

04-12-2002



FORM PTO-1594

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U.S. DEPARTMENT OF COMMERCE

(7/97)

102053328

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
 InstanTel Inc. **3-29-02**  
 Entity: Ontario Company  
 Additional name(s) of conveying party(ies) attached?  
 Yes  No

2. Name and address of receiving party(ies):  
 Name: Fifth Third Bank  
 Address: 233 S. Wacker Drive, Suite 400  
Chicago, IL 60606

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
 Date: October 22, 2001

Entity: Michigan Banking Corporation  
 If assignee is not domiciled in the United States, an appointment of domestic representative is attached:  Yes  No  
 Additional name(s) & address(es) attached:  Yes  No

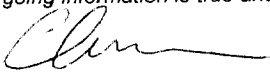
4. Application or Registration number(s):  
 A. Trademark Application No.(s)  
 (1) 75/424,828 1-28-98; (2) 75/386,600 11-7-97;  
 (3) 76/112,421 8-18-00; (4) 75/922,431 2-18-00;  
 (5) 75/423,142 1-26-98; (6) 75/922,433 2-18-00;  
 (7) 75/206,901 11-26-96; (8) 75/922,432 2-18-00;  
 (9) 75/375,605 10-20-97  
 Additional numbers attached?  Yes  No

B. Trademark Registration No.(s)  
 (1) 1,628,968; (2) 1,697,397; (3) 1,717,575; (4), 2,292,993;  
 (5) 2,390,878; (6) 1,637,432; (7) 1,658,048; (8) 1,593,984;  
 (9) 1,994,371; (10) 1,823,615

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Chris Bollinger  
 Schiff Hardin & Waite  
 P.O. Box 06079  
 Chicago, IL 60606-0079  
 Ref. No(s).: 27662-0002

6. Total number of trademark applications and registrations involved: 19  
 7. Total Fee (37 CFR 3.41) ..... \$490.00  
 A check is enclosed.  
 Authorization is given to charge the deposit account for any additional fees required or to credit any overpayment.  
 8. Deposit Account Number: 19-0409

DO NOT USE THIS SPACE

9. Statement and signature:  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*  
 Chris Bollinger   
 Name of Person Signing Signature Date March 20, 2002  
 Total number of pages including cover sheet and attached documents: 23

Mail documents to be recorded and required cover sheet information to:  
 Commissioner of Patents and Trademarks  
 Box Assignments  
 Washington, D.C. 20231

**PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT**

This PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of October 22, 2001 by **Instantel Inc.**, a corporation incorporated under the Business Corporations Act (Ontario) (the "Company"), to **Fifth Third Bank**, a Michigan banking corporation ("Bank").

**WITNESSETH:**

**WHEREAS**, Instantel Acquisition Corp., a corporation incorporated under the Business Corporations Act (Ontario) ("Borrower") has entered into that certain Loan and Security Agreement dated as of October 22, 2001 (as amended, modified or supplemented from time to time, the "Loan Agreement") with Bank;

**WHEREAS**, the Company has guaranteed the liabilities of Borrower under the Loan Agreement pursuant to that certain Guaranty and Security Agreement dated as of October 22, 2001 (as amended, modified or supplemented from time to time, the "Guaranty Agreement") in favor of Bank;

**WHEREAS**, the Company will become obligated on the Liabilities under the Loan Agreement on and after the date of the Amalgamation of the Company with the Borrower; and

**WHEREAS**, it is a condition to the effectiveness of the Loan Agreement and any extensions of credit to or for the benefit of Borrower thereunder that, among other things, Company execute and deliver to Bank this Agreement;

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company agrees as follows:

1. **Incorporation of Loan Agreement and Guaranty Agreement.** The Loan Agreement and the Guaranty Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Loan Agreement or in the Guaranty Agreement shall have the meanings ascribed to them therein.

2. **Grant of Security Interest, Etc.** To secure the complete and timely satisfaction of all of the Liabilities and Guaranteed Obligations:

(A) the Company hereby grants to the Bank a security interest in and to all of the Company's right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which the Company now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) all copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which the Company now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) all the Company's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents and Copyrights, whether the Company is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by the Company and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Patent and Copyright Licenses");

(iv) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications and trade names including, without limitation, the trademarks and service marks listed on Schedule D attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which the Company now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the "Marks");

(v) all the Company's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether the Company is a licensor or

licensee under any such license agreements, including, without limitation, the licenses listed on Schedule E attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by the Company and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to as "Trademark Licenses"; Patent and Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as "Licenses"); and

(vi) the goodwill of the Company's business connected with and symbolized by the Marks;

provided, however, that there shall be excluded from the foregoing grant of security interest any of the existing Licenses to which the Company is a licensee (and any Patents, Marks and Copyrights currently licensed by others to the Company pursuant to such Licenses) in each case to the extent (but only to the extent) that the applicable License lawfully prohibits such grant; provided further, however, that, upon Bank's request, the Company will use its good faith reasonable efforts to obtain any consent needed to subject any such property to this grant of security interest.

