

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4223410

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/15/2014

CONVEYING PARTY DATA

Name	Execution Date
WIRELESS EXTENDERS, INC.	01/15/2014
WIEX ACQUISITION, INC.	01/15/2014
LELAND STRANGE	01/15/2014

RECEIVING PARTY DATA

Name:	WILSON ELECTRONICS, LLC
Street Address:	3301 EAST DESERET DRIVE
City:	ST. GEORGE
State/Country:	UTAH
Postal Code:	84790

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	7706744

CORRESPONDENCE DATA

Fax Number: (801)566-0750

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.

Phone: 801-566-6633

Email: michelle.orton-brown@tnw.com

Correspondent Name: THORPE NORTH & WESTERN, LLP.

Address Line 1: P.O. BOX 1219

Address Line 4: SANDY, UTAH 84091-1219

NAME OF SUBMITTER:	ALEX W. HAYMOND
SIGNATURE:	/Alex W. Haymond/
DATE SIGNED:	01/12/2017

Total Attachments: 16

source=ASSIGNMENT1#page1.tif
 source=ASSIGNMENT1#page2.tif
 source=ASSIGNMENT1#page3.tif
 source=ASSIGNMENT1#page4.tif

source=ASSIGNMENT1#page5.tif
source=ASSIGNMENT1#page6.tif
source=ASSIGNMENT1#page7.tif
source=ASSIGNMENT1#page8.tif
source=ASSIGNMENT1#page9.tif
source=ASSIGNMENT1#page10.tif
source=ASSIGNMENT1#page11.tif
source=ASSIGNMENT1#page12.tif
source=ASSIGNMENT1#page13.tif
source=ASSIGNMENT1#page14.tif
source=ASSIGNMENT1#page15.tif
source=ASSIGNMENT1#page16.tif

AGREEMENT AND PLAN OF MERGER

BY AND AMONG

WILSON ELECTRONICS, LLC,

WIRELESS EXTENDERS, INC.,

WIEX ACQUISITION, INC.,

**LELAND STRANGE, INDIVIDUALLY AND IN HIS CAPACITY AS THE
SHAREHOLDERS' REPRESENTATIVE**

and

THE MAJORITY SHAREHOLDERS NAMED HEREIN

DATED AS OF JANUARY 15, 2014

TABLE OF CONTENTS

ARTICLE 1. DEFINITIONS 2

 1.1 Defined Terms. 2

 1.2 Interpretation. 13

 1.3 Company References. 14

ARTICLE 2. MERGER 14

 2.1 Merger. 14

 2.2 Consideration Paid for Company Equity Securities. 16

 2.3 Post-Closing Adjustment to Preliminary Cash Consideration. 18

 2.4 Withholding; Post-Closing Payments to Optionholders. 19

ARTICLE 3. CLOSING 20

 3.1 Closing Transactions. 20

ARTICLE 4. REPRESENTATIONS AND WARRANTIES REGARDING MAJORITY
SHAREHOLDERS 21

 4.1 Authorization of Closing Transactions. 21

 4.2 Absence of Conflicts. 22

 4.3 Title. 22

 4.4 Brokers' Fees. 22

ARTICLE 5. REPRESENTATIONS AND WARRANTIES REGARDING THE
COMPANY 22

 5.1 Organization and Power. 23

 5.2 Authorization of Closing Transactions. 23

 5.3 Capitalization; Subsidiaries. 23

 5.4 Absence of Conflicts. 24

 5.5 Financial Statements. 24

 5.6 Certain Developments. 25

 5.7 Real Property. 27

 5.8 Tax Matters. 27

 5.9 Contracts and Commitments. 29

 5.10 Proprietary Rights. 32

 5.11 Seller Broker. 34

 5.12 Governmental Licenses and Permits. 34

5.13	Employees	34
5.14	Employee Benefit Plans	35
5.15	Affiliate Transactions	37
5.16	Compliance with Laws	37
5.17	Environmental Matters	38
5.18	Tangible Assets	39
5.19	Undisclosed Liabilities	39
5.20	Notes and Accounts Receivable; Inventory	39
5.21	Insurance	40
5.22	Product Liability Claims	40
5.23	Customers and Suppliers	41
5.24	Officers and Directors	41
5.25	Bank Accounts	41
5.26	Litigation	41
5.27	Systems	42
5.28	Disclosure	42
ARTICLE 6. REPRESENTATIONS AND WARRANTIES REGARDING BUYER AND MERGER SUB		42
6.1	Organization and Power	42
6.2	Authorization of Closing Transaction	43
6.3	Absence of Conflicts	43
6.4	Brokers' Fees	43
ARTICLE 7. OTHER COVENANTS		43
7.1	Press Releases and Announcements	43
7.2	Further Transfers	43
7.3	Non-Solicitation, Non-Competition and Confidentiality	44
7.4	Litigation Support	46
7.5	Post-Closing Deliveries	46
ARTICLE 8. INDEMNIFICATION AND RELATED MATTERS		46
8.1	Survival; Absence of Other Representations	46
8.2	Indemnification	47
8.3	Indemnification Procedures	50

8.4	Certain Waivers; Releases, etc.	51
8.5	Tax Matters.	52
8.6	Treatment of Indemnification Payments.....	53
ARTICLE 9. MISCELLANEOUS		54
9.1	Amendment and Waiver.	54
9.2	Notices.	54
9.3	Binding Agreement; Assignment.....	55
9.4	Severability.	55
9.5	No Strict Construction.	56
9.6	Captions.	56
9.7	Entire Agreement; Integration.	56
9.8	Counterparts.	56
9.9	Governing Law; Venue.....	56
9.10	Specific Performance.....	57
9.11	Buyer Party Expenses.	57
9.12	Schedules, Annexes and Exhibits.	57
9.13	Waiver of Jury Trial.....	57
9.14	Parties in Interest.....	57
9.15	Shareholders' Representative.....	58

AGREEMENT AND PLAN OF MERGER

Wilson Electronics, LLC, a Delaware limited liability company ("**Buyer**"), WIEX Acquisition, Inc., a Georgia corporation ("**Merger Sub**"), Wireless Extenders, Inc., a Georgia corporation (the "**Company**"), Leland Strange ("**Strange**"), an individual resident of the State of Florida, individually in his capacity as a holder of Common Stock and Preferred Stock, and Strange in his capacity as the Shareholders' Representative, and each of the other Majority Shareholders listed on the signature pages, enter into this Agreement and Plan of Merger (this "**Agreement**") as of January 15, 2014. Buyer, Merger Sub, the Company, Strange and the other Majority Shareholders are sometimes referred to herein as the "**Parties**."

WHEREAS, the Parties intend that Merger Sub be merged with and into the Company, with the Company surviving that merger on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, the Board of Directors of the Company has (i) determined that it is in the best interests of the Company and its shareholders, and declared it advisable, to enter into this Agreement, (ii) approved the execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby, including the Merger, and (iii) resolved to recommend adoption of this Agreement by the shareholders of the Company;

WHEREAS, the Board of Managers of Buyer has approved this Agreement and declared it advisable for Buyer to enter into this Agreement;

WHEREAS, the Board of Directors of Merger Sub has approved this Agreement and declared it advisable for Merger Sub to enter into this Agreement;

WHEREAS, the shareholders of the Company listed on Annex I (the "**Majority Shareholders**") which beneficially own (i) 1,696,047 shares of the Preferred Stock of the Company, and (ii) 789,333 shares of the Common Stock of the Company, have executed this Agreement and agreed to be bound by the provisions applicable to the Majority Shareholders as provided herein;

WHEREAS, on or prior to the Closing Date, pursuant to a duly executed written shareholders consent, the shareholders of the Company which beneficially own (i) 1,696,047 shares of the Preferred Stock of the Company (representing 100% of the issued and outstanding shares of Preferred Stock as of the Closing), and (ii) 1,219,742 shares of the Common Stock of the Company (representing approximately 60% of the issued and outstanding shares of Common Stock as of the Closing), approved the execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby, including the Merger; and

WHEREAS, pursuant to those certain agreements, executed and delivered on or prior to the Closing Date (each, an "**Option Cancellation Agreement**" and, collectively, the "**Option Cancellation Agreements**"), by and between each employee Optionholder listed on Annex II and the Company, each such Optionholder agreed to surrender for cancellation on the Closing Date all Options owned by such Optionholder in exchange for cash equal to the Option Cancellation Payment to be paid for the Options surrendered by such Optionholder, net of any applicable withholding Tax, to be paid by Buyer on behalf of the Company;

THEREFORE, the Parties agree as follows:

ARTICLE 1.
DEFINITIONS

1.1 Defined Terms.

In this Agreement, the following terms will have the following meanings:

“**Actual Cash**” means Cash in the bank and deposits in transit.

