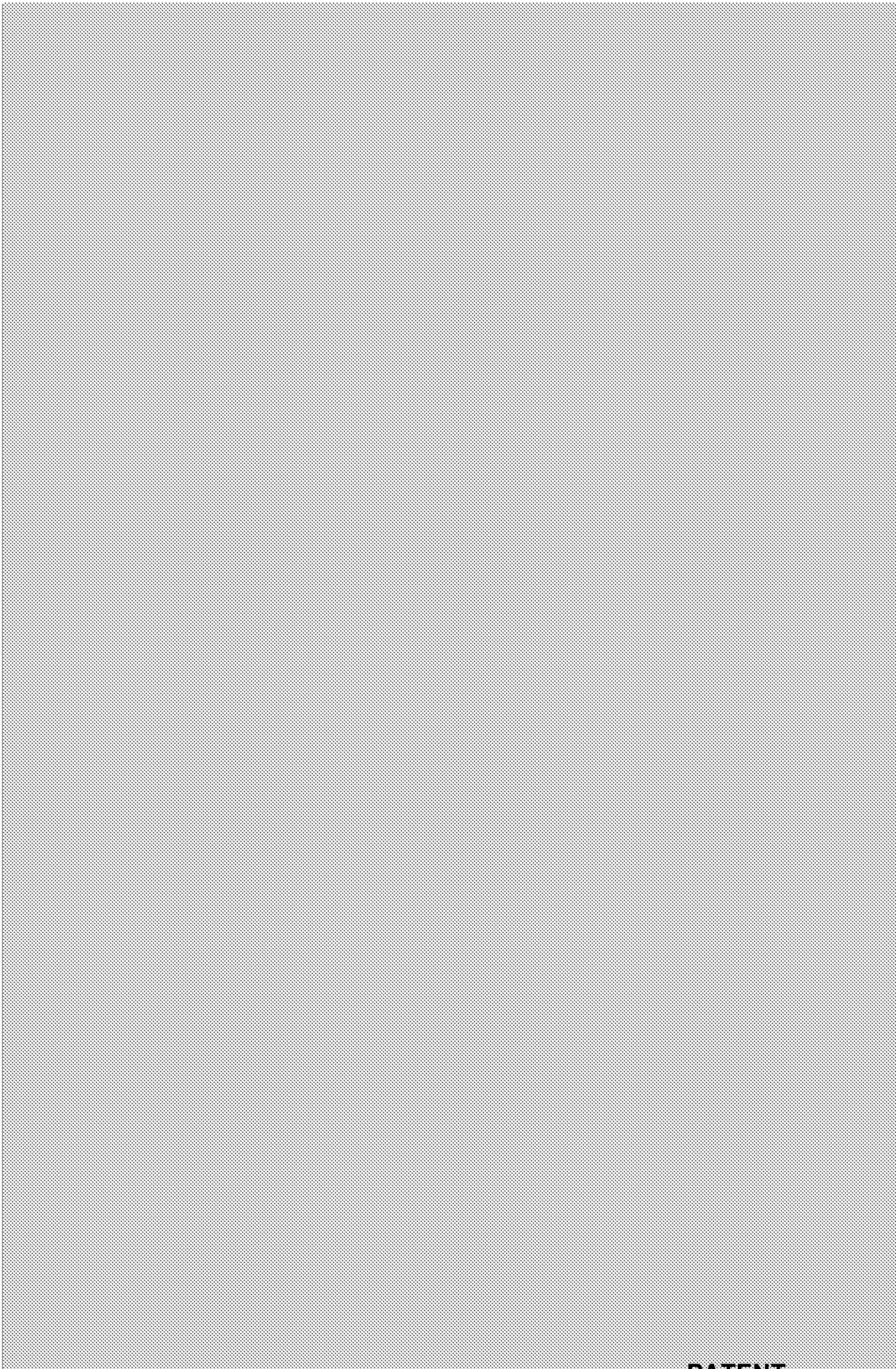
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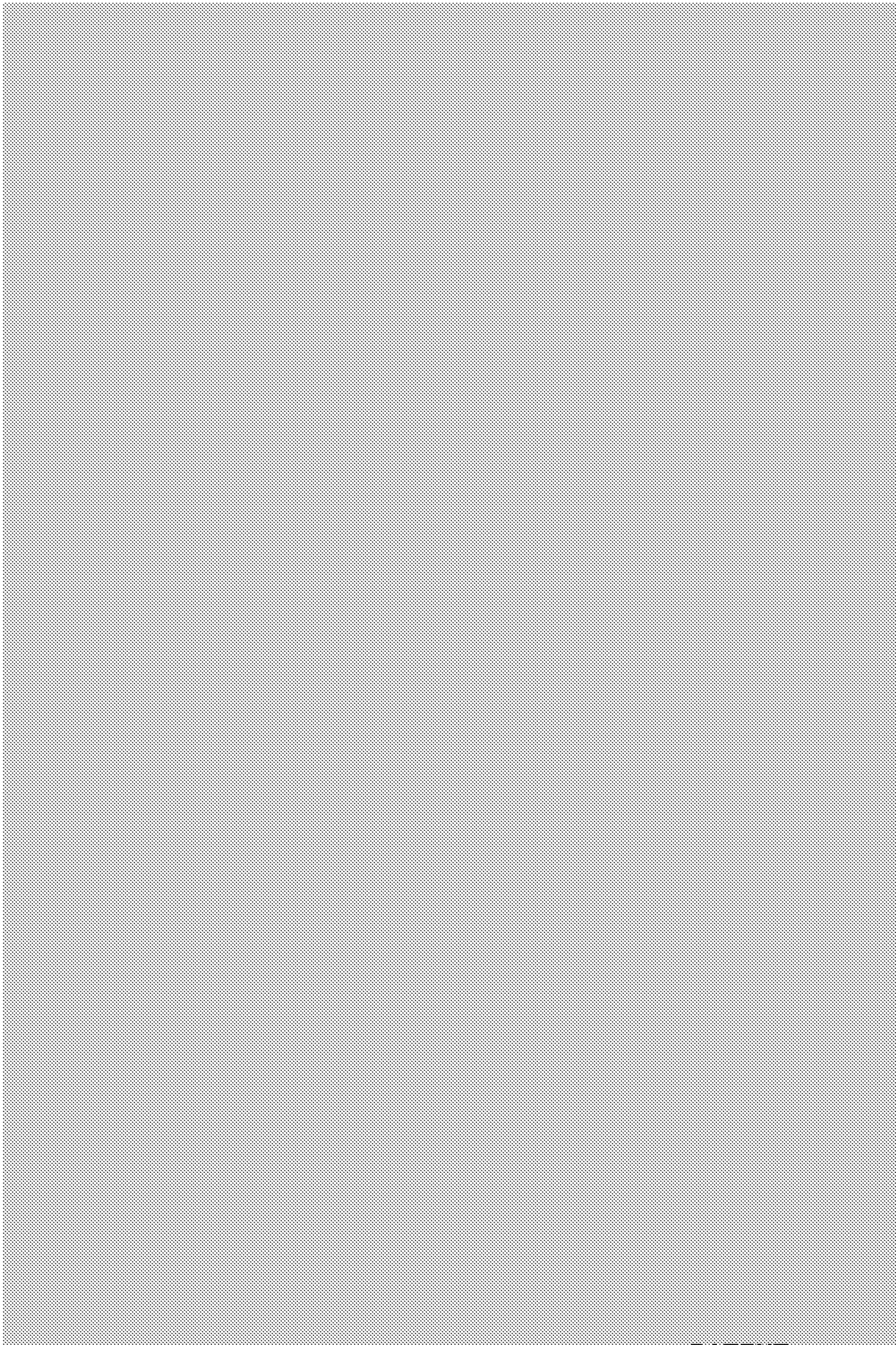