**3. Restrictions on Future Agreements.** The Company agrees and covenants that until the Liabilities and the Guaranteed Obligations shall have been satisfied in full and the Loan Agreement and the Guaranty Agreement shall have been terminated, the Company will not, without Bank's prior written consent (which consent shall not be unreasonably withheld or delayed), take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with the Company's obligations under this Agreement, and the Company further agrees and covenants that without Bank's prior written consent (which consent shall not be unreasonably withheld or delayed) it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights transferred to Bank under this Agreement unless and to the extent that the Company has concluded in the exercise of reasonable commercial judgment that any such rights are no longer of material importance to the business of the Company. The Company agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of Bank thereto (which consent shall not be unreasonably withheld or delayed); provided that Company may renew any Licenses in accordance with the terms thereof.

**4. Certain Covenants, Representations and Warranties of the Company.** The Company covenants, represents and warrants (to the best of the Company's knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to the Company) that: (i) the Patents, Marks, Copyrights and Licenses are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (ii) none of the Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks, Copyrights and Licenses is valid and enforceable and the Company is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware

of any impairments to the Patents, Marks, Copyrights or Licenses which would have a material adverse effect on the validity and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) to the best of the Company's knowledge, no claim has been made that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement; (v) the Company owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to the Company pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under the Company, in each case except for (A) rights granted by the Company pursuant to the applicable licenses listed on Schedules C and E, and (B) Liens and encumbrances in favor of Bank pursuant to this Agreement or the other Financing Agreements; (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B, C, D and E constitute all such items in which the Company has any right, title or interest; (vii) the Company has the unqualified right to enter into this Agreement and perform its terms; (viii) the Company will continue to use proper statutory notice in connection with its use of the Patents, Marks and Copyrights (except as to any thereof which is no longer material to the Company's business); and (ix) the Company will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. New Patents, Marks, Copyrights and Licenses. If, before the Liabilities and the Guaranteed Obligations shall have been satisfied in full and the Loan Agreement and the Guaranty Agreement shall have been terminated, the Company shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and the Company shall give to Bank prompt written notice thereof. The Company hereby authorizes Bank to modify this Agreement by noting any future acquired Patents, Marks, Copyrights on Schedule A, B or D and any Licenses and licensed Patents, Marks or Copyrights on Schedules C or E, as applicable; provided, however, that the failure of Bank to make any such notation shall not limit or affect the obligations of the Company or rights of Bank hereunder.

6. Royalties; Terms. The Company hereby agrees that the security interest of Bank in all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to the Company such smaller geographic location if any is specified for the Company's use in the applicable License) and, without any liability for royalties or other related charges from Bank to the Company. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full of the Liabilities and the Guaranteed Obligations and termination of the Loan Agreement and the Guaranty Agreement.

7. **Inspection.** Bank shall have the right, at any time and from time to time during normal business hours upon reasonable advance notice to Company, to inspect the Company's premises and to examine the Company's books, records and operations, including, without limitation, the Company's quality control processes. From and after the occurrence and during the continuance of a Default and notice by Bank to the Company of Bank's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, the Company agrees that Bank, or a conservator appointed by Bank, shall have the right to establish such additional product quality controls as Bank or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by the Company under the Marks consistent with the quality of products now manufactured by the Company.

8. **Termination of the Company's Interest.** This Agreement is made for collateral purposes only. Upon satisfaction in full of the Liabilities and the Guaranteed Obligations and termination of the Loan Agreement and the Guaranty Agreement, subject to any disposition thereof which may have been made by Bank pursuant hereto or pursuant to any of the other Financing Agreements, the security interest granted hereunder shall automatically be extinguished. Bank shall, at the Company's reasonable expense, execute and deliver to the Company, all termination statements and other instruments as may be necessary or proper to evidence the termination of Bank's security interest granted to Bank pursuant to this Agreement, subject to any disposition thereof which may have been made by Bank pursuant hereto or pursuant to any of the other Financing Agreements. Any such termination statements and instruments shall be without recourse upon or warranty by Bank.

