

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSET PURCHASE AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	EASY WIRELESS, INC.	12/28/2001
RECEIVING PARTY DATA		
Name:	EWI HOLDINGS, INC.	
Street Address:	10509 VISTA SORRENTO PARKWAY, #410	
City:	SAN DIEGO	
State/Country:	CALIFORNIA	
Postal Code:	92121	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	7522716	
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
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ATTORNEY DOCKET NUMBER:	4001-08801	
NAME OF SUBMITTER:	JERRY C. HARRIS, JR.	
SIGNATURE:	/Jerry C. Harris, Jr./	
DATE SIGNED:	04/15/2014	
Total Attachments: 21		
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Executed Assignment for Parent Application No. 09/619,392 filed July 19, 2000 for use in Continuation Application No. 10/316,603 filed December 10, 2002, issued as U.S. Patent No. 7,522,716.

ASSET PURCHASE AGREEMENT

By and Among

EWI HOLDINGS, INC.

a Delaware corporation

And

EASY WIRELESS, INC.

a Nevada corporation

dated as of December 28, 2001

PATENT

REEL: 017823 FRAME: 0923

PATENT

REEL: 032688 FRAME: 0818

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Exhibits

- EXHIBIT A - Form of Certificate of Incorporation
- EXHIBIT B - Form of Stockholder Rights Agreement
- EXHIBIT C - Contributed Assets and Assumed Liabilities

EWI HOLDINGS, INC.

ASSET PURCHASE AGREEMENT

This Agreement is made as of December 28, 2001 by and among EWI Holdings, Inc., a Delaware corporation (the "Company") and Easy Wireless, Inc., a Nevada corporation (the "Purchaser").

SECTION 1

Sale of Assets and Authorization and Sale of Preferred Stock

1.1 Authorization. The Company has authorized the sale and issuance of up to [REDACTED] shares of its Series A Preferred Stock, par value [REDACTED] per share (the "Series A Preferred"), having the rights, restrictions, privileges and preferences as set forth in the Company's Certificate of Incorporation attached to this Agreement as Exhibit A (the "Certificate").

1.2 Sale of Shares of Series A Preferred. Subject to the terms and conditions hereof, in consideration for the transfer by Purchaser to the Company of certain assets owned by the Purchaser (the "Contributed Assets") set forth on Exhibit C hereto, free and clear of any liens, encumbrances or rights of third parties, the Company will issue and sell to Purchaser, and Purchaser will receive from the Company, [REDACTED] shares of Series A Preferred. No further consideration shall be due from Purchaser with respect to the Series A Preferred. The Series A Preferred will be issued to the Purchaser, and the Purchaser will contribute the Contributed Assets as part of a contribution to a controlled corporation within the meaning of Section 351(a) of the Internal Revenue Code of 1986, as amended.

1.3 Delivery of Transferred Assets.

(a) Purchaser shall, in the manner and form, and to the locations, reasonably specified by the Company, deliver to the Company all of the Contributed Assets or in the case of the Intellectual Property (as defined in Schedule C) or other intangible assets, such instruments as are necessary or desirable to document and to transfer title to such assets from Purchaser to the Company.

(b) To the extent that the Company cannot be granted possession by Purchaser in respect of certain assets as of the Closing, those assets shall be held by Purchaser for and on behalf of the Company until such time as the Company is granted possession thereof.

1.4 Bills of Sale. At Closing, Purchaser shall deliver to the Company, bills of sale and other transfer documents, including those required under Section 1.3(a), in the form as

required under applicable law, or reasonably required by the Company, duly executed by Purchaser and evidencing the sale and transfer of the Contributed Assets to the Company.

1.5 Books and Records. After the Closing, Purchaser will give the Company reasonable access, during normal business hours, to all books, records and files requested by the Company that are reasonably necessary in order for the Company to respond to any third party or governmental inquiries, investigations, claims or audits related to the Contributed Assets or otherwise.

