

07/02/2012



Form PTO-1595 (Rev. 03-11)
OMB No. 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103646495

LET

PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

MRD 7-02-12

1. Name of conveying party(ies)

David Bacino
10104 Harewood Ct
Great Falls, VA 22066

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 7/17/2006

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other Release of Security Interest

2. Name and address of receiving party(ies)

Name: Tendler Cellular, Inc.

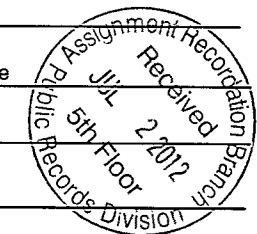
Internal Address: _____

Street Address: 65 Atlantic Avenue

City: Boston

State: MA

Country: USA



Zip: 02110

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

A. Patent Application No.(s): 07/703,906; 08/132,525; 08/189,135; 08/515,100; 08/600,345; 08/608,482; 08/608,483; 08/667,398

B. Patent No.(s)

B. Patent No.(s) 4,833,477; 5,144,323

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Robert K. Tendler

Internal Address: Reg. No. 24,581

Street Address: 65 Atlantic Avenue

City: Boston

State: MA

Zip: 02110

Phone Number: 617-723-7268

Docket Number: TT-106

Email Address: rtendler@tendler.com

6. Total number of applications and patents involved: 8 and 2 = 10

7. Total fee (37 CFR 1.21(h) & 3.41) ~~\$600.00~~ 520.00

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 20044957 07703906

Authorized User Name Robert K. Tendler 400.00 DP

9. Signature:

Signature

Robert K. Tendler

Name of Person Signing

Refund Ref: 07/02/2012 HTDMS1 000017646 June 29, 2012
Date

Total number of pages including cover sheet, attachments, and documents: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

Additional Names of conveying parties:

Allen H. Brill
Brill & Meisel
845 Third Avenue, 16th Floor
New York, NY 10022
Execution date: 7/14/2006

Jesse Brill
201 Stonewall Road
Berkeley, CA 94705
Execution date: 7/18/2006

Joel Carpenter
Sullivan & Worcester
One Post Office Square
Boston, MA 02109
Execution date: 7/17/2006

Jonathan P. Schwartz
Deerfield, Ltd.
50 Garfield Street
Watertown, MA 02472
Execution date: 7/18/2006

Joel Carpenter
ECEG Partners
Sullivan & Worcester
One Post Office Square
Boston, MA 02109
Execution date: 7/17/2006

Charles Fabrikant
460 Park Avenue, 12th Floor
New York, NY 10022
Execution date: 7/14/2006

Marcella Fischer,
Successor in title to stock owned by
Joseph B. Schwartz by assignment
from Joseph B. Schwartz to
Marcella Fischer
P.O. Box 444
Belmont, MA 02478
Execution date: 7/24/2006

Key Bank, NA, Trustee
c/o Joel Carpenter
Sullivan & Worcester
One Post Office Square
Boston, MA 02109
Execution date: 7/23/2006

Ida C. Schwartz, Beneficiary of
Valerie Schwartz (deceased)
Signed by
Jonathan P. Schwartz,
Nominee of Ida Schwartz
50 Garfield Street
Watertown, MA 02472
Execution date: 7/18/2006

Ida C. Schwartz, Beneficiary of
Bernard S. Schwartz (deceased),
Signed by
Jonathan P. Schwartz
as nominee of Ida Schwartz
50 Garfield Street
Watertown, MA 02472
Execution date: 7/18/2006

Jonathan P. Schwartz
50 Garfield Street
Watertown, MA 02472
617 489 7392
Execution date: 7/18/2006

Jonathan P. Schwartz
Shoebox Investments, L.P.
50 Garfield Street
Watertown, MA 02472
Execution date: 7/18/2006

ROBERT KANOF TENDLER
COUNSELOR AT LAW
65 ATLANTIC AVENUE
BOSTON, MASSACHUSETTS 02110

(617) 723-7288

INTELLECTUAL PROPERTY LAW
PATENTS, COPYRIGHTS &
TRADEMARKS

FACSIMILE (617) 723-7188

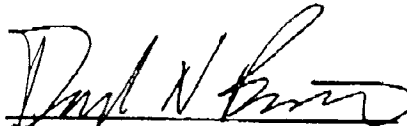
TENDLER CELLULAR, INC.