9. **Duties of the Company.** Except to the extent the same is no longer material to the Company's business, the Company shall have the duty (i) to prosecute diligently any patent application of the Patents, any application respecting the Marks, and any copyright application of the Copyrights pending as of the date hereof or thereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by the Company. Except to the extent the same is no longer material to the Company's business, the Company shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Bank (which consent shall not be unreasonably withheld or delayed).

10. **Bank's Right to Sue.** From and after the occurrence and during the continuance of a Default, Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Bank shall commence any such suit, the Company shall, at the request of Bank, do any and all

lawful acts and execute any and all proper documents reasonably required by Bank in aid of such enforcement, and the Company shall promptly, upon demand, reimburse and indemnify Bank for all reasonable costs and expenses incurred by Bank in the exercise of its rights under this Section 10.

**11. Waivers.** No course of dealing between the Company and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**12. Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

**13. Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

**14. Further Assurances.** The Company shall execute and deliver to Bank, at any time or times hereafter at the request of Bank, all papers (including, without limitation, any as may be deemed desirable by Bank for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Bank), as Bank may request, to evidence Bank's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Bank's rights under this Agreement.

**15. Cumulative Remedies; Power of Attorney; Effect on Loan Documents.** All of Bank's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Financing Agreements or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. The Company hereby constitutes and appoints Bank as the Company's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of a Default, to (i) endorse the Company's name on all applications, documents, papers and instruments determined by Bank in its sole discretion as necessary or desirable for Bank in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Bank deems in good faith to be in the best interest of Bank, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities and the Guaranteed Obligations shall have been satisfied in full and the Loan Agreement and the Guaranty Agreement shall have been terminated. The Company acknowledges

and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement, the Guaranty Agreement or any of the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Bank shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. The Company hereby releases the Bank from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Bank under the powers of attorney granted herein. This power of attorney, which is coupled with an interest, is irrevocable.

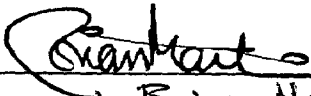
**16. Binding Effect; Benefits.** This Agreement shall be binding upon the Company and its respective successors and assigns and shall inure to the benefit of Bank and its respective successors, assigns and nominees.

**17. Governing Law.** This Agreement shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of Illinois.

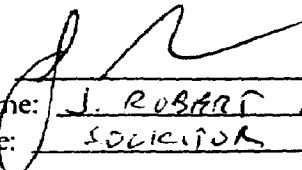


IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

**INSTANTEL INC.**

By:   
Name: Brian Hartin  
Title: Director, President & CEO

Attest:

By:   
Name: J. ROBERT ALLEN  
Title: SOLICITOR

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the \_\_\_ day of October, 2001 in Chicago, Illinois.

**FIFTH THIRD BANK**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

**INSTANTEL INC.**


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the 22<sup>nd</sup> day of October, 2001 in Chicago, Illinois.

**FIFTH THIRD BANK**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PROVINCE  
STATE OF ONTARIO )  
CITY ) SS.  
COUNTY OF OTTAWA )

I, the undersigned, a Notary Public in and for said <sup>Province</sup> ~~State and County~~, do hereby certify that BRIAN MARTIN, personally known to me to be the PRESIDENT of InstanTel Inc., and personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of said corporation and caused the seal of said corporation to be affixed thereto, pursuant to authority given by the board of directors of said corporation, as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 22 day of October, 2001.

(NOTARIAL SEAL)

  
\_\_\_\_\_  
Notary Public

My Commission Expires: N/A

STATE OF ILLINOIS        )  
                                  ) SS.  
COUNTY OF COOK        )

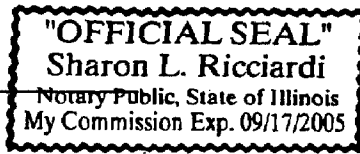
I, the undersigned, a Notary Public in and for said State and County do hereby certify that KC Beuker, personally known to me to be the Officer of Fifth Third Bank, personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said agreement as an officer of said bank and caused the seal of said bank to be affixed thereto, pursuant to authority given by the Board of Directors of said bank, as his/her free and voluntary act and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 22<sup>nd</sup> day of October, 2001.

(NOTARIAL SEAL)

Sharon L. Ricciardi  
Notary Public

My Commission Expires: \_\_\_\_\_



TRADEMARK

**SCHEDULE A  
TO PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY  
AGREEMENT**

See attached.

Registered Patents of InstanTel Inc.

