

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Comsense Technologies Ltd.	06/12/2002
RECEIVING PARTY DATA	
Name:	BeepCard Inc.
Street Address:	2644 30th Street, 2nd Floor East
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90405
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7706838
CORRESPONDENCE DATA	
Fax Number:	(718)766-8494
Phone:	7182468482
Email:	jason@ipatent.co.il
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Jason Rosenblum, c/o Martin Moynihan
Address Line 1:	P.O. Box 16446
Address Line 2:	PRTSI, Inc.
Address Line 4:	Arlington, VIRGINIA 22215
ATTORNEY DOCKET NUMBER:	36442
NAME OF SUBMITTER:	Jason H. Rosenblum
Total Attachments: 11 source=36442 Executed Assignment from ComSense Technologies Ltd to BeepCard Inc#page1.tif source=36442 Executed Assignment from ComSense Technologies Ltd to BeepCard Inc#page2.tif source=36442 Executed Assignment from ComSense Technologies Ltd to BeepCard Inc#page3.tif	

CH \$40.00 7706838

501715172

PATENT
REEL: 027183 FRAME: 0441

source=36442 Executed Assignment from ComSense Technologies Ltd to BeepCard Inc#page4.tif
source=36442 Executed Assignment from ComSense Technologies Ltd to BeepCard Inc#page5.tif
source=36442 Executed Assignment from ComSense Technologies Ltd to BeepCard Inc#page6.tif
source=36442 Executed Assignment from ComSense Technologies Ltd to BeepCard Inc#page7.tif
source=36442 Executed Assignment from ComSense Technologies Ltd to BeepCard Inc#page8.tif
source=36442 Executed Assignment from ComSense Technologies Ltd to BeepCard Inc#page9.tif
source=36442 Executed Assignment from ComSense Technologies Ltd to BeepCard Inc#page10.tif
source=36442 Executed Assignment from ComSense Technologies Ltd to BeepCard Inc#page11.tif

Asset Acquisition Agreement ("Agreement")

Between

ComSense Technologies, Ltd. an Israeli corporation under temporary liquidation,
company Id number 51-264126, represented by temporary liquidator, Joshua Stein, Esq.
under the order of Tel Aviv district court ("ComSense")

And

Beepcard Incorporated, a California corporation ("Buyer").

Recitals

Whereas the Buyer has made an offer to purchase the assets of ComSense, and that offer
was approved by the district court on May 28, 2002 (decision of the court attached as
Exhibit 1); and

Whereas the parties would like to set forth their rights and commitments according to the
above;

Therefore, the parties do now agree:

1. The Recitals and exhibits are an integral and material part of this Agreement and
are incorporated herein by this reference.
2. ComSense is selling and Buyer is buying from ComSense all of ComSense's
tangible assets including all equipment, furnishings, and inventory, all of
ComSense's Intellectual Property Rights (defined below), and any and all
physical copies, phonorecords or other physical embodiments of works or
inventions that are the subject of any of those Intellectual Property Rights. The
assets being bought by Buyer include without limitation the items listed in Exhibit
2, which to the best of ComSense's knowledge belong to ComSense. ComSense
retains, and Buyer does not gain ownership of any bank accounts, cash, or
collectibles belonging to ComSense, including without limitation any claims that
ComSense may be entitled to collect from Deutsche Bank, or any of its other tort
or contract debtors. For the purposes of this Agreement, "Intellectual Property
Rights" means any and all rights affecting intellectual or industrial property
existing now or in the future in Israel, the United States, Germany, Japan or
anywhere in the universe. Intellectual Property Rights include, without limitation,
any and all rights under the laws of copyright, patent, trademark, trade secret,
trade dress, unfair competition, or other similar or related laws; (ii) of publicity or
privacy; (iii) relating to the development and use of databases, mask works, or
know-how; (iv) prohibiting the alteration or circumvention of copyright
management information or technological measures; or (v) any and all
applications, registrations, renewals, extensions, restorations, continuations,
divisionals, or foreign counterparts of any of the foregoing.

הדו"ש שטורח
2237
עסנז טכנולוגיות
לד
17/4/02

CS

Buyer may elect that all rights under this Agreement are assigned to Buyer or an Israeli subsidiary of Buyer, at Buyer's sole election. The temporary liquidator will hold the assets being sold hereunder in trust on Buyer's behalf until such time as Buyer has organized itself or its Israeli subsidiary to receive those assets, but will invoice Buyer or its Israeli subsidiary and tender possession immediately upon and according to Buyer's instruction.

3. For the avoidance of doubt, Buyer does not incur any of ComSense's existing or past obligations, except for ComSense's commitment to [REDACTED] under Sections [REDACTED] of the agreement attached hereto as Exhibit 3A. A relevant portion of Israeli statute regarding the topic of exemption of liabilities is attached hereto as Exhibit 3B.

Buyer approves and does declare that according to ComSense's offer of April 12, 2002, Buyer knows that it acquires all of the assets and rights of ComSense in the same status as of that day, and that this sale is "AS IS." Buyer purchases the Assets at its sole and absolute responsibility, after having checked all that is necessary in order to reach this purchase decision without relying on any representation by ComSense or the temporary liquidator. Buyer has checked all that is necessary to reach the decision to purchase without relying upon any representation by ComSense or the temporary liquidator. Buyer will not have any claims against ComSense or the temporary liquidator in any matter connected with the assets or their status or rights or any other matter connected to the assets.

5. In exchange for all of ComSense's rights in the assets, the buyer will pay an amount [REDACTED] in the manner described in paragraph 6, and additional payments out of Buyer's revenues not to exceed an additional amount of [REDACTED] as described in paragraph 7.

6. An amount of [REDACTED] will be paid in [REDACTED]

b. [REDACTED]

7. [REDACTED]

CS

a. [REDACTED]

b. [REDACTED]

c. [REDACTED]

9. [REDACTED]

ComSense, through the temporary liquidator, will cooperate in good faith, and act promptly to assist Buyer in transferring title of all assets and Intellectual Property Rights purchased hereunder. Among other manner of assistance, ComSense (through the temporary liquidator) will (i) sign any documents demanded by the Buyer for transferring rights and assets into the Buyer's name; (ii) send any needed instructions to counsel administering Intellectual Property Rights for ComSense to effect the transfer; and (iii) execute any documents or statements required before the patent, trademark or copyright offices of any and all relevant jurisdictions as necessary to record the assignment affected hereunder. In no event will ComSense be required to incur financial obligations by virtue of those signatures. Buyer is responsible for any and all fees or costs required by outside counsel or government offices required to perfect or record the transfer of assets and Intellectual Property Rights accomplished hereunder. Buyer is required by the landlord to clear all assets at ComSense's Jerusalem Avenue facility within seven days of executing this Agreement.

10. In the event that the Buyer breaches commitments of 7 and 8, Buyer will pay, immediately to ComSense all amounts not yet paid, until complete amount of paragraph 5 is paid.


11. No change or amendment to this Agreement will be valid except by a writing, signed by both parties.

יחסי סמך, ע"מ
15.07
[Handwritten signatures and stamps]

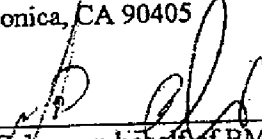
al

12. All notices hereunder must be sent by certified mail and will be considered as having been received within three business days of sending, to the following addresses:


The undersigned represent and certify that they have all power to bind the Buyer to this Agreement. We, the undersigned are jointly and severally responsible to fulfill the obligations of Buyer under paragraph 7, above.

 6/21/02

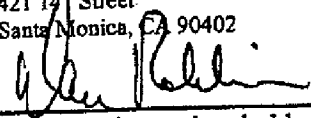
Alan Sege, CEO on behalf of Beepcard, Incorporated ("Buyer") Date
2644 30th Street, Second Floor
Santa Monica, CA 90405

 6/24/02

Moshe Cohen, on behalf of BMS, Asia Ltd., a shareholder in Buyer Date
47 Chovivot Tzion Street
Tel-Aviv 63346 Israel


 6/24/02

Craig Lewis, a shareholder in Buyer Date
421 14th Street
Santa Monica, CA 90402

 6/21/02

Dan Robbins, a shareholder in Buyer Date
453 14th Street
Santa Monica, CA 90402

I, Joshua Stein, Esq., have been appointed as Temporary Liquidator in the matter of ComSense Technologies, Ltd. by the court responsible for that matter, and am authorized by that court to execute this Agreement on behalf of ComSense Technologies, Ltd., and to bind ComSense to the terms hereof.