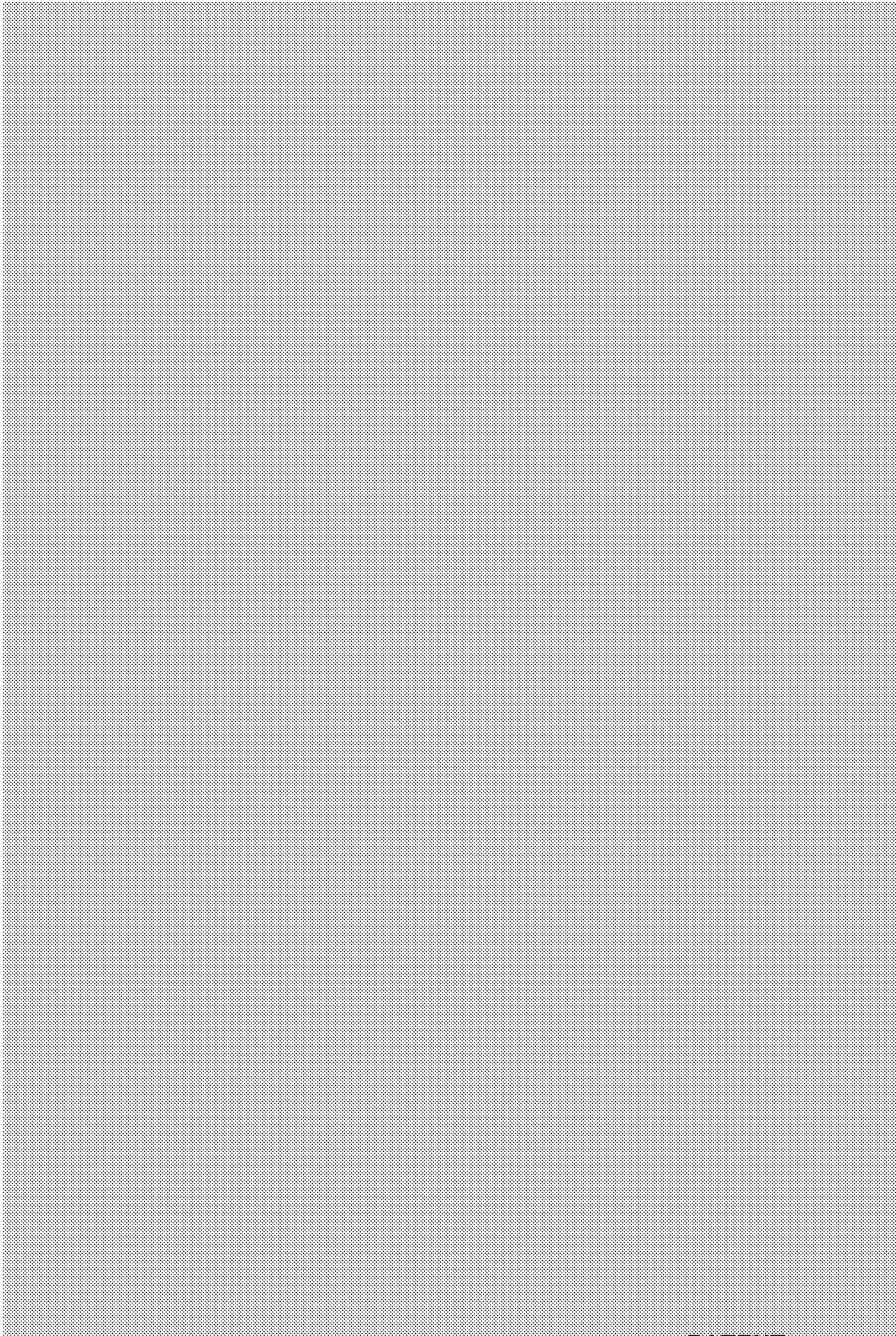




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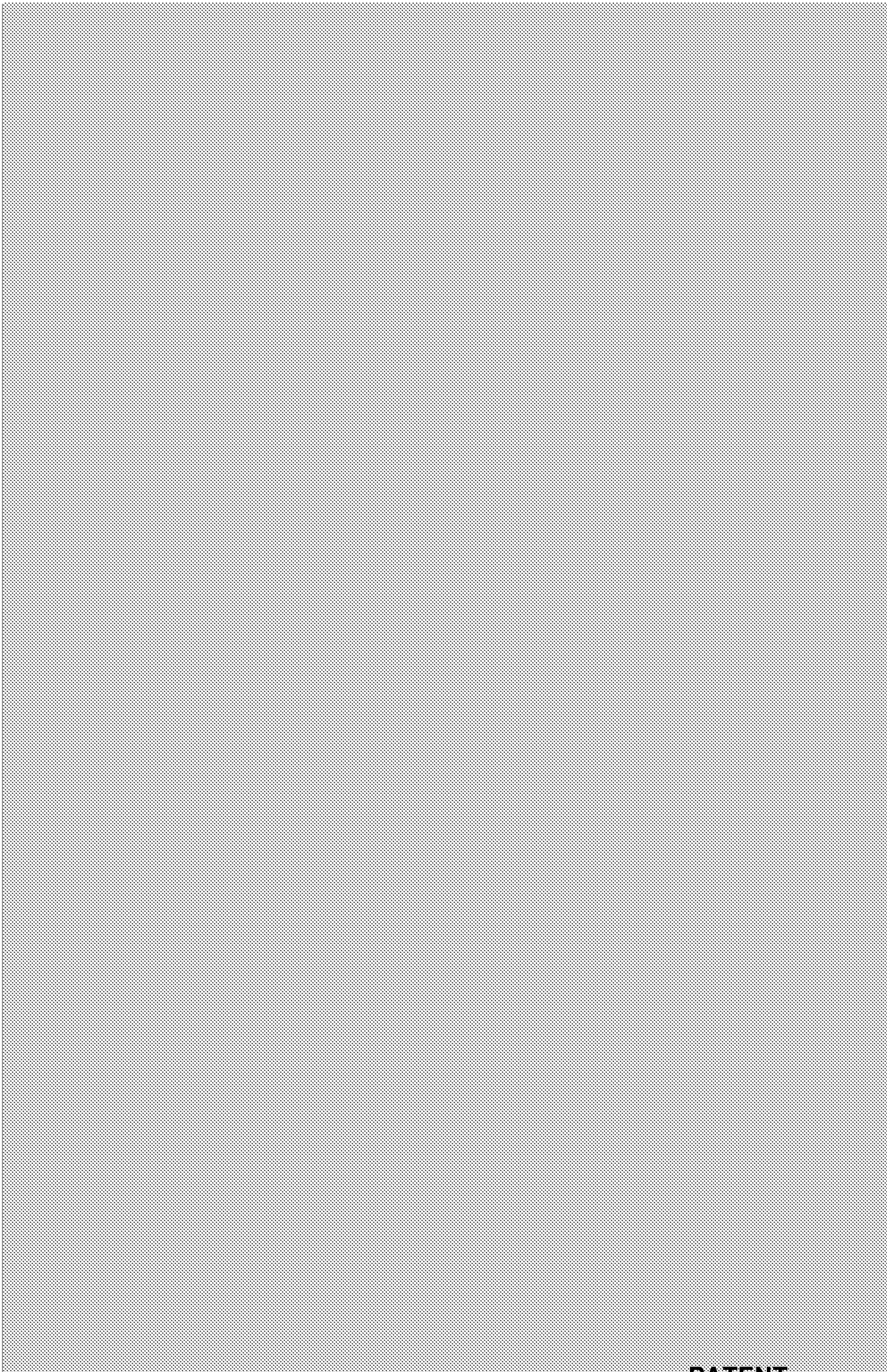