Title	Date Registered US	Reg. # in US	Date Registered Canada	Reg. # in Canada	Reg. # Int'l	Value for Marketing
Fibre Optic Security and Communications Link	12/20/94	5,374,921	03/14/00	2,055,266		Limited use, running royalties
Personal Locator Transmitter	05/07/91	5,014,040				No longer in use
Multiple Conductor Security Tag	11/01/99	5,977,877				
<b>DESIGN PATENTS</b>						
Security System Transmitter	09/21/99	414,178	02/27/98	83,132		MyCall and FindIt industrial design
Transmitter with Surface Mount			02/27/98	83,133		MyCall and FindIt industrial design
Security System Transceiver	12/14/99	417,667	02/27/98	83,134		Beacon industrial design

Pending Patents of InstanTel Inc.

Title	US Pending Application No.	Canadian Pending Application No.	Int'l Pending Application No.
Multiple Conductor Security Tag		Pending	
Method of Detecting Objects Within Range of a Receiver		Pending	
Associated Articles Identifying System	PCT/CA01/00155	PCT/CA01/00155	PCT/CA01/00155

Patent License Agreements of InstanTel Inc.

License Agreement Company	Date Registered US	Reg. # in US	Date of Agreement	Owner of Patent	Value for Marketing
BI, Incorporated	12/20/94	5,374,921	09/25/97	InstanTel	Running royalties to InstanTel
BI, Incorporated	08/28/90	4,952,913	03/06/00	BI, Incorporated	Running royalties to BI

~~17~~  
~~17~~  
~~17~~  
~~17~~

InstanTel Inc.

Confidential

07/04/01

21295-26

**SCHEDULE B  
TO PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY  
AGREEMENT**

Proprietary Software of Company:

PART NUMBER	PART DESCRIPTION	REVISION
712V0101	DS510 BIN-ASCII S/W	4.3
712V0102	VT510 BIN-ASCII S/W	4.3
712V0301	DS-567 II S/W	543
712V0302	VT-567 S/W	543
712V0401	DS-520 MODEM S/W	2.1
712V0402	VT-520 MODEM S/W	2.1
712V0501	DS530 CAP DELAY S/W	4.3
712V0502	VT530 CAP DELAY S/W	4.3
712V0601	DS-540 ALT. ANALYSIS S/W	5.0
712V0602	VT-540 ALT. ANALYSIS S/W	5.0
712V0701	DS550 SCALED DISTANCE S/W	4.1
712V0702	VT550 SCALED DISTANCE S/W	4.1
712V0801	DS560 STRIP CHART S/W	1.5
712V0802	VT560 STRIP CHART S/W	1.5
712V0901	S/W KIT, DS467 QUICK RPT	543
712V0902	VT467 S/W (QK RPRT)	543
714V0101	BLASTMATE III OP SYS S/W	433
714V0102	EVERLERT III OP SYS S/W	433
714V0203	CALIBRATION MODULE EVIII	01
714V0501	BM III PRODUCTION TOOLS	430
714V0502	BLASTWARE III CAL TOOLS	164
714V0601	BLASTWARE NT SETUP DISK	1.0
714V0701	BLASTWARE MAIL	140
714V0901	'A' WEIGHT MIC F/W	1.0
714V1001	BLASTWARE CD AUTORUN	100
714V1002	VIBRATECH CD AUTORUN	100
801V0101	WM MONITOR F/W	460
801V0102	TRACKSTAR MONITOR F/W	460
801V0103	S/W WEIGAND I/FACE REG WM	4.1
801V0104	WM MONITOR MR F/W	480
801V0301	WATCHMATE S/W	232
801V0401	WM LOCATOR S/W	1.1
801V0501	WM PC DEMO S/W	232
801V0601	WM CONTROLLER F/W	470
801V0602	TRACKSTAR CONTROLLER F/W	470
801V0701	WATCHMATE EXE BOOTLOADER	140
801V0801	WATCHMATE S/W W/CLOSE-UP	232
801V0901	WATCHMATE TRACKING S/W	3.1
803V0101	LCWM OPERATING SYSTEM F/W	160
803V0103	WMII TX TESTER FIRMWARE	01
804V0101	WMII TRANSMITTER F/W	410
805V0101	PERCEPTIS SYSTEM S/W	227
805V0201	LAR HC11 F/W (1 ANT. 217)	280
805V0301	TAG FIRMWARE	420
805V0401	BEACON FIRMWARE	1.3
805V0501	PERCEPTIS PROD TOOLS	131
805V0601	PCC-10 INSTAL SW	201