The undersigned is the lawful owner and holder ("Holder") of \$ 40,000.00 principal amount of 0% Convertible Notes due July 23, 2006 (the "Notes"), issued by Tandler Cellular, Inc. (the "Company") under a Securities Purchase Agreement dated July 23, 1996 (the "Note Purchase Agreement").

The Holder hereby consents to exchange the entire principal amount of the Notes for 200 shares of Common Stock, no par value per share, of the Company. The calculation of the number of shares values the shares at the \$200.00 set forth in the Securities Purchase Agreement, with the amount of the shares calculated by dividing the principal amount of the Note by \$200.00.

Further, the Holder agrees that, effective upon the exchange of Notes and issuance of Common Stock, the Holder consents to the termination of the Note Purchase Agreement and the cancellation and extinguishment of all the Holder's rights thereunder, including the termination of all ancillary agreements, each dated July 23, 1996, specifically including but not limited to the Registration Rights Agreement, the Proprietary Information, Noncompetition and Inventions Agreement, Stockholders Agreement and Patent and Trademark Security Agreement and agrees to execute such other documents, waivers, releases and consents as shall be reasonably required by the Company to perfect the cancellation and extinguishment of all rights and privileges associated with the Notes.

IN WITNESS WHEREOF, the undersigned Holder has hereunto set his/her hand pursuant to due authority this 17th day of July, 2006.



Signature
David Bacino

Sworn to before me, a Notary public of the State of _____,
This _____ day of July, 2006.

Notary Public [SEAL]

My commission expires: _____



TENDLER CELLULAR, INC.

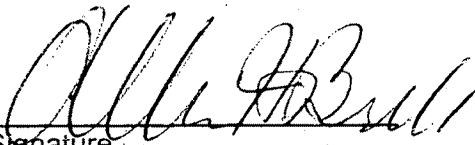
0% Convertible Notes due July 23, 2006
Consent of Note Holder

The undersigned is the lawful owner and holder ("Holder") of \$ 40,000.00 principal amount of 0% Convertible Notes due July 23, 2006 (the "Notes"), issued by Tendler Cellular, Inc. (the "Company") under a Securities Purchase Agreement dated July 23, 1996 (the "Note Purchase Agreement").

The Holder hereby consents to exchange the entire principal amount of the Notes for 200 shares of Common Stock, no par value per share, of the Company. The calculation of the number of shares values the shares at the \$200.00 set forth in the Securities Purchase Agreement, with the amount of the shares calculated by dividing the principal amount of the Note by \$200.00.

Further, the Holder agrees that, effective upon the exchange of Notes and issuance of Common Stock, the Holder consents to the termination of the Note Purchase Agreement and the cancellation and extinguishment of all the Holder's rights thereunder, including the termination of all ancillary agreements, each dated July 23, 1996, specifically including but not limited to the Registration Rights Agreement, the Proprietary Information, Noncompetition and Inventions Agreement, Stockholders Agreement and Patent and Trademark Security Agreement and agrees to execute such other documents, waivers, releases and consents as shall be reasonably required by the Company to perfect the cancellation and extinguishment of all rights and privileges associated with the Notes.

IN WITNESS WHEREOF, the undersigned Holder has hereunto set his/her hand pursuant to due authority this 14 day of July, 2006.


Signature
Allen H. Brill

Sworn to before me, a Notary public of the State of New York,
This 14 day of July, 2006.


Notary Public [SEAL]

My commission expires: 2/18/07

MARK N. AXINN
NOTARY PUBLIC, State of New York
No. 02046758223
Qualified in New York County
Commission Expires February 18, 2007



TENDLER CELLULAR, INC.