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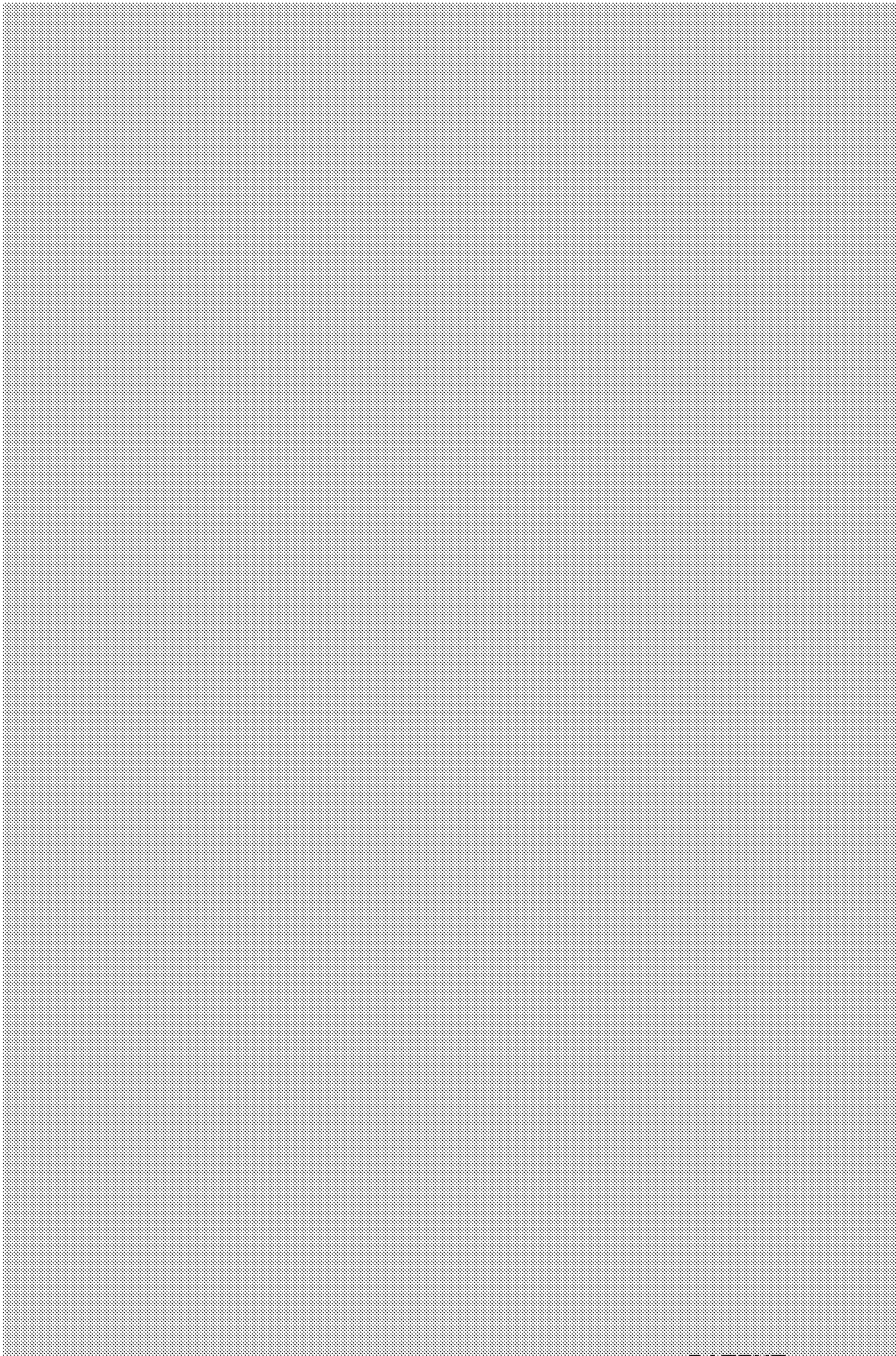


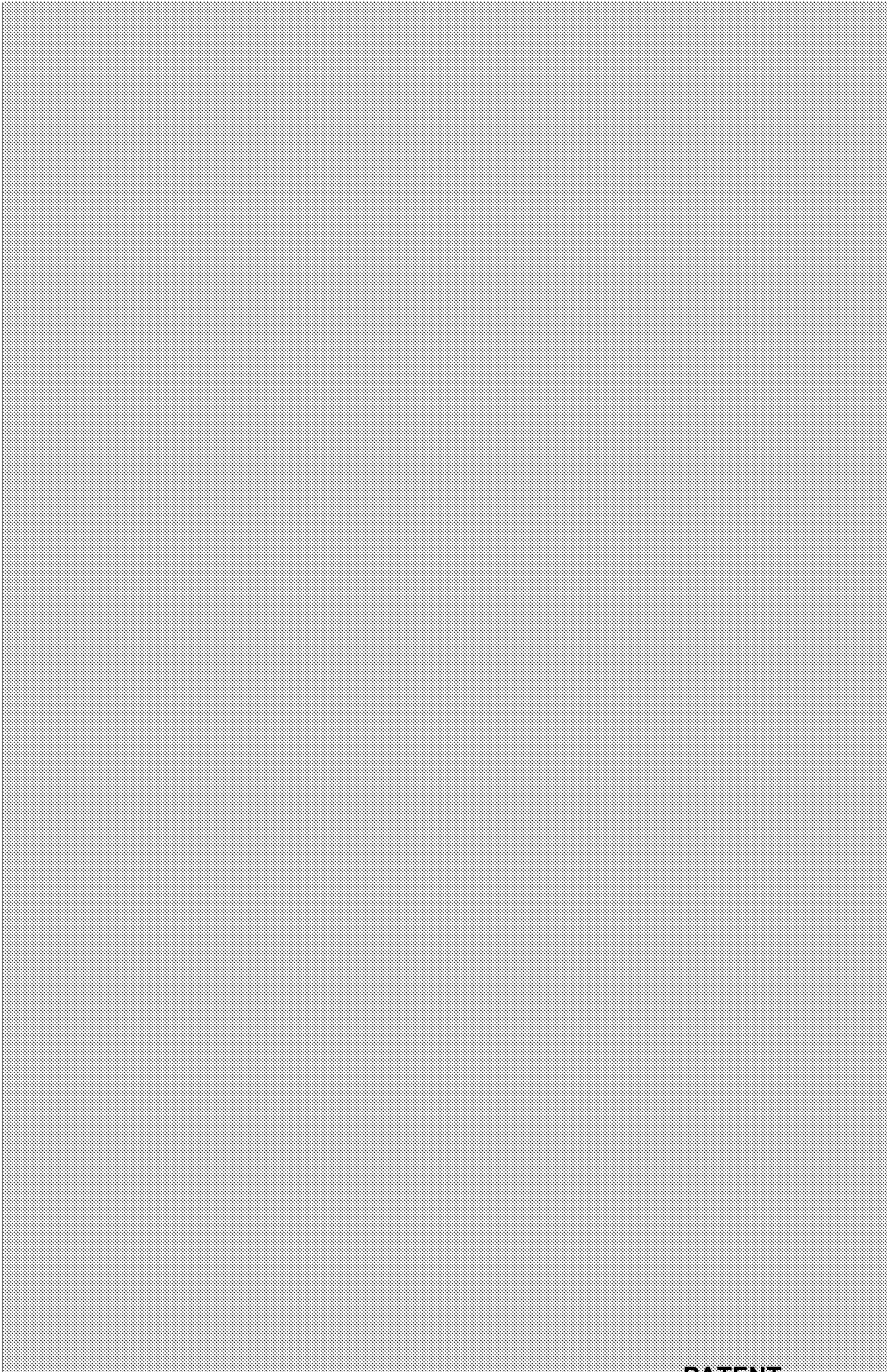


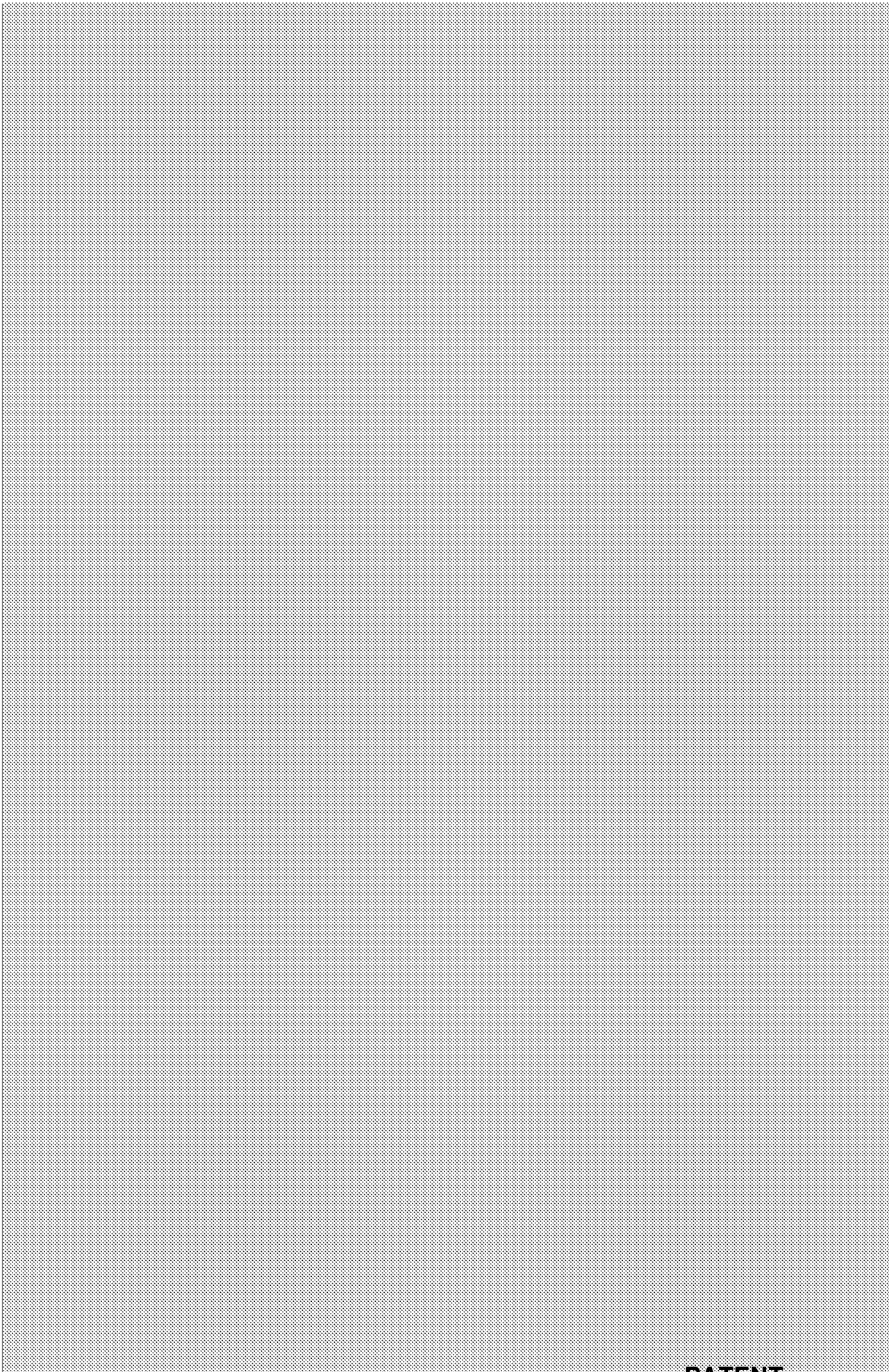