805V0602	PCLTA-10/PCC-10 INSTAL SW	200
805V0701	CONFIGURATOR F/W	380
805V0801	NEURON PROGRAMMER S/W	100
805V0901	LAR NEURON CHIP F/W E2	120
805V0902	GENERIC NEURON F/W FE3M	200
805V0903	LAR NEURON CHIP F/W FE5M	000
805V0904	LAR NEURON F/W FOR FE3M	120
805V1001	PERCEPTIS INFANT TAG F/W	113
805V1101	LF EXCITER F/W	100
805V1102	STANDALONE EXCITER F/W	100
805V1301	PCLTA-10 INSTALLATION S/W	OBS
805V1401	PCNSI INSTALLATION S/W	200
805V1501	EXCITER NEURON F/W E2	110
805V1502	EXCITER NEURON F/W FE3M	110
805V1503	EXCITER NEURON F/W FE5M	000
805V1601	BEACON TESTER F/W	100
805V1701	PIC16LF84 PROGRAMMER S/W	100
805V1801	UTILITY S/W TO DOWNLOAD	2.1
805V1901	EXCITER TESTER F/W	102
805V2001	HARDLOCK DRVR INSTALL S/W	245
805V2301	PCLTA-20 INSTAL SW	108
805V2501	PERCEPTIS SOFTWARE PKG	000
805V2601	CD AUTORUN S/W	120
805V2701	PCX-20/10 INST S/W WIN95	100
805V2801	PCX/10 WIN2000 INSTAL S/W	201
805V6101	SLAVE ONLY EXCITER F/W	00
806V0701	DUAL LAR HC11 F/W (217)	380
806V0702	DUAL LAR HC11 216 F/W	380



**SCHEDULE C**  
**TO PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY**  
**AGREEMENT**

1. Licenses Held by Company:

- a) List of Off The Shelf Computer Software licenses by the Company (following); and
- b) B.I. Patent License Agreement dated March 6, 2000 for the license of a patent from B.I. Incorporated to the Company.

2. Licenses Issued by the Company:

- a) Software licenses have been issued to the customers of the Company in connection with the products of the Healthcare Security Division; and
- b) License Agreement with B.I. Incorporated dated September 25, 1997 for license to a patent from the Company. B.I. Incorporated is in arrears for the payment of minimum royalty. B.I. Incorporated has indicated to the Company that it is considering not paying the minimum royalty as it may not need to have exclusive rights to the patent licensed in its field of business. If B.I. does not pay the minimum royalty, the license becomes non-exclusive in all fields of business.

**OFF-THE-SHELF SOFTWARE LICENCES**

<b>Product</b>	<b>Version</b>	<b>Used By</b>	<b>User Licenses</b>	<b>Upgrades</b>
<b>Servers:</b>				
Windows NT Server	4.0	All 7 servers	100	v2000 to be installed in July
CheckPoint Firewall-1	4.1	Firewall Server	250	
Exchange Server	5.5	Mail server	80	v2000 to be installed in July
Microsoft SMS	2.0	Systems Management Server and on all PC's >= 500 MHz	70	
Backup Exec	7.3	Admin, Eng, Database, and Mail servers		v8.5 to be installed in June
<b>Workstations:</b>				
Windows 95	95B	PC's purchased before Sep/98		
Windows 98	98A	PC's purchased between Sep/98 and Sep/99		
Windows 98	98B	PC purchased after Sep/99		
Windows NT Workstation	4.0	PC's		
Windows 2000 Professional	2000	Several PC's and all future PC's unless otherwise noted		
Microsoft Office 97	8.0	PC's purchased before Jan/2000	31	
Microsoft Office 2000	9.0	PC's purchased after Jan/2000	71	
Internet Explorer	4.0	All PC's purchased before Mar/99		
Internet Explorer MAX	5.0	All PC's purchased after Mar/99		
Maximizer Enterprise	3.5	Everyone except managers and s/w programmers	31	
Great Plains Dynamics	6.0	Sales & Tech Support	25	
Pervasive SQL	6.0	Chris, Becky, Jennifer, Amanda, Norm	5	
Norton AntiVirus	2000	All Dynamics/MAX/Maximizer users & Database server	100	
Adobe Acrobat Reader	7.5	Everyone	110	
Microsoft Project	4.0	Everyone	Unlimited	
Bridge Images	98	R&D Project Leaders	8	
	3.0	Technical Support	5	
	3.0	Payroll s/w - Becky	1	

**SCHEDULE D  
TO PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY  
AGREEMENT**

See attached.