“**Adjustment Statement**” is defined in Section 2.3(A).

“**Affiliate**” means, with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with such first Person.

“**Aggregate Merger Consideration**” is defined in Section 2.2(A).

“**Agreement**” is defined in the preamble to this Agreement.

“**Benefit Plan**” means any “employee benefit plan” (as such term is defined in ERISA Section 3(3)) and any other employee benefit plan, program, nonqualified deferred compensation plan, severance or similar arrangement of any kind that applies to current or former employees or directors (or their spouses or dependent children) of the Company that the Company maintains, to which the Company contributes or has any obligation to contribute, or with respect to which the Company has any Liability or potential Liability.

“**Business**” means (i) the design, development and distribution of cell phone Signal Boosters and signal meters and (ii) the distribution of antennas, components and other accessories that are used or usable in connection with cell phone Signal Boosters.

“**Business Day**” means a day, other than a Saturday or Sunday, on which commercial banks in Salt Lake City, Utah are open for the general transaction of business.

“**Business Products**” is defined in the definition of Product Liability Claims.

“**Buyer**” is defined in the preamble to this Agreement.

“**Buyer Indemnitee**” is defined in Section 8.2(A).

“**Buyer Party**” means each of Buyer and Merger Sub.

“**Cap**” is defined in Section 8.2(A).

“**Carved-Out Representations**” is defined in Section 8.2(A).

“**Cash**” means cash and cash equivalents (including marketable securities and short term investments), less the sum of outstanding checks and other uncleared payments, including payroll.

“**Final Adjustment Amount**” is defined in Section 2.3(C).

“**Final Cash Consideration**” is defined in Section 2.3(E).

“**Financial Statements**” is defined in Section 5.5(A).

“**Flow of Funds Statement**” means a flow of funds statement jointly prepared by the Parties.

“**GAAP**” means United States generally accepted accounting principles, as in effect from time to time, as consistently applied by the Company.

“**Governmental Entity**” means any government, agency, governmental department, commission, board, bureau, court, arbitration panel or instrumentality of the United States of America or any foreign government or any state, municipality or other political subdivision in or of any of the foregoing (whether now or hereafter constituted and/or existing) and any court, agency, instrumentality, regulatory commission or other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“**Hazardous Substances**” means any hazardous or otherwise regulated materials, substances or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, asbestos, polychlorinated biphenyls, radioactive materials, noise or electromagnetic radiation or any other substances which is or may be harmful to human health or the environment or which is regulated, limited or prohibited under any Environmental and Safety Requirement.

“**Identifiers**” means (a) internet domain names; and (b) telephone numbers and telephone directory listings.

“**Immediate Family**” shall mean: with respect to any natural person, (i) such person’s spouse, parent, grandparent, children, grandchildren and siblings, (ii) such person’s former spouse(s) and current spouses of such person’s children, grandchildren and siblings, and (iii) estates, trusts, partnerships and other entities of which a material portion of the interest are held directly or indirectly by the foregoing.

“**Indebtedness**” means, as of a particular date, without duplication, (i) any indebtedness (including interest, fees and prepayment premiums or penalties thereon) for borrowed money or issued in substitution for or exchange of indebtedness for borrowed money, (ii) any indebtedness evidenced by any note, bond, debenture or other debt security, (iii) any indebtedness for the deferred purchase price of property or services with respect to which a Person is liable, contingently or otherwise, as obligor or otherwise (other than trade payables and other current liabilities incurred in the Ordinary Course which are not more than three months past due), (iv) any commitment by which a Person assures a creditor against loss (including contingent reimbursement obligations with respect to letters of credit, performance bonds, payment bonds and the like), (v) any indebtedness guaranteed in any manner by the Company (including guarantees in the form of an agreement to repurchase or reimburse), (vi) any obligations under capitalized leases with respect to which a Person is liable, contingently or otherwise, as obligor, guarantor or otherwise, or with respect to which obligations a Person assures a creditor against loss, (vii) any indebtedness secured by a Lien on a Person’s assets, (viii) any unsatisfied obligation for “withdrawal liability” to a

“multi-employer plan,” as such terms are defined under ERISA, and (ix) any unsatisfied obligation relating to any funding obligation of an Employee Pension Benefit Plan subject to Title IV of ERISA.

“**Indemnified Party**” is defined in Section 8.3(A)(i).

“**Indemnifying Party**” is defined in Section 8.3(A)(i).

“**Independent Auditor**” means an independent accounting firm mutually agreed upon by Buyer and the Shareholders’ Representative.

“**Know-How**” means all proprietary technical information, know-how, discoveries, improvements, processes, formulas, data, inventions, sequences, modifications, mechanisms of action, instruction and other intellectual property (other than Trade Secret or patent rights and the information disclosed or referenced therein) and software, algorithms, hardware, whether or not patentable, that are used for the development and commercialization of the Business.

“**Latest Balance Sheet**” is defined in Section 5.5(A)(ii).

“**Lease Agreement**” means that certain lease agreement by and between the Company and ISC Properties, LLC, dated as of December 30, 2013.

“**Leased Real Property**” means all leasehold or subleasehold estates and other rights to use or occupy any land, building, structures, improvements, fixtures or other interest in real property held by the Company.

“**Leases**” means all real property leases, subleases, licenses, concessions and other agreements (written or oral), including all amendments, extensions, renewals, guaranties and other agreements with respect thereto, to which the Company is a party, including the right to all security deposits and other amounts and instruments deposited by or on behalf of the Company thereunder.

“**Legal Requirement**” means all federal, state, local and foreign laws, statutes, codes, rules, regulations, ordinances, judgments, orders, decrees and the like of any Governmental Entity, including common law.

“**Liability**” means any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including any liability for Taxes.

“**License Agreement**” means any agreement (including, without limitation, any outstanding decrees, orders, judgments, settlement agreements and stipulations) pursuant to which a Person is granted any rights in any Proprietary Rights, including any right to distribute, promote, market or sell any Proprietary Rights.

“**Licensed Proprietary Rights**” means Proprietary Rights that are licensed to the Company by third parties.

“**Licenses**” means all licenses, permits, approvals, franchises, certificates, and other authorizations issued by any Governmental Entity to or held by (or required to be issued to or held

(D) Liens arising under equipment leases with third parties entered into in the ordinary course of business consistent with past practice which do not involve lease payments in excess of \$1,000 per month per lease.

“**Person**” means an individual, a partnership, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, any Governmental Entity or any similar entity.

“**Pre-Closing Tax Period**” means any taxable period or portion thereof ending on or before the Closing Date or, as the context may require, all such periods and portions. If a taxable period begins on or before the Closing Date and ends after the Closing Date, then the portion of the taxable period through the end of the Closing Date shall constitute a Pre-Closing Period.

“**Preferred Stock**” means shares of Series A Preferred Stock of the Company, no par value.

“**Preferred Stock Payment**” means all amounts payable in liquidation as a preference to the holders of the Company’s Preferred Stock, prior to any participation by such holders with the holders of the Common Stock on an as-converted basis.

“**Preliminary Cash Consideration**” is defined in Section 2.1(C).

“**Proceeding**” means any action, suit, claim, demand, summons, citations or subpoena, hearing, public meeting or inquiry of any kind or nature whatsoever, civil, criminal, administrative, regulatory or otherwise, at law or in equity.

“**Product Liability Claims**” means all Liabilities of the Company resulting from or under (i) any warranty made or allegedly made by the Company prior to the Closing Date with respect to any product it manufactures, distributes, uses or installs or any services it renders (“**Business Products**”), (ii) any alleged defect in, non-performance or deficiency of any nature in any Business Product sold prior to the Closing Date, or (iii) any injury to person or property caused or alleged to be caused to any degree by any Business Product sold or provided (as applicable) prior to the Closing Date.

“**Prohibited Transaction**” is defined in ERISA Section 406 and Code Section 4975.