0% Convertible Notes due July 23, 2006
Consent of Note Holder

The undersigned is the lawful owner and holder ("Holder") of \$ 62,400.00 principal amount of 0% Convertible Notes due July 23, 2006 (the "Notes"), issued by Tendler Cellular, Inc. (the "Company") under a Securities Purchase Agreement dated July 23, 1996 (the "Note Purchase Agreement").

The Holder hereby consents to exchange the entire principal amount of the Notes for 312 shares of Common Stock, no par value per share, of the Company. The calculation of the number of shares values the shares at the \$200.00 set forth in the Securities Purchase Agreement, with the amount of the shares calculated by dividing the principal amount of the Note by \$200.00.

Further, the Holder agrees that, effective upon the exchange of Notes and issuance of Common Stock, the Holder consents to the termination of the Note Purchase Agreement and the cancellation and extinguishment of all the Holder's rights thereunder, including the termination of all ancillary agreements, each dated July 23, 1996, specifically including but not limited to the Registration Rights Agreement, the Proprietary Information, Noncompetition and Inventions Agreement, Stockholders Agreement and Patent and Trademark Security Agreement and agrees to execute such other documents, waivers, releases and consents as shall be reasonably required by the Company to perfect the cancellation and extinguishment of all rights and privileges associated with the Notes.

IN WITNESS WHEREOF, the undersigned Holder has hereunto set his/her hand pursuant to due authority this 18 day of July, 2006.

Jesse M Brill

Signature
Jesse Brill

The common stock should be: Jesse M & LAREN C. Brill, Trustee Bill Revocable Trust dtd 8/22/01
Sworn to before me, a Notary public of the State of _____
This _____ day of July, 2006.

Notary Public [SEAL] *Therese O'Neil*
Jesse Brill

My commission expires: _____

Bob Hood Cash withal



TENDLER CELLULAR, INC.

0% Convertible Notes due July 23, 2006
Consent of Note Holder

The undersigned is the lawful owner and holder ("Holder") of \$ 6,000.00 principal amount of 0% Convertible Notes due July 23, 2006 (the "Notes"), issued by Tendler Cellular, Inc. (the "Company") under a Securities Purchase Agreement dated July 23, 1996 (the "Note Purchase Agreement").

The Holder hereby consents to exchange the entire principal amount of the Notes for 30 shares of Common Stock, no par value per share, of the Company. The calculation of the number of shares values the shares at the \$200.00 set forth in the Securities Purchase Agreement, with the amount of the shares calculated by dividing the principal amount of the Note by \$200.00.

Further, the Holder agrees that, effective upon the exchange of Notes and issuance of Common Stock, the Holder consents to the termination of the Note Purchase Agreement and the cancellation and extinguishment of all the Holder's rights thereunder, including the termination of all ancillary agreements, each dated July 23, 1996, specifically including but not limited to the Registration Rights Agreement, the Proprietary Information, Noncompetition and Inventions Agreement, Stockholders Agreement and Patent and Trademark Security Agreement and agrees to execute such other documents, waivers, releases and consents as shall be reasonably required by the Company to perfect the cancellation and extinguishment of all rights and privileges associated with the Notes.


IN WITNESS WHEREOF, the undersigned Holder has hereunto set his/her hand pursuant to due authority this 17 day of July, 2006.


Signature
Joel R. Carpenter

Sworn to before me, a Notary public of the State of MA,
This 17th day of July, 2006.


Notary Public [SEAL]

My commission expires:

 JOSEPHINE SACCO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
February 14, 2008

65 Atlantic Avenue, Boston, MA 02110
Telephone 617-720-1339 • Fax 617-723-7186



TENDLER CELLULAR, INC.


0% Convertible Notes due July 23, 2006
Consent of Note Holder

The undersigned is the lawful owner and holder ("Holder") of \$ 40,000.00 principal amount of 0% Convertible Notes due July 23, 2006 (the "Notes"), issued by Tandler Cellular, Inc. (the "Company") under a Securities Purchase Agreement dated July 23, 1996 (the "Note Purchase Agreement").

