

11/13/00

12-01-2000



101535147

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
03 01 00

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
03 01 00

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Norcross

GA

30092

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

11/13/2000 670N11 00000112 190095 75651937

FOR OFFICE USE ONLY

0 1:431 40.00 CH
0 1:492 75.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK

REEL: 002185 FRAME: 0248

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

<input type="text" value="75661937"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="1333657"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1820453"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="2371787"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Leonard W. Pojunas

7 Nov 2000

Name of Person Signing Reg. No. 30,314 Signature

Date Signed

Assistant Secretary for Patents and Trademarks

ASSET PURCHASE AGREEMENT

dated as of March 1, 2000

among

THE SELLERS SIGNATORY HERETO,

including

CELLNET DATA SYSTEMS, INC.,
as Seller Representative,

SCHLUMBERGER RESOURCE MANAGEMENT SERVICES, INC.,
as Purchaser

and, for certain limited purposes,

SCHLUMBERGER TECHNOLOGY CORPORATION

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS

1.01. Certain Defined Terms 2
1.02. Other Defined Terms 13
1.03. Terms Generally 14

ARTICLE II

PURCHASE AND SALE

2.01. Purchase and Sale 14
2.02. Assumption and Exclusion of Liabilities 14
2.03. Cure Amounts; