

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3128931

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	COMSENSE TECHNOLOGIES, LTD.	06/28/2002
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BEEPCARD INC.	
<b>Street Address:</b>	P.O. BOX 6555	
<b>City:</b>	TEL-AVIV	
<b>State/Country:</b>	ISRAEL	
<b>Postal Code:</b>	61064	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	13083643
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(716)852-2535	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	7168520400	
<b>Email:</b>	kdmccarthy@roachbrown.com	
<b>Correspondent Name:</b>	KEVIN D. MCCARTHY	
<b>Address Line 1:</b>	1920 LIBERTY BUILDING	
<b>Address Line 2:</b>	424 MAIN STREET	
<b>Address Line 4:</b>	BUFFALO, NEW YORK 14202	
<b>ATTORNEY DOCKET NUMBER:</b>	0-14-440(BCD-P-007-US3)	
<b>NAME OF SUBMITTER:</b>	KEVIN D. MCCARTHY	
<b>SIGNATURE:</b>	/Kevin D. McCarthy/	
<b>DATE SIGNED:</b>	12/02/2014	
<b>Total Attachments: 4</b>		
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*12/18*

**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.

*החשבונית  
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*AS*

**PATENT**

**REEL: 034308 FRAME: 0958**

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 IBDA under Sections [ ] 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 in NIS equal to \$150,000 in the manner described in paragraph 6, and additional payments out of Buyer's revenues not to exceed an additional amount of \$150,000 as described in paragraph 7.

6. An amount of \$150,000 plus VAT will be paid in two installments.

- An amount of \$70,000 plus VAT will be paid on the day of signing this Agreement.
- An amount of \$80,000 plus VAT will be paid within 30 days of signing this Agreement. But within ten days of signing this Agreement, the buyer will give the temporary liquidator an autonomic bank guarantee (from an Israeli bank account to be established by Buyer) that this \$80,000 installment will be paid according to the temporary liquidator's request. Buyer confirms that the temporary liquidator will be entitled to exercise that guarantee in the event that the second installment is not paid on or before the correct date, regardless of the reason for not paying.

7. In addition to the payments due under paragraph 6, Buyer will pay to ComSense 10% plus VAT from any revenue it actually receives in connection with selling products created by ComSense before liquidation and products similar to and derived from those products (hereinafter, the "Products") until paying the aggregate amount in NIS that is equal to 150,000\$ plus VAT.


8. In order to assure the execution of paragraph 7 above, the Buyer is committed as follows:
- a. Buyer will send ComSense a quarterly report approved by a CPA that describes all of the revenues from any source, including a description of the revenues received from selling Products. In that report, Buyer will detail the amount due ComSense against the Buyer's revenues during the same quarter, and will attach a check in the proper amount, plus VAT.
  - b. Buyer will permit the temporary liquidator or a certified public accountant from an internationally recognized firm appointed by the temporary liquidator all access to books and records to assure that Buyer is paying ComSense all amounts due. In case the books are not in Israel, Buyer will provide the temporary liquidator or his replacement copies of those relevant books and records as reasonably requested by the temporary liquidator.
  - c. The provisions of paragraph 7 and this paragraph 8 bind Buyer, and any other entity under common control with Buyer. Buyer will not enter any indirect sales relationship with any entity that is not a recognized marketing or resale company, or a marketing or resale company in existence prior to the establishment of Buyer.
9. Buyer will be responsible to transfer all of the assets to its name, and will have no claim against ComSense or the Temporary Liquidator if it will not be able to transfer assets to Buyer's name.

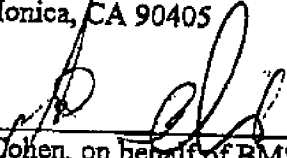
ComSense, through the temporary liquidator, will cooperate in good faith, and act promptly to assist Buyer in transferring title of all assets and Intellectual Property Rights purchased hereunder. Among other manner of assistance, ComSense (through the temporary liquidator) will (i) sign any documents 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.


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.

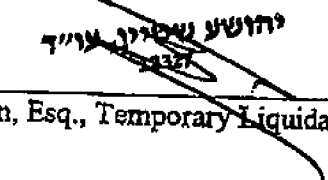
 6/21/02  
Alan Sege, CEO on behalf of Beepcard, Incorporated ("Buyer")  
2644 30<sup>th</sup> Street, Second Floor  
Santa Monica, CA 90405  
Date

 6/24/02  
Moshe Cohen, on behalf of BMS, Asia Ltd., a shareholder in Buyer  
47 Choviver Tzion Street  
Tel-Aviv 63346 Israel  
Date

 6/24/02  
Craig Lewis, a shareholder in Buyer  
421 14<sup>th</sup> Street  
Santa Monica, CA 90402  
Date

 6/21/02  
Dan Robbins, a shareholder in Buyer  
453 14<sup>th</sup> Street  
Santa Monica, CA 90402  
Date

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.

 6/6/02  
Joshua Stein, Esq., Temporary Liquidator in the matter of ComSense Technologies, Ltd.  
Date