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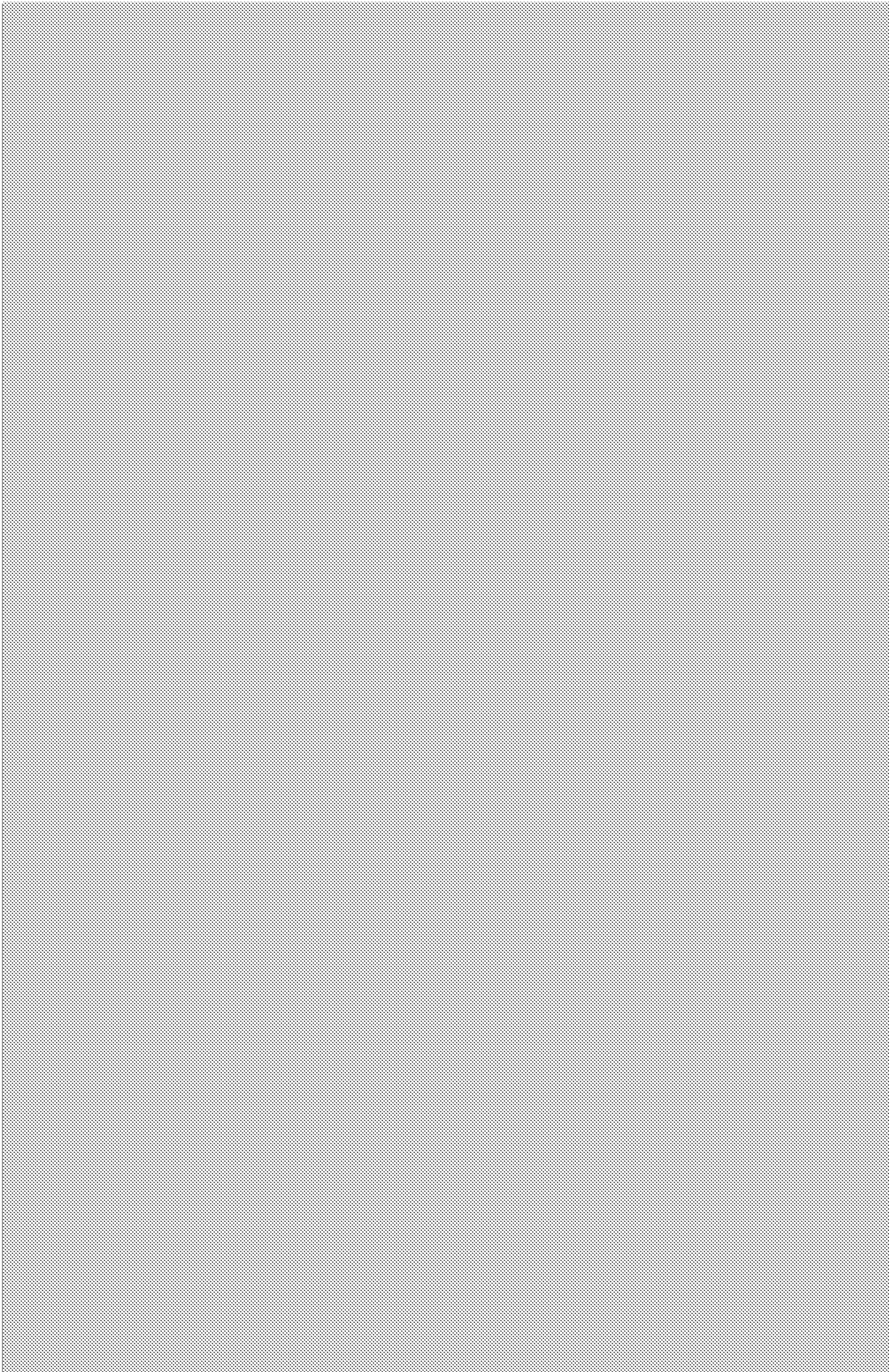




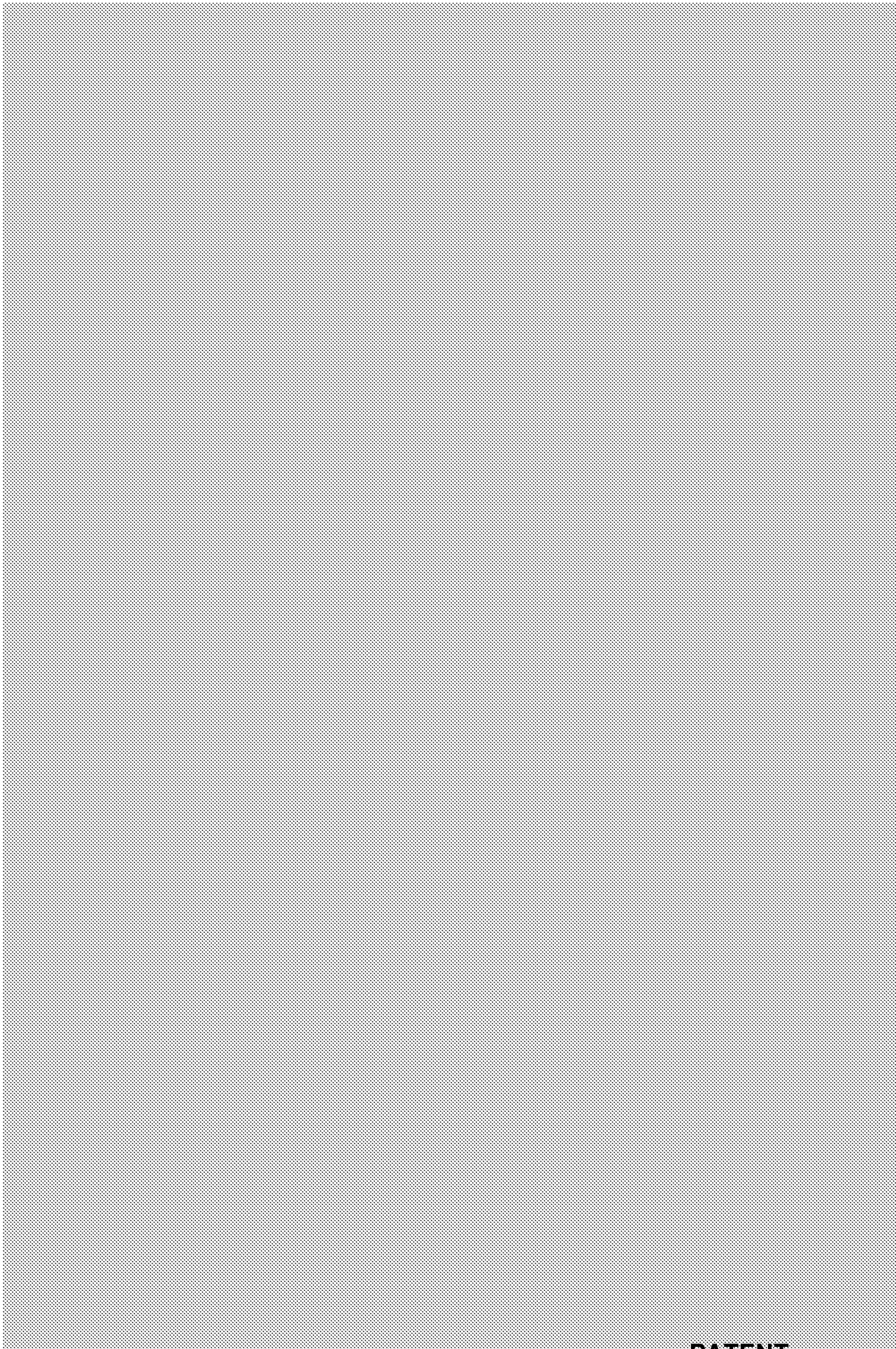