The Holder hereby consents to exchange the entire principal amount of the Notes for 200 shares of Common Stock, no par value per share, of the Company. The calculation of the number of shares values the shares at the \$200.00 set forth in the Securities Purchase Agreement, with the amount of the shares calculated by dividing the principal amount of the Note by \$200.00.

Further, the Holder agrees that, effective upon the exchange of Notes and issuance of Common Stock, the Holder consents to the termination of the Note Purchase Agreement and the cancellation and extinguishment of all the Holder's rights thereunder, including the termination of all ancillary agreements, each dated July 23, 1996, specifically including but not limited to the Registration Rights Agreement, the Proprietary Information, Noncompetition and Inventions Agreement, Stockholders Agreement and Patent and Trademark Security Agreement and agrees to execute such other documents, waivers, releases and consents as shall be reasonably required by the Company to perfect the cancellation and extinguishment of all rights and privileges associated with the Notes.

IN WITNESS WHEREOF, the undersigned Holder has hereunto set his/her hand pursuant to due authority this 18th day of July, 2006.



Signature
Jonathan P. Schwartz, *MANAGING DIRECTOR*
For Deerfield, Ltd.

Sworn to before me, a Notary public of the State of _____,
This _____ day of July, 2006.

Notary Public [SEAL]

My commission expires: _____



TENDLER CELLULAR, INC.

0% Convertible Notes due July 23, 2006
Consent of Note Holder

The undersigned is the lawful owner and holder ("Holder") of \$ 4,000.00 principal amount of 0% Convertible Notes due July 23, 2006 (the "Notes"), issued by Tandler Cellular, Inc. (the "Company") under a Securities Purchase Agreement dated July 23, 1996 (the "Note Purchase Agreement").

The Holder hereby consents to exchange the entire principal amount of the Notes for 20 shares of Common Stock, no par value per share, of the Company. The calculation of the number of shares values the shares at the \$200.00 set forth in the Securities Purchase Agreement, with the amount of the shares calculated by dividing the principal amount of the Note by \$200.00.

Further, the Holder agrees that, effective upon the exchange of Notes and issuance of Common Stock, the Holder consents to the termination of the Note Purchase Agreement and the cancellation and extinguishment of all the Holder's rights thereunder, including the termination of all ancillary agreements, each dated July 23, 1996, specifically including but not limited to the Registration Rights Agreement, the Proprietary Information, Noncompetition and Inventions Agreement, Stockholders Agreement and Patent and Trademark Security Agreement and agrees to execute such other documents, waivers, releases and consents as shall be reasonably required by the Company to perfect the cancellation and extinguishment of all rights and privileges associated with the Notes.

IN WITNESS WHEREOF, the undersigned Holder has hereunto set his/her hand pursuant to due authority this 17 day of July, 2006.

Signature
Joel R. Carpenter
For ECEG Partners

Sworn to before me, a Notary public of the State of MA,
This 17th day of July, 2006.

Notary Public [SEAL]

My commission expires:



JOSEPHINE SACCO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
February 14, 2008

65 Atlantic Avenue, Boston, MA 02110
Telephone 617-720-1339 • Fax 617-723-7186



TENDLER CELLULAR, INC.

0% Convertible Notes due July 23, 2006
Consent of Note Holder

The undersigned is the lawful owner and holder ("Holder") of \$ 5,340.00 principal amount of 0% Convertible Notes due July 23, 2006 (the "Notes"), issued by Tandler Cellular, Inc. (the "Company") under a Securities Purchase Agreement dated July 23, 1996 (the "Note Purchase Agreement").

The Holder hereby consents to exchange the entire principal amount of the Notes for 27 shares of Common Stock, no par value per share, of the Company. The calculation of the number of shares values the shares at the \$200.00 set forth in the Securities Purchase Agreement, with the amount of the shares calculated by dividing the principal amount of the Note by \$200.00.

Further, the Holder agrees that, effective upon the exchange of Notes and issuance of Common Stock, the Holder consents to the termination of the Note Purchase Agreement and the cancellation and extinguishment of all the Holder's rights thereunder, including the termination of all ancillary agreements, each dated July 23, 1996, specifically including but not limited to the Registration Rights Agreement, the Proprietary Information, Noncompetition and Inventions Agreement, Stockholders Agreement and Patent and Trademark Security Agreement and agrees to execute such other documents, waivers, releases and consents as shall be reasonably required by the Company to perfect the cancellation and extinguishment of all rights and privileges associated with the Notes.