“**Proprietary Rights**” means all rights or interests, whether as an owner, licensor, licensee or otherwise, along with all income, royalties, damages and payments due or payable at the Closing Date or thereafter, including damages and payments for past, present or future infringements or misappropriations thereof, the right to sue and recover for past infringements or misappropriations thereof and any and all corresponding rights or interests that, now or hereafter, may be secured throughout the world: (a) patents, patent applications, patent disclosures, inventions, industrial designs and models (whether or not patentable and whether or not reduced to practice) and any reissue, continuation, continuation-in-part, division, revision, extension or reexamination thereof; (b) trademarks, service marks, trade dress, logos, trade names, corporate names and domain names, together with all translations, adaptations, derivations, and combinations, including all goodwill associated therewith; (c) copyrights, registered or unregistered, database rights and works of authorship; (d) mask works; (e) rights of publicity and privacy relating to the use of names, likenesses, voices, signatures and biographical information of natural persons; (f) all

accurate and complete description of all material terms of all oral Material Contracts which are described or required to be described thereon.

5.10

Proprietary Rights.

(A) Generally. Schedule 5.10(A) sets forth a complete and correct list of: (i) all registered and all material unregistered Proprietary Rights, including all pending applications for registration of Proprietary Rights owned, filed or used by the Company or in connection with the Business, identifying the Proprietary Rights and whether such Proprietary Right is an Owned Proprietary Right or a Licensed Proprietary Right; (ii) all other material License Agreements, sublicenses, agreements, permissions, consents or similar agreements or arrangements, whether written or oral, identifying for each: (w) the parties thereunder, (x) the date thereof; (y) the type of license (including the term thereof) and (z) the Proprietary Rights licensed thereunder; and (iii) all Identifiers owned by, allocated or issued to the Company or used in connection with the Business. The Proprietary Rights identified on Schedule 5.10(A) constitute all of the Proprietary Rights used in or necessary for the business of the Company currently conducted throughout the world, and neither any Seller nor to the Company's knowledge any third party owns or has any rights with respect to such Proprietary Rights. The Company has not agreed to indemnify any Person with respect to any Proprietary Rights.

(B) Ownership; Infringement. Except as set forth on Schedule 5.10(B), (i) the Company, solely and exclusively, owns and possesses all right, title and interest in and to, and has a valid and enforceable right to use, the Proprietary Rights described or required to be described on Schedule 5.10(A), free and clear of all Liens (other than Permitted Liens), and no claim by any third party contesting the validity, enforceability, use or ownership of any of the foregoing has been made, is currently outstanding or, to the Company's knowledge, has been threatened in writing or, to the Company's knowledge, orally, (ii) no loss, expiration or claim challenging the validity or enforceability of any Proprietary Right is pending, or, to the Company's knowledge, threatened in writing or, to the Company's knowledge, orally, (iii) the Company has not received any notice of, and the Company does not have knowledge of any fact which indicates a likelihood of any infringement, violation, dilution, misappropriation by, or any conflict with, any third Person with respect to any Proprietary Right, including any demand or request that the Company license rights from a third Person, (iv) the practice of any patents or methods comprising the Proprietary Rights do not infringe, dilute, violate or misappropriate the Proprietary Rights of any third person in the jurisdiction where the Business is presently conducted or any jurisdiction where the Business is anticipated to be conducted, (v) the Company has not infringed, violated, diluted, misappropriated or otherwise violated any Proprietary Rights of any third Person and the Company has no knowledge of any infringement, misappropriation, violation or dilution which will occur as a result of the continued operation of the Business on the same basis as it is currently operated or the consummation of the transactions contemplated by this Agreement and the Transaction Documents (including the Closing Transactions), and (vi) all of the Company's rights in and to such Proprietary Rights are freely assignable by the Company, including the right to create derivative works.

(C) Restrictions. Except as set forth on Schedule 5.10(C), there are no settlements, injunctions, forbearances to sue, consents, coexistence agreements, judgments, or orders or similar obligations to which the Company is a party or is otherwise bound, which (i) restrict the rights of the Company to use any Proprietary Rights or (ii) permit third parties to use any Proprietary Rights, which would otherwise infringe any Proprietary Rights. The Company has not

licensed or sublicensed its rights in any Proprietary Rights to others and no royalties, honoraria or other fees are payable by the Company for the use of, or right to use, any Proprietary Rights, except pursuant to one or more of the contracts disclosed on Schedule 5.10(C).

(D) Registrations. All registrations for Proprietary Rights identified on Schedule 5.10(A) are valid and in force, and any applications to register any unregistered Proprietary Rights so identified are pending and in good standing, all without challenge of any kind and to the Company's knowledge, the Company has the right to bring actions for infringement or unauthorized use of the Proprietary Rights owned by the Company.

(E) Patents and Trademarks. Except as set forth on Schedule 5.10(E), all patents and registered trademarks included in the Proprietary Rights have been filed in, issued by or registered with the United States Patent and Trademark Office and, where applicable, the corresponding offices of other countries, as the case may be as shown on Schedule 5.10(A), and have been maintained and renewed in accordance with all applicable provisions of law and administrative regulations in the United States and each such other country. All registered trademarks are in use in the form appearing in, and in connection with the goods and services listed in, their respective registration certificates (with respect to registered trademarks) or applications (with respect to unregistered trademarks for which an application has been filed.) Complete and accurate copies of all patent and trademark filings, including all correspondence to and from the United States Patent and Trademark Office and the applicable offices of other countries, have been provided to Buyer. The Company has used commercially reasonable efforts to protect its rights in such patents and registered and material unregistered trademarks, and there have been no acts or omissions by the Company, the result of which would be to compromise the rights of the Company to apply for or enforce appropriate legal protection of such patents and registered and material unregistered trademarks.

(F) Protective Measures. The Company has taken reasonable measures to protect the confidentiality of all material Confidential Information of the Company, including the Trade Secrets included in the Proprietary Rights. To the Company's knowledge, no material Confidential Information or Trade Secrets have been disclosed by the Company or authorized to be disclosed by the Company to any third person other than pursuant to a written non-disclosure agreement; and, to the Company's knowledge, no third person that is a party to any non-disclosure agreement with the Company is in breach or default thereof. To the Company's knowledge, no material Confidential Information or Trade Secrets of the Company have been improperly disclosed to or misappropriated by another Person. To the Company's knowledge, the owners of the material Proprietary Rights licensed to the Company have taken all reasonably necessary and desirable actions to properly maintain and protect such material Proprietary Rights. To the Company's knowledge, no third party is misappropriating, infringing or otherwise violating any Proprietary Rights of the Company, and no such claims are pending against any third party.

(G) Software. To the Company's knowledge, the Systems are not comprised of any unlicensed copies of any software.

(H) Affiliates. Except as set forth on Schedule 5.10(H), no current or former shareholder, partner, member, director, officer, employee, contractor or other Affiliate of the Company has or will have, after giving effect to the transactions contemplated by this Agreement, any legal or equitable right, title or interest in or to, or any right to use, directly or indirectly, in

the Company or to which Hazardous Substances were allegedly transported by the Company from any Leased Real Property; (v) the Company is not currently subject to any Proceeding by any Person alleging any actual or threatened injury or damage to any person, property, natural resource or the environment arising from or relating to the actual or alleged exposure to any Hazardous Substance or to the actual or alleged presence, release of any Hazardous Substance at, on, under, in, to or from any Leased Real Property or in connection with any operations or activities thereat; (vi) none of the Leased Real Property, any operations or activities at the Leased Real Property, or any other operations or activities of the Company is subject to any Proceeding, summons or any Lien relating to any Hazardous Substances or releases thereof or any Environmental and Safety Requirements or violation thereof; and (vii) to the Company's knowledge, there are no underground storage tanks currently located at any Leased Real Property.

(B) Except as set forth in Schedule 5.17: (i) the Company has, and has had, at all times prior to the date hereof and is and has been in compliance with all Licenses required under Environmental and Safety Requirements in connection with the operation of the Business ("**Environmental Permits**"); and (ii) all such Environmental Permits are in full force and effect.

(C) Except as set forth in Schedule 5.17, the Company has timely filed all material reports, obtained all material required approvals, and generated and maintained in all material respects all required data, documentation and records required by Environmental and Safety Requirements or any Legal Requirement.

(D) The Company has not, either expressly or by operation of law, assumed or undertaken any Liability or corrective or remedial obligation of any other Person relating to Environmental and Safety Requirements.

(E) The Company has provided to Buyer true and correct copies of all written environmental reports, audits, assessments, and investigations, and all other material environmental documents, in the Company's possession, relating to the Leased Real Property.