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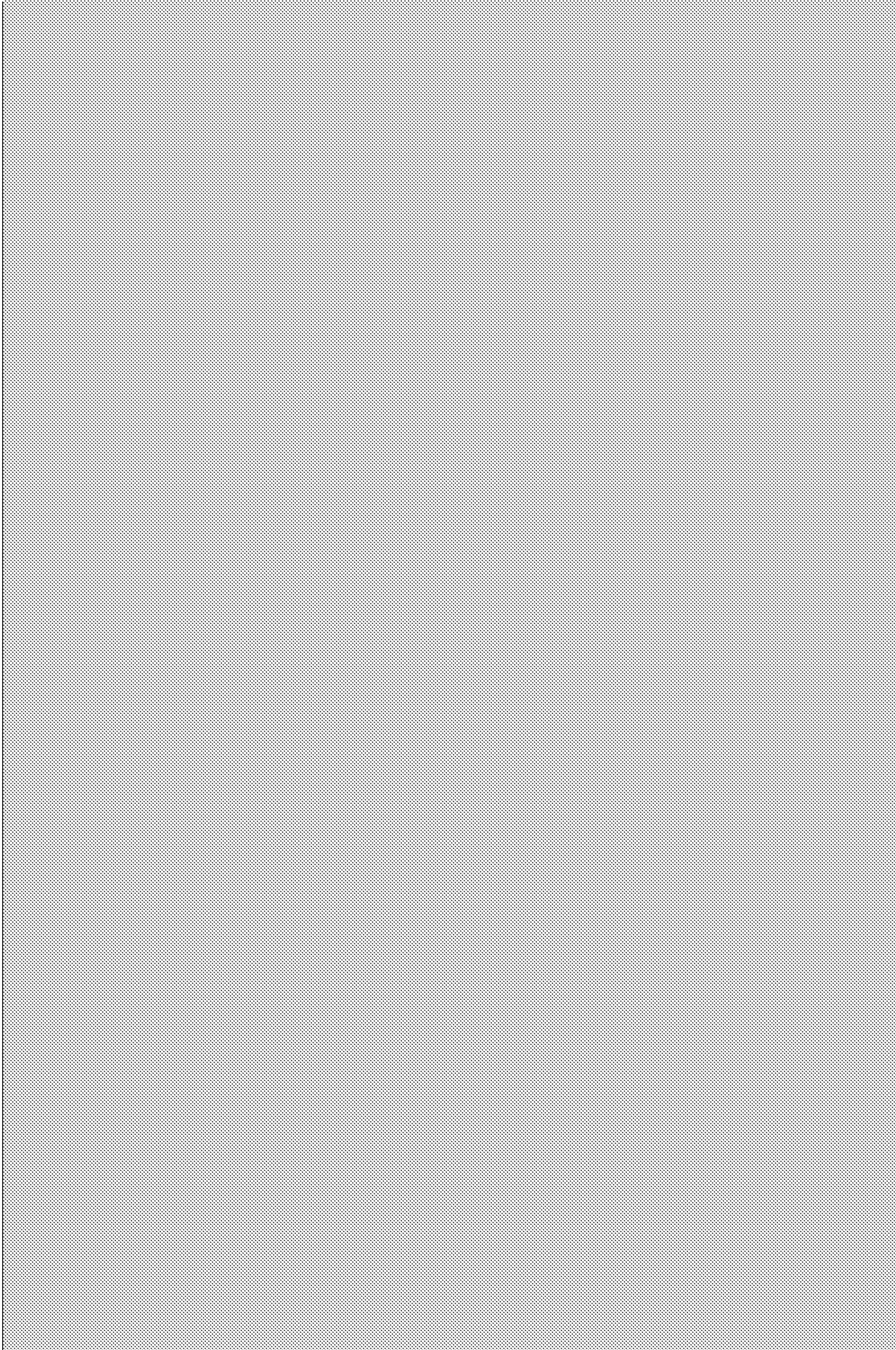
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REEL: 