 6/26/02

Joshua Stein, Esq., Temporary Liquidator in the matter of ComSense Technologies, Ltd. Date

Exhibit 1
Court Order

אלק יהודה סטין
הי צורה 3

יחידת שטיון
משרד עורכי-דין
30-05-2002
נתקבל

28/05/02

הקלדה חגיית

מחזורי
החלטה כללית

בית משפט מחוזי תל אביב
מחלקה

תיק: פטר 1331/02 (כשא 10526/02 שטיין יהושע נ. קומנסטק טכנולוגי (כחיה כהן נ. קרם
שופט: אלשיך ורדה

תאריך החלטה : 28052002 (28/05/02) סמל החלטה:



גורם : סגן 1 שטיין יהושע

חוק

הארוע עד תאריך:

ערכות (כ)

סוד גורם

העירות

לאור האמור בבקשה, ולאור העובדה שהמפרק שימש נאמן
משך תקופת ארוכה, ולאור הסכמת כנ"ר. ניתן צו כמבוקש
המפרק ידווח לכוהמ"ש על התמורה הסופית.

...PF1---PF2---PF3---PF4---PF5---PF6---PF9---PF10---PF14---PF15---PF24
מקשים בחירת פסק מחבר ערכון חלון בחירה תפרים חזרה מחיטה עזרה
נוספים גורם דין כללי ארוע ארוע
1048 - התוספה כופעה בהצלחה

Exhibit 2

Asset List

Patent Cases on File at Oppenheimer (to my knowledge)
 Status sheet from 2001. PCT filing fees paid in June 7, 2001, on time for all 11 cases.

CLIENT MATTER No.	TITLE	FILING DATE	PRIORITY DATE	SERIAL No.	STATUS	REMARKS
20257-11	Physical Presence Digital Authentication System	5/12/2000	10/4/99 (CIP of PCT/IL99/00525) & 9/26/98 (CIP of PCT/IL98/00450) & 8/27/99 (CIP of PCT/IL99/00470 claims from 60/180,530 of 2/7/00) & 11/6/99 (CIP of PCT/IB99/02110) & 9/16/99 (CIP of PCT/IL99/00506) & 10/1/99 (CIP of PCT/IL99/00521 claims from 60/115,231 of	09/570,399	Pending.	5/12/00, filed regular U.S. application w/o declaration and assignment. 7/24/00, notice to file missing parts.

				1/8/99, 60/122,687 of 3/3/99, 60/143,220 of 7/9/99, 60/145,342 of 7/23/99 and 60/153,858 of 9/14/99)	N/A	60/244,394	Pending.	10/30/00, filed provisional application.
20257-12	Card Integration for the Acquisition and Processing of Commercial Transactions	10/30/2000		N/A	N/A	60/244,393	Pending.	10/30/00, filed provisional application.
20257-13	Physical Token by Authentication by Telephone	10/30/2000		N/A	N/A		Pending.	2/6/01, filed PCT application w/o fees and signatures.
20257-301 PCT	Physical Presence Digital Authentication System	2/6/2001		2/7/00 (U.S. 60/180,530) & 5/12/00 (U.S. 09/570,399	N/A		Pending.	2/6/01, filed PCT application w/o fees and signatures.
20257-302 PCT	Physical Presence Digital Authentication System (Transmission & Routine)	2/6/2001		2/7/00 (U.S. 60/180,530) & 5/12/00 (U.S. 09/570,399	N/A		Pending.	2/6/01, filed PCT application w/o fees and signatures.
20257-303 PCT	Physical Presence Digital Authentication System (Device Fabrication)	2/6/2001		2/7/00 (U.S. 60/180,530) & 5/12/00 (U.S. 09/570,399	N/A		Pending.	2/6/01, filed PCT application w/o fees and signatures.
20257-304 PCT	Physical Presence Digital Authentication System (Broadcast Media)	2/6/2001		2/7/00 (U.S. 60/180,530) & 5/12/00	N/A		Pending.	2/6/01, filed PCT application w/o fees and signatures.

	(WebPage-Dependent Activation)		& 5/12/00 (U.S. 09/570,399				and signatures.
--	--------------------------------	--	----------------------------------	--	--	--	-----------------