1.6 Agreement to Perform Necessary Acts. Purchaser shall take all additional actions as may be reasonably necessary, proper or advisable to put the Company in ownership, possession, and operating control of the Contributed Assets including execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis and such other instruments of sale, transfer, conveyance, and assignment as the Company or its counsel may reasonably request, provided that the Company shall pay any costs associated therewith incurred after the Closing (the "Transfer Expenses"). Without limiting the foregoing, to the extent that any software or other material copyrighted works constitutes a Contributed Asset, at the Company's written request after the Closing, Purchaser shall register the copyright in such work with the United States Copyright Office and record the transfer of ownership of such copyrighted work to the Company.

1.7 Power of Attorney. Effective upon the Closing, Purchaser hereby grants the Company the irrevocable power of attorney to represent Purchaser, where such representation is legally permissible, without restrictions towards legal entities and natural persons, public authorities and courts, to do, sign under hand (or, as required, under personal seal), deliver, receive and perform all and any acts, matters, statements and things which may be necessary to effectuate the intent of Section 1.6, put the Company in ownership, possession, and operating control of the Transferred Assets, including execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis and such other instruments of sale, transfer, conveyance, and assignment as may be required for this purpose. Under this power of attorney, the Company is entitled to enter into transactions on behalf of Purchaser with itself in its own name or in its capacity as attorney-in-fact of a third party and, therefore, the Company is released from any prohibition or restriction of self dealing which may exist under any applicable law. the Company shall be entitled to delegate the rights granted to it by this power-of-attorney and to grant dispensation from any legal prohibition or restriction of self dealing which may exist. The foregoing power of attorney is coupled with an interest and as of the Closing shall be irrevocable.

1.8 No Assumption Of Liabilities. Nothing set forth herein shall constitute the transfer to, or the assumption by, the Company of any liability, duty or obligation of Purchaser (except for such obligations under the Transferred Agreements (as defined in Exhibit C) with respect to periods, or events occurring, subsequent to the Closing, which shall be assumed by the Company effective as of the Closing), and any and all other Liabilities of Purchaser of any kind (the "Excluded Liabilities") shall remain solely the responsibility of Purchaser.

SECTION 2

Closing Date; Delivery

2.1 Closing Date. The closing of the purchase and sale of the Series A Preferred and the purchase and transfer of the Contributed Assets hereunder (the "Closing") shall be held at 11:00 a.m. on _____, 2001, or on such later date as the Company and the Purchaser may agree to (the date of such Closing being referred to as the "Closing Date"). The place of the Closing (including the place of delivery to the Purchaser by the Company of the certificates evidencing the Series A Preferred being purchased and the place of delivery to the Company by the Purchaser of the consideration therefor) shall be at the offices of Wilson Sonsini Goodrich & Rosati, 650 Page Mill Road, Palo Alto, California 94304-1050, or such other place as the Purchaser and the Company may mutually agree.

2.2 Delivery. At Closing, (i) the Company will deliver to Purchaser a certificate representing the number of shares of Series A Preferred being purchased by Purchaser registered in the Purchaser's name, and (ii) the Company and the Purchaser will each execute and deliver the other documents and instruments required to be executed and delivered on the Closing Date.

SECTION 3

Representations and Warranties of the Company

The Company hereby represents and warrants to Purchaser as follows:

3.1 Organization and Standing. The Company is a corporation duly organized and existing under, and by virtue of, the laws of the State of Delaware and is in good standing under such laws. The Company has all requisite corporate power to own and operate its properties and assets, and to carry on its business as presently conducted. The Company is duly qualified to do business and is in good standing in each jurisdiction in which the character of the business conducted by it or the location of the properties owned or leased by it make such qualification necessary, except for jurisdictions in which the failure to so qualify would not have a material adverse effect on the financial condition of the Company as a whole.

3.2 Corporate Power. The Company has all requisite legal and corporate power to execute and deliver this Agreement, to sell and issue the Series A Preferred hereunder (and the shares of Common Stock issuable upon conversion of the Series A Preferred), and to carry out and perform its obligations under the terms of this Agreement and the Stockholder Rights Agreement attached hereto as Exhibit B.

3.3 Subsidiaries. The Company has no subsidiaries or affiliated companies (other than Purchaser) and does not otherwise own or control, directly or indirectly, any other corporation, association or business entity.

3.4 Capitalization. The authorized capital stock of the Company consists of [REDACTED] shares of Common Stock, none of which will be issued and outstanding and immediately prior to Closing and [REDACTED] shares of Preferred Stock, of which [REDACTED] shares have been designated Series A Preferred Stock, none of which were issued and outstanding prior to the date hereof. The Company has reserved sufficient shares of Common Stock for issuance upon conversion of the Series A Preferred. The Company has also reserved [REDACTED] shares for issuance pursuant to its 2001 Stock Option Plan. Other than as set forth above, there are no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal or similar rights) or agreements, orally or in writing, for the purchase or acquisition from the Company of any shares of its capital stock.

3.5 Authorization. All corporate action on the part of the Company, its officers, directors and stockholders necessary for the authorization, execution, delivery and performance of this Agreement and the Stockholder Rights Agreement, and the authorization, sale, issuance and delivery of the Series A Preferred and the shares of Common Stock issuable upon conversion of the Series A Preferred has been taken or will be taken prior to the Closing. This Agreement and the Stockholder Rights Agreement constitute the valid and binding obligations of the Company enforceable in accordance with their respective terms, except as such enforceability may be limited by principles of bankruptcy, public policy or equitable considerations. The Series A Preferred, when issued in compliance with the provisions of this Agreement, shall be duly authorized and validly issued and shall be fully paid and nonassessable and shall be free of any restrictions on transfer other than restrictions under applicable federal and state securities laws. The Common Stock issuable upon conversion of the Series A Preferred has been duly and validly reserved for issuance and upon issuance in accordance with the terms of the Certificate of Incorporation will be duly and validly issued, fully-paid and nonassessable and will be free of restrictions on transfer other than restrictions under (i) applicable federal and state securities laws and (ii) the Stockholder Rights Agreement.

3.6 Title to Properties and Assets; Liens. The Company has good and marketable title to its properties and assets, and has good title to all its respective leasehold interests, if any, in each case subject to no mortgage, pledge, lien, lease, encumbrance or charge, other than (i) liens for current taxes not yet due and payable, and (ii) possible minor liens and encumbrances which do not in any case materially detract from the value of the property subject thereto or materially impair the operations of the Company, and which have not arisen otherwise than in the ordinary course of business.

3.7 Financial Statements; Undisclosed Liabilities. The Company has not prepared any financial statements to date. The Company has no obligations or liabilities, absolute or contingent, other than (i) obligations and liabilities incurred since the date of incorporation in the ordinary course of business, and (ii) obligations and liabilities not in excess of \$100,000 in any instance.

3.8 Compliance with Other Instruments; Laws; No Instruments Burdensome. The Company is not in violation of any term of its Certificate of Incorporation or Bylaws, or in any material respect of any term or provision of any material mortgage, indenture, contract, indebtedness, lease, agreement, instrument, judgment or decree, and is not in violation of any

order, statute, rule or regulation applicable to the Company. The execution, delivery and performance of and compliance with this Agreement and Stockholder Rights Agreement and the issuance of the Shares and the shares of Common Stock issuable upon conversion of the Series A Preferred shall not result in any violation of, or conflict with (with or without the passage of time and giving of notice), or constitute a default under the Certificate of Incorporation, Bylaws or any of the foregoing agreements, instruments, judgments or decrees, or result in the creation of, any mortgage, pledge, lien, encumbrance or charge upon any of the properties or assets of the Company.

3.9 Litigation. There are no actions, suits, proceedings or investigations pending, or to the Company's knowledge, threatened in writing against the Company or its properties before any court or governmental agency. The Company is not a party or subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality. There is no action, suit, proceeding or investigation by the Company currently pending or which the Company intends to initiate.

3.10 Governmental Consent. No consent, approval, qualification, order or authorization of, or registration, designation, declaration or filing with, any local, state or federal governmental authority on the part of the Company is required in connection with the valid execution and delivery of this Agreement, or the offer, sale or issuance of the Shares, except qualification (or taking such action as may be necessary to secure an exemption from qualification, if available) of the offer and sale of the Series A Preferred under the applicable Blue Sky laws which qualifications will occur within applicable time periods.

3.11 Brokers or Finders. The Company has not incurred, and shall not incur, directly or indirectly, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement or any transaction contemplated hereby.

3.12 Tax Matters. The Company agrees to properly report the issuance of the Series A Preferred to the Purchaser as an issuance in exchange for property transferred by the Purchaser qualifying as a tax-free exchange under Code Section 351. The Company will timely file the information required by Treas. Reg. Section 1.351-3 with its income tax return for the year in which the stock issuances contemplated by this Agreement occur and will comply with the record keeping requirements of Treas. Reg. Section 1.351-3. The Company represents that (i) there is no plan or intention to terminate the existence of the Company or to dispose of the assets contributed to the Company, except in the ordinary course of business; (ii) the Company has no plan or intention to reacquire any stock issued in the transactions contemplated by this Agreement; and (iii) the Company will not take any action that would reasonably be expected to prevent the stock issuances contemplated by this Agreement from qualifying as a tax-free exchange under Section 351(a) of the Code.

SECTION 4

Representations and Warranties of the Purchaser

Purchaser hereby represents and warrants to the Company as follows:

4.1 Authorization of Transaction. Purchaser has all requisite power and authority to enter into this Agreement and any related agreements to which it is a party and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Purchaser's Board of Directors, and other thur. approval of this Agreement and the transactions contemplated hereby by the stockholders of Purchaser, no further actions will be required on the part of Purchaser or any of its securityholders or creditors to authorize the Agreement, any related agreements to which Purchaser is a party and the transactions contemplated hereby. This Agreement has been duly executed and delivered by Purchaser and constitutes the valid and binding obligation of Purchaser, enforceable in accordance with its terms.

4.2 Noncontravention. The execution and delivery of this Agreement by Purchaser does not, and the consummation of the transactions contemplated hereby and thereby will not, conflict with, or result in any violation of, or default under (with or without notice or lapse of time, or both), or give rise to a right of termination, cancellation, modification or acceleration of any obligation or loss of any benefit under (any such event, a "Conflict") (i) any provision of the charter documents or bylaws (or like document) of Purchaser, (ii) any material mortgage, lease, indenture, contract or other agreement or instrument, permit, concession, franchise or license to which the Purchaser is a party or any of its properties or assets are subject, (iii) any judgment, order or decree, or (iv) any material statute, law, ordinance, rule or regulation applicable to Purchaser or its properties or assets.

4.3 Corporate Action: Board Determination of Fair Value. Purchaser has taken all corporate action, including but not limited to approval by its Board of Directors and shareholders of this Agreement and the transactions contemplated hereby, necessary to consummate the transactions contemplated hereby, and all such corporate action will be valid and in effect as of the Closing. The Board of Directors has concluded, and Purchaser represents, that the aggregate consideration to be paid by the Company hereunder represents fair and reasonably equivalent value for the Contributed Assets.

4.4 Consents. No consent, waiver, approval, order or authorization of, or registration, declaration or filing with, any court, administrative agency or commission or other federal, state, county, local or other foreign governmental authority, instrumentality, agency or commission or any third party (so as not to trigger any Conflict) is required by or with respect to Purchaser in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

4.5 Restrictions on Transaction. There is no agreement (not to compete or otherwise), commitment, judgment, injunction, order or decree to which Purchaser is a party or otherwise

(f) the Company acknowledges that it has received and reviewed a copy of Rule 144 promulgated under the Act, which permits limited public resales of securities acquired in a non-public offering, subject to the satisfaction of certain conditions. the Company understands that before the Series A Preferred or the shares issuable upon conversion of the Series A Preferred may be sold under Rule 144, the following conditions must be fulfilled, except as otherwise described below: (i) certain public information about the Company must be available, (ii) the sale must occur at least one year after the later of the date the securities were sold by the Company or the date they were sold by an affiliate of the Company, (iii) the sale must be made in a broker's transaction and (iv) the number of shares sold must not exceed certain volume limitations. If, however, the sale occurs at least two years after the securities were sold by the Company or an affiliate of the Company, and if the Company is not an affiliate of the Company, certain of the foregoing conditions shall not apply. the Company understands that the current information referred to above is not now available and the Company has no present plans to make such information available.

(g) the Company acknowledges that in the event the applicable requirements of Rule 144 are not met, registration under the Securities Act or compliance with another exemption from registration will be required for any disposition of its stock. the Company understands that although Rule 144 is not exclusive, the Securities and Exchange Commission has expressed its opinion that a person proposing to sell restricted securities received in a private offering other than in a registered offering or pursuant to Rule 144 will have a substantial burden of proof in establishing that an exemption from registration is available for such offering or sales and that such persons and that brokers who participate in the transactions do so at their own risk.

(h) the Company covenants that, in the absence of an effective registration statement covering the securities in question, it shall sell, transfer, or otherwise dispose of the Series A Preferred and the shares issuable upon conversion of the Series A Preferred only in a manner consistent with its representations and covenants this Agreement and any future agreements with the Company.

(i) the Company represents that it is an "accredited investor" pursuant to Rule 501 of Regulation D under the Securities Act.

4.8 No Public Market. the Company understands that no public market now exists for any of the securities issued by the Company.

4.9 Receipt of Information. the Company has received and reviewed this Agreement and all Exhibits thereto; it, its attorney and its accountant have had access to, and an opportunity to review all documents and other materials requested of the Company; it and they have been given an opportunity to ask any and all questions of, and receive answers from, the Company concerning the terms and conditions of the offering and to obtain all information if or they believe necessary or appropriate to evaluate the suitability of an investment in the Series A Preferred.

SECTION 5

Conditions to Closing of Purchaser

Purchaser's obligation to purchase the Series A Preferred at the Closing are, at the option of Purchaser, subject to the fulfillment on or prior to the Closing Date of the following conditions:

5.1 Representations and Warranties. The representations and warranties made by the Company in Section 3 hereof shall be true and correct when made, and shall be true and correct in all material respects on the Closing Date with the same force and effect as if they had been made on and as of such date.

5.2 Covenants. All covenants, agreements and conditions contained in this Agreement to be performed by the Company on or prior to the Closing Date shall have been performed or complied with in all material respects.

5.3 Qualification. The Company shall have obtained all necessary federal or state authorizations, approvals, permits and qualifications, or secured an exemption therefrom, required for the offer and sale of the Series A Preferred and the shares issuable upon the conversion of the Series A Preferred.

5.4 Stock Certificates. The Company shall have delivered to Purchaser a certificate for the [REDACTED] shares of Series A Preferred purchased hereunder.

5.5 Stockholder Rights Agreement. The Company shall have executed and delivered the Stockholder Rights Agreement.

SECTION 6

Conditions to Closing of Company

The Company's obligation to sell and issue the Shares at the Closing is, at the option of the Company, subject to the fulfillment of the following conditions:

6.1 Representations and Warranties. The representations and warranties made by Purchaser in Section 4 hereof shall be true and correct when made, and shall be true and correct in all material respects on the Closing Date with the same force and effect as if they had been made on and as of such date.

6.2 Qualification. The Company shall have obtained all necessary federal or state authorizations, approvals, permits and qualifications, or secured an exemption therefrom, required for the offer and sale of the Series A Preferred.

6.3 Stockholder Rights Agreement. Purchaser shall have executed and delivered the Stockholder Rights Agreement.

SECTION 7

Miscellaneous

7.1 Governing Law. This Agreement shall be governed in all respects by the laws of the State of California without reference to conflicts of law principles thereof.