024304 FRAME: 0674



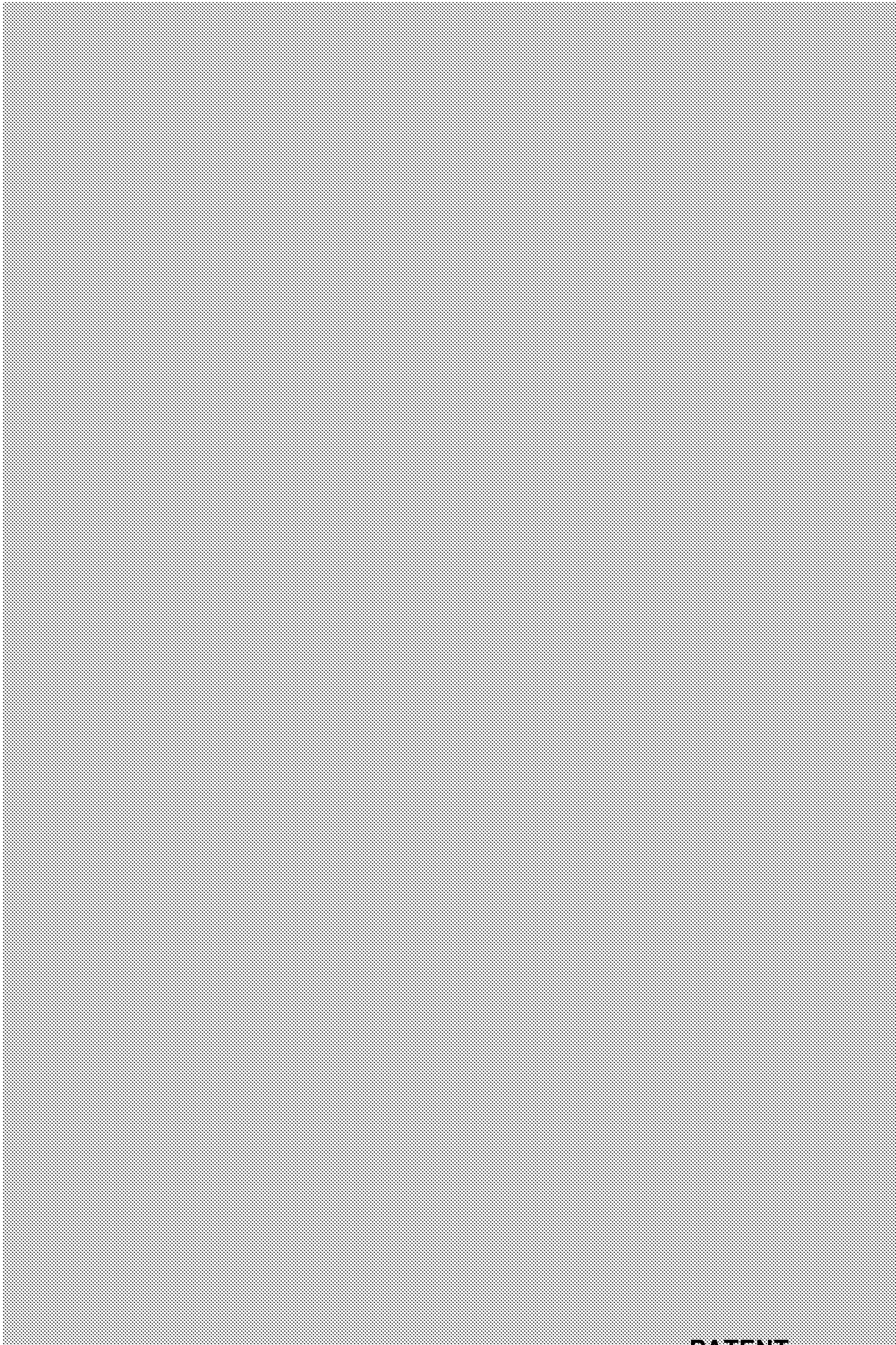
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