IN WITNESS WHEREOF, the undersigned Holder has hereunto set his/her hand pursuant to due authority this 14th day of July, 2006.

Signature
Charles Fabrikant

Sworn to before me, a Notary public of the State of New York,
This 14th day of July, 2006.

Notary Public [SEAL]

My commission expires: 2/29/07

Fred C. Farkouh
Notary Public, State of New York
No.: 02FA4641476
Qualified in New York County
Commission Expires Feb 28, 2007



TENDLER CELLULAR, INC.

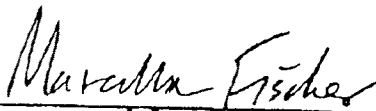
**0% Convertible Notes due July 23, 2006
Consent of Note Holder**

The undersigned is the lawful owner and holder ("Holder") of \$ 4,000.00 principal amount of 0% Convertible Notes due July 23, 2006 (the "Notes"), issued by Tandler Cellular, Inc. (the "Company") under a Securities Purchase Agreement dated July 23, 1996 (the "Note Purchase Agreement").

The Holder hereby consents to exchange the entire principal amount of the Notes for 20 shares of Common Stock, no par value per share, of the Company. The calculation of the number of shares values the shares at the \$200.00 set forth in the Securities Purchase Agreement, with the amount of the shares calculated by dividing the principal amount of the Note by \$200.00.

Further, the Holder agrees that, effective upon the exchange of Notes and issuance of Common Stock, the Holder consents to the termination of the Note Purchase Agreement and the cancellation and extinguishment of all the Holder's rights thereunder, including the termination of all ancillary agreements, each dated July 23, 1996, specifically including but not limited to the Registration Rights Agreement, the Proprietary Information, Noncompetition and Inventions Agreement, Stockholders Agreement and Patent and Trademark Security Agreement and agrees to execute such other documents, waivers, releases and consents as shall be reasonably required by the Company to perfect the cancellation and extinguishment of all rights and privileges associated with the Notes.

IN WITNESS WHEREOF, the undersigned Holder has hereunto set his/her hand pursuant to due authority this 24th day of July, 2006.


Signature MARCELLA FISHER
~~Joseph-Schwartz~~

Sworn to before me, a Notary public of the State of _____
This _____ day of July, 2006.

Notary Public [SEAL]

My commission expires: _____

65 Atlantic Avenue, Boston, MA 02110
Telephone 617-720-1339 • Fax 617-723-7186



TENDLER CELLULAR, INC.


0% Convertible Notes due July 23, 2006
Consent of Note Holder

The undersigned is the lawful owner and holder ("Holder") of \$ 80,000.00 principal amount of 0% Convertible Notes due July 23, 2006 (the "Notes"), issued by Tandler Cellular, Inc. (the "Company") under a Securities Purchase Agreement dated July 23, 1996 (the "Note Purchase Agreement").

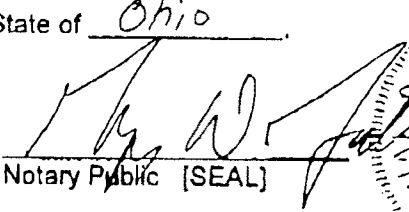

The Holder hereby consents to exchange the entire principal amount of the Notes for 400 shares of Common Stock, no par value per share, of the Company. The calculation of the number of shares values the shares at the \$200.00 set forth in the Securities Purchase Agreement, with the amount of the shares calculated by dividing the principal amount of the Note by \$200.00.