Registered Trademarks of Instantel Inc.

Registration Name	Date Registered US	Reg. in US	Date Registered Canada	Reg. in Canada TMA #	Renewal Date Canada	Value for Marketing
AlertPager™			06/09/89	356,781	06/09/04	No longer in use
AlertWare™			06/16/89	357,130	06/16/04	No longer in use
BlastMate®	12/25/90	1,628,968	10/28/88	347,303	10/28/03	Strong brand recognition
BlastWare®	06/30/92	1,697,397	01/19/90	364,522	01/19/05	Strong brand recognition
Blaster's Toolbox™			11/18/94	435,529	1/18/09	Marketing document
ChannelCheck®	09/22/92	1,717,575	08/02/91	387,245	08/02/06	Omniprobe product feature
Cross and Design™			03/31/89	354,174	03/31/04	No longer in use
FindIt®	11/16/99	2,292,993	11/01/96	465,572	11/01/11	Limited marketing use
Hugs®	10/03/00	2,390,878	10/22/99	518,570	10/22/14	Strong brand recognition
Instantel®	03/12/91	1,637,432	07/20/90	371,010	07/20/05	Strong brand recognition
MyCall™			11/19/97	485,797	11/19/12	Limited marketing use
Omniprobe®	09/24/91	1,658,048	11/23/90	376,179	11/23/05	No longer in use
Perceptis™			04/27/99	511,093	04/27/14	Limited marketing use
PLT™			09/30/88	345,610	09/30/03	No longer in use
SensorCheck®	05/01/90	1,593,984	05/18/90	368,830	05/18/05	BlastMate product feature
Total Alert™			03/31/89	354,223	03/31/04	No longer in use
Total Alert Corporation™			12/02/88	348,633	12/02/03	No longer in use
Total Alert Corporation Design™			10/14/88	346,665	10/14/03	No longer in use
VOD Probe™	Not renewed		07/20/90	371,011	07/20/05	No longer in use
WatchIt®	08/20/96	1,994,371	09/15/95	447,659	09/15/10	No longer in use
WatchMate®	02/22/94	1,823,615	06/17/94	428,843	06/17/09	Strong brand recognition

Instantel Inc.

Confidential

07/04/01

**Pending Trademarks of Instantel Inc.**

	US Pending Application No.	US Pending	Canadian Pending Application No.	Canada Pending
VODMate	75/424,828	Filed January 28, 1998	864,685	Filed December 18, 1997.
KeepIt	75/206,901	Currently under suspension pending receipt of a certified copy of the corresponding Canadian registration.	822,488	Filed September 5, 1996. Have until September 5, 2001 to file "Declaration of Use"
Real Time Security	75/386600	Filed November 7, 1997	844,362	Filed on May 7, 1997. Time extensions have run out. Application is in default.
Hugs 'N' Kisses	75/922,431	Canadian application not yet registered. Suspend US registration until Canadian application matures to registration.		
Hugs 'N' Kisses & Heart Design			1,046,293	Application filed February 14, 2000. Expect Examiner's report in near future (after April 5/01)
Heartbeat	76/112,421	Filed on August 18, 2000. Canadian registration must be filed by August 9, 2001.	1,062,399	Application filed on June 8, 2000. In June/July 2001 should have Examiner's report.
Kisses	75/922,433	Filed February 18, 2000. Description of US Wares sent. Awaiting response of US Trademarks Office.	1,026,491	Filed August 20, 1999. Notice of Allowance issued on January 18, 2001. Declaration of used to be filed by August 20, 2002 and pay registration fee.
Kisses & Hearts Design			1,046,292	Application filed February 14, 2000. Expect Examiner's report in near future (after April 5/01)
Xmark	New	March 19, 2001 trademark application sent to B. Martin. Needs to be signed and returned. Must be filed by September 12, 2001.	New	Filed March 12, 2001.
Real Time Asset Management	75/423,142	Filed January 26, 1998	851,962	Filed on July 25, 1997. Time extensions have run out. Application is in default.
'Kisses 'N' Hearts Design	75/922,432	US Examiner requested Canadian registration by July 2, 2001. Canadian application not yet registered. Suspend US registration until Canadian application matures to registration.		
Perceptis	75/375,605	Filed on October 20, 1997. Waiting for mark to mature so it can be registered.		
Watchlet	New		New	

**SCHEDULE E  
TO PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY  
AGREEMENT**

No disclosures.