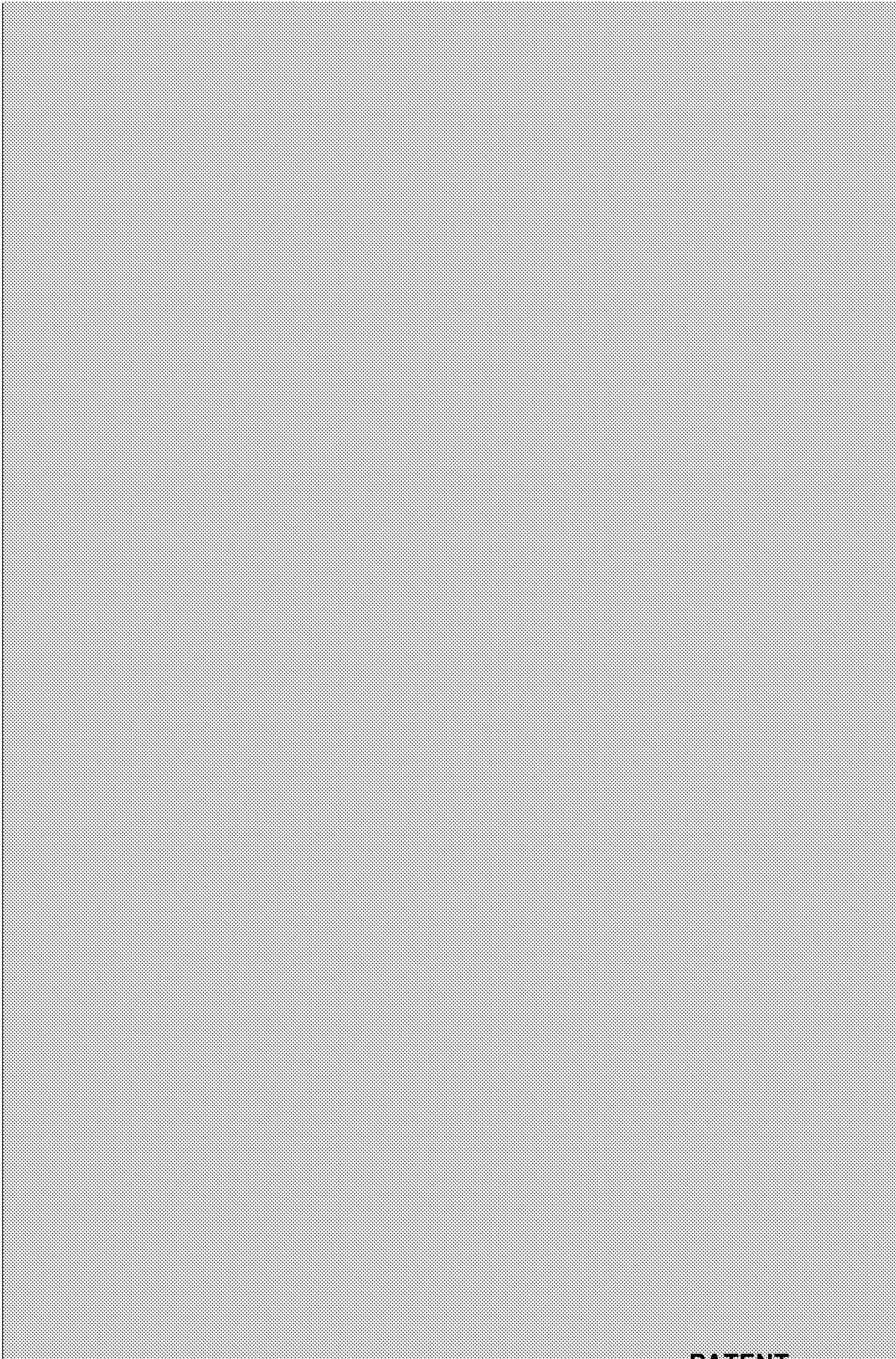
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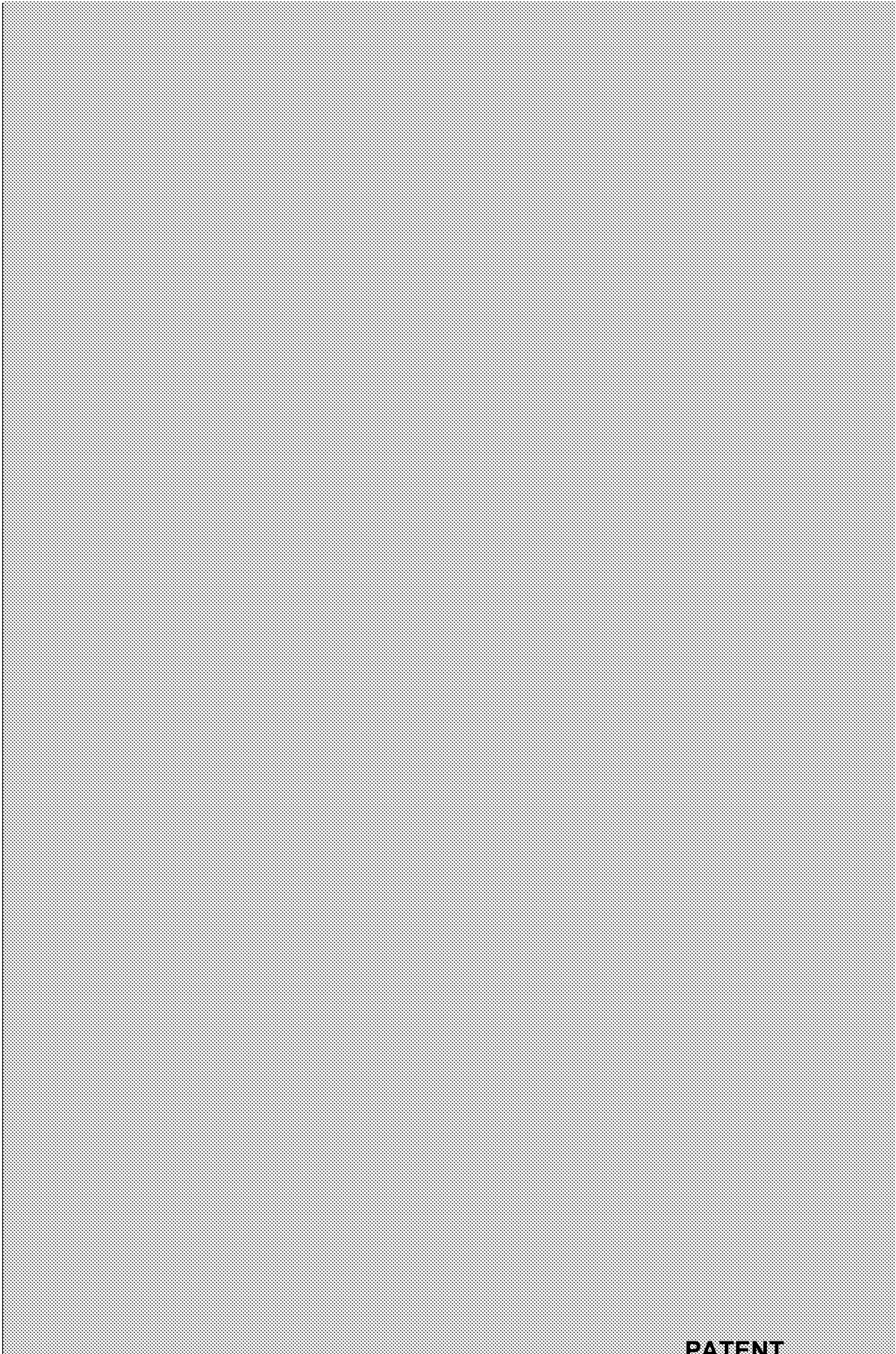
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REEL: 024304 FRAME: 0677



PATENT

REEL: 024304 FRAME: 0678



PATENT

RECORDED: 04/15/2010

REEL: 024304 FRAME: 0679