Further, the Holder agrees that, effective upon the exchange of Notes and issuance of Common Stock, the Holder consents to the termination of the Note Purchase Agreement and the cancellation and extinguishment of all the Holder's rights thereunder, including the termination of all ancillary agreements, each dated July 23, 1996, specifically including but not limited to the Registration Rights Agreement, the Proprietary Information, Noncompetition and Inventions Agreement, Stockholders Agreement and Patent and Trademark Security Agreement and agrees to execute such other documents, waivers, releases and consents as shall be reasonably required by the Company to perfect the cancellation and extinguishment of all rights and privileges associated with the Notes.

IN WITNESS WHEREOF, the undersigned Holder has hereunto set his/her hand pursuant to due authority this 23 day of July, 2006.

 SVP
Signature
KeyBank, N.A. Teller
~~For Key Trust Co. of Ohio, N.A.~~

Sworn to before me, a Notary public of the State of Ohio
This 24TH day of July, 2006.


Notary Public [SEAL] 

My commission expires: N/A

GREGORY D. GATTO, Attorney At Law
Notary Public for the State of Ohio
My Commission has no expiration date.
Section 147.03 O. R. C.

85 Atlantic Avenue, Boston, MA 02110
Telephone 617-720-1339 • Fax 617-723-7186



TENDLER CELLULAR, INC.

**0% Convertible Notes due July 23, 2006
Consent of Note Holder**

The undersigned is the lawful owner and holder ("Holder") of \$ 8,000.00 principal amount of 0% Convertible Notes due July 23, 2006 (the "Notes"), issued by Tendler Cellular, Inc. (the "Company") under a Securities Purchase Agreement dated July 23, 1996 (the "Note Purchase Agreement").

The Holder hereby consents to exchange the entire principal amount of the Notes for 40 shares of Common Stock, no par value per share, of the Company. The calculation of the number of shares values the shares at the \$200.00 set forth in the Securities Purchase Agreement, with the amount of the shares calculated by dividing the principal amount of the Note by \$200.00.

Further, the Holder agrees that, effective upon the exchange of Notes and issuance of Common Stock, the Holder consents to the termination of the Note Purchase Agreement and the cancellation and extinguishment of all the Holder's rights thereunder, including the termination of all ancillary agreements, each dated July 23, 1996, specifically including but not limited to the Registration Rights Agreement, the Proprietary Information, Noncompetition and Inventions Agreement, Stockholders Agreement and Patent and Trademark Security Agreement and agrees to execute such other documents, waivers, releases and consents as shall be reasonably required by the Company to perfect the cancellation and extinguishment of all rights and privileges associated with the Notes.

IN WITNESS WHEREOF, the undersigned Holder has hereunto set his/her hand pursuant to due authority this 10th day of July, 2006.

Ida C. Schwartz

Signature
Valerie Schwartz

By Janet P. Schwartz

Sworn to before me, a Notary public of the State of _____
This _____ day of July, 2006.

Notary Public [SEAL]

My commission expires: _____



TENDLER CELLULAR, INC.

0% Convertible Notes due July 23, 2006
Consent of Note Holder

The undersigned is the lawful owner and holder ("Holder") of \$ 12,000.00 principal amount of 0% Convertible Notes due July 23, 2006 (the "Notes"), issued by Tendler Cellular, Inc. (the "Company") under a Securities Purchase Agreement dated July 23, 1996 (the "Note Purchase Agreement").

The Holder hereby consents to exchange the entire principal amount of the Notes for 60 shares of Common Stock, no par value per share, of the Company. The calculation of the number of shares values the shares at the \$200.00 set forth in the Securities Purchase Agreement, with the amount of the shares calculated by dividing the principal amount of the Note by \$200.00.

Further, the Holder agrees that, effective upon the exchange of Notes and issuance of Common Stock, the Holder consents to the termination of the Note Purchase Agreement and the cancellation and extinguishment of all the Holder's rights thereunder, including the termination of all ancillary agreements, each dated July 23, 1996, specifically including but not limited to the Registration Rights Agreement, the Proprietary Information, Noncompetition and Inventions Agreement, Stockholders Agreement and Patent and Trademark Security Agreement and agrees to execute such other documents, waivers, releases and consents as shall be reasonably required by the Company to perfect the cancellation and extinguishment of all rights and privileges associated with the Notes.