5.18 Tangible Assets.

Except as set forth on Schedule 5.18, the Company owns or leases, free and clear of Liens (other than Permitted Liens), all machinery, equipment, and other tangible assets necessary for the conduct of the Business as presently conducted. The material tangible assets (taken as a whole) are free from material defects (patent and latent), have been maintained in all material respects in accordance with normal industry practice, are in good operating condition and repair (subject to normal wear and tear), and are suitable in all material respects for the purposes for which they presently are used and presently are proposed to be used.

5.19 Undisclosed Liabilities.

The Company has no Liability, except for (i) Liabilities set forth on the face of the Latest Balance Sheet (rather than in any notes thereto), (ii) Liabilities identified on Schedule 5.19 and (iii) Liabilities which have arisen after the date of the Latest Balance Sheet in the Ordinary Course.

5.20 Notes and Accounts Receivable; Inventory.

(A) Except as set forth on Schedule 5.20(A), all notes and accounts receivable of

ARTICLE 9.
MISCELLANEOUS

9.1 Amendment and Waiver.

This Agreement may be amended and any provision of this Agreement may be waived; provided, that any such amendment or waiver (a) will be binding upon the Sellers and the Company only if such amendment or waiver is set forth in a writing executed by the Shareholders' Representative, and (b) will be binding upon the Buyer Parties only if such amendment or waiver is set forth in a writing executed by Buyer. No course of dealing between or among any Persons having any interest in this Agreement will be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any Party under or by reason of this Agreement. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof will constitute a waiver of any such breach or any other covenant, duty, agreement or condition. All rights and remedies granted in this Agreement to Buyer shall be cumulative and nonexclusive of all other rights and remedies that Buyer may have.

9.2 Notices.

All notices, demands and other communications given or delivered under this Agreement will be in writing to the address indicated below (or such other address as the recipient specifies in writing) and will be deemed to have been given (i) when delivered personally, (ii) two Business Days after mailing if mailed by certified or registered mail, return receipt requested and postage prepaid, (iii) on the next following Business Day if sent via a nationally recognized overnight carrier, or (iv) upon receipt if sent via facsimile to the recipient with telephonic confirmation by the sending party:

To Strange, individually or in his capacity as the Shareholders' Representative, or any other Majority Shareholder:

J. Leland Strange
3831 S. Atlantic Ave.
Unit #804
Daytona Beach Shores, FL 32118
Telecopy: 770.381.2808

with a copy to (which will not constitute notice to Strange):

Wireless Extenders, Inc.
d/b/a zBoost
One Meca Way
Norcross, GA 30093
Attn: Karen J Reynolds

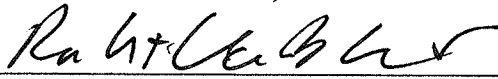
with a copy to (which will not constitute notice to Strange):

Zakas & Leonard, LLP

The Parties have executed this Agreement and Plan of Merger as of the date first written above.

BUYER:

WILSON ELECTRONICS, LLC

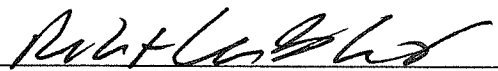
By: 

Name: Robert Van Buskirk

Title: President and Chief Executive Officer

MERGER SUB:

WIEX ACQUISITION, INC.

By: 

Name: Robert Van Buskirk

Title: President and Chief Executive Officer

COMPANY:

WIRELESS EXTENDERS, INC.

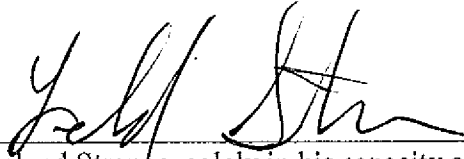
By: _____

Name: Karen J. Reynolds

Title: President and Chief Financial Officer



Leland Strange, individually



Leland Strange, solely in his capacity as the Shareholders'
Representative

MAJORITY SHAREHOLDERS (OTHER THAN STRANGE):

KEPCO CRESTWOOD PARTNERS

By: Gary L. Keapler
Name: Gary L. Keapler
Title: General Partner

Gary L. Keapler
Gary L. Keapler

Mark E. Keapler
Mark E. Keapler

William E. Keapler
William E. Keapler