7.2 Successors and Assigns. Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto, provided, however, that the rights of Purchaser to purchase the Series A Preferred shall not be assignable without the consent of the Company.

7.3 Entire Agreement; Amendment. This Agreement and the exhibits hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof and supersede all prior discussions and agreements. Neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument signed by the Company and Purchaser against whom enforcement of such amendment, waiver, discharge or termination is sought.

7.4 Notices. All notices which either party is required or may desire to serve upon any other party shall be in writing and addressed to the party to be served as follows:

(a) if to Purchaser:

Easy Wireless, Inc.
9466 Chesapeake Drive #702
San Diego, CA 92123
Fax: (858) 560-7575
Attn: Secretary

(b) if to the Company:

EWI Holdings, Inc.
9466 Chesapeake Drive #702
San Diego, CA 92123
Fax: (858) 560-7575
Attn: Secretary

Any such notice may be served personally or by mail (postage prepaid), facsimile (provided confirmation of receipt is immediately obtained or a hard copy is concurrently sent by internationally commercially recognized overnight delivery service), internationally commercially recognized overnight delivery service (such as Federal Express or DHL) or courier. Notice shall be deemed served upon personal delivery or upon the date sent.

7.5 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any holder of any Series A Preferred, upon any breach or default of the

Company under this Agreement, shall impair any such right, power or remedy of such holder nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any holder of any breach or default under this Agreement, or any waiver on the part of any holder of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any holder, shall be cumulative and not alternative.

7.6 Expenses. The Company shall bear its own legal and other expenses with respect to the transactions and shall pay or reimburse, as applicable, any legal expenses of outside legal counsel incurred by the Purchaser in connection with the Closing. Any legal fees incurred by Purchaser which are for the primary benefit of Purchaser (as opposed to the Company) shall not be for the account of, or be reimbursable by, the Company.

7.7 Waiver of Conflict. Each party to this Agreement that has been or continues to be represented by Wilson Sonsini Goodrich & Rosati, P.C., counsel to the Company, hereby acknowledges that Rule 3-310 of the Rules of Professional Conduct promulgated by the State Bar of California requires an attorney to avoid representations in which the attorney has or had a relationship with another party interested in the representation without the informed written consent of all parties affected. By executing this Agreement, each such party gives his or its informed written consent to the representation of the Company by Wilson Sonsini Goodrich & Rosati, P.C. in connection with this Agreement and the transactions contemplated hereby.

7.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be enforceable against the parties, and all of which together shall constitute one instrument. Each party to this Agreement agrees that it will be bound by its own telecopied signature and that it accepts the telecopied signature of each other party to this Agreement.

7.9 Severability. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision; provided that no such severability shall be effective if it materially changes the economic benefit of this Agreement to any party.

7.10 Specific Performance; Injunctive Relief. It is acknowledged that it will be impossible to measure in money the damages that would be suffered if the parties fail to comply with any of the obligations herein imposed on them, and that in the event of any such failure, an aggrieved person will be irreparably damaged and will not have an adequate remedy at law. Any such person shall, therefore, be entitled to injunctive relief, including specific performance, to enforce such obligations, and if any action shall be brought in equity to enforce any of the provisions of this Agreement, none of the parties hereto shall raise the defense that there is an adequate remedy at law.

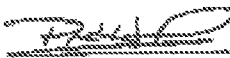
7.11 No Conflicts. Nothing in this Agreement shall be deemed to prohibit or restrict in any way the business and investment activities of Purchaser or any affiliate of Purchaser.

7.12 Rights. This Agreement shall not confer any rights or remedies upon any Person, other than the parties hereto and their respective heirs, successors, and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Series A Preferred Stock Purchase Agreement as of the date first written above.

"COMPANY"

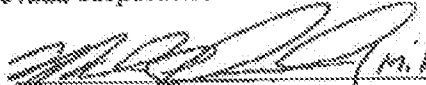
EWI Holdings, Inc.
a Delaware corporation

By:  (PATRICK K. HAZEL)

Title: CEO

"PURCHASER"

Easy Wireless, Inc.
a Nevada corporation

By:  (Mike Paschini)

Title: President

EXHIBIT A

Form of Certificate of Incorporation

(see Tab 2)

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EXHIBIT B

Form of Stockholder Rights Agreement

(see Tab 9)

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EXHIBIT C**Contributed Assets and Assumed Liability****I. Contributed Assets**

The Contributed Assets shall include all of the assets used and useful in the business operations of Easy Wireless, Inc., and those of its subsidiary, YOLO Communications, including but not limited to the following:

- All cash, cash equivalents and restricted cash, less any amounts needed for the immediate working capital needs of Easy Wireless, Inc.
- All commissions and advances against commissions
- All accounts receivable, less any account receivables older than 90 days.
- All tangible fixed assets, including office equipment and leasehold improvements
- All Intellectual Property (as defined below) relating to the Easy Wireless business.
- All lease deposits and other prepaid expenses
- All agreements with service providers/carriers; provided however that in the case of any agreement that requires the consent of the service provider/carrier prior to assignment, such assignment shall not be effected, and such agreement shall not be deemed a "Transferred Agreement," unless and until such consent has been obtained.
- All agreements with dealers and retailers.
- All real estate and personal property leases.
- All rights under the following agreements, which shall be deemed "Transferred Agreements":
- All hardware and software.
- The right to employ all employees of Easy Wireless and Yolo Communications

"Intellectual Property" means any or all of the following and all statutory and/or common law rights throughout the world in, arising out of, or associated therewith: (i) all patents and applications therefor (if any) and all reissues, divisions, renewals, extensions, provisions, continuations and continuations-in-part thereof; (ii) all inventions (whether patentable or not), invention disclosures and improvements, all trade secrets, proprietary information, know how and technology; (iii) all works of authorship, copyrights, mask works, copyright and mask work registrations and

applications; (iv) all industrial designs and any registrations and applications therefor; (v) all trade names, trade name rights, logos, trademarks, trademark rights, service marks and service mark rights; trademark and service mark registrations and applications; (vi) all databases and data collections (including knowledge databases, customer lists and customer databases); (vii) all rights in software; (viii) rights to Uniform Resource Locators, Web site addresses and domain names; (ix) all know-how, show-how, techniques, design rules, trade secrets, inventions (whether or not patented or patentable), algorithms, routines, software, files, databases, data compilations, works of authorship, processes, devices, prototypes, schematics, breadboards, netlists, mask works, test methodologies, and hardware development tools; (x) any similar, corresponding or equivalent rights to any of the foregoing, including but not limited to, the right to sue for past infringement, if any, in connection with any of the foregoing; (xi) any goodwill associated with any of the foregoing; and (xii) copies of all books, records, files and materials relating to the foregoing or otherwise necessary for the operation of the Easy Wireless business.

2. Excluded Assets:

The following shall be deemed Excluded Assets which shall be retained by Purchaser:

- All assets of Paschini Communications, Inc. that exist on the Paschini Communication balance sheet as of the Closing.
- All notes payable from related parties including Miles Paschini.
- All credit facilities.
- Any Accounts Receivable older than 90 days.

3. Included Liabilities:

The Assumed Liabilities shall consist of the following liabilities of Easy Wireless Inc. and YOLO Communications (the "Assumed Liabilities"):

- All accounts payable appearing on the Easy Wireless balance sheet as of the Closing, less any accounts payable which is currently contested by Easy Wireless, Inc.
- All obligations to remit sales taxes collected.
- All dealer reserves
- All accrued payroll obligations
- All obligations under the Transferred Agreements.

4. Excluded Liabilities

The following shall be deemed Excluded Liabilities which shall be retained by Purchaser:

- All liabilities, obligations, claims and expenses other than the Assumed Liabilities set forth above.

- All liabilities, obligations, claims and expenses of Paschini Communications, Inc.

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RECORDED: 06/21/2006

RECORDED: 04/15/2014

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