IN WITNESS WHEREOF, the undersigned Holder has hereunto set his/her hand pursuant to due authority this 17th day of July, 2006.

Signature: Jonathan P. Schwartz as Nominee for Bernard S. Schwartz

Sworn to before me, a Notary public of the State of _____, This ____ day of July, 2006.

Notary Public [SEAL]

My commission expires: _____



TENDLER CELLULAR, INC.

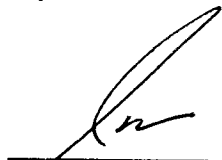
0% Convertible Notes due July 23, 2006
Consent of Note Holder

The undersigned is the lawful owner and holder ("Holder") of \$ 43,866.13 principal amount of 0% Convertible Notes due July 23, 2006 (the "Notes"), issued by Tendler Cellular, Inc. (the "Company") under a Securities Purchase Agreement dated July 23, 1996 (the "Note Purchase Agreement").

The Holder hereby consents to exchange the entire principal amount of the Notes for 219 shares of Common Stock, no par value per share, of the Company. The calculation of the number of shares values the shares at the \$200.00 set forth in the Securities Purchase Agreement, with the amount of the shares calculated by dividing the principal amount of the Note by \$200.00.

Further, the Holder agrees that, effective upon the exchange of Notes and issuance of Common Stock, the Holder consents to the termination of the Note Purchase Agreement and the cancellation and extinguishment of all the Holder's rights thereunder, including the termination of all ancillary agreements, each dated July 23, 1996, specifically including but not limited to the Registration Rights Agreement, the Proprietary Information, Noncompetition and Inventions Agreement, Stockholders Agreement and Patent and Trademark Security Agreement and agrees to execute such other documents, waivers, releases and consents as shall be reasonably required by the Company to perfect the cancellation and extinguishment of all rights and privileges associated with the Notes.

IN WITNESS WHEREOF, the undersigned Holder has hereunto set his/her hand pursuant to due authority this 16th day of July, 2006.



Signature
Jonathan P. Schwartz

Sworn to before me, a Notary public of the State of _____,
This _____ day of July, 2006.

Notary Public [SEAL]

My commission expires: _____



TENDLER CELLULAR, INC.

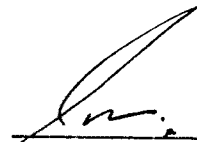
0% Convertible Notes due July 23, 2006
Consent of Note Holder

The undersigned is the lawful owner and holder ("Holder") of \$ 40,000.00 principal amount of 0% Convertible Notes due July 23, 2006 (the "Notes"), issued by Tandler Cellular, Inc. (the "Company") under a Securities Purchase Agreement dated July 23, 1996 (the "Note Purchase Agreement").

The Holder hereby consents to exchange the entire principal amount of the Notes for 200 shares of Common Stock, no par value per share, of the Company. The calculation of the number of shares values the shares at the \$200.00 set forth in the Securities Purchase Agreement, with the amount of the shares calculated by dividing the principal amount of the Note by \$200.00.

Further, the Holder agrees that, effective upon the exchange of Notes and issuance of Common Stock, the Holder consents to the termination of the Note Purchase Agreement and the cancellation and extinguishment of all the Holder's rights thereunder, including the termination of all ancillary agreements, each dated July 23, 1996, specifically including but not limited to the Registration Rights Agreement, the Proprietary Information, Noncompetition and Inventions Agreement, Stockholders Agreement and Patent and Trademark Security Agreement and agrees to execute such other documents, waivers, releases and consents as shall be reasonably required by the Company to perfect the cancellation and extinguishment of all rights and privileges associated with the Notes.

IN WITNESS WHEREOF, the undersigned Holder has hereunto set his/her hand pursuant to due authority this 10th day of July, 2006.



Signature
Jonathan P. Schwartz
For Shoebox Investments, L.P.

Sworn to before me, a Notary public of the State of _____,
This _____ day of July, 2006.

Notary Public [SEAL]

My commission expires: _____

65 Atlantic Avenue, Boston, MA 02110
Telephone 617-720-1339 • Fax 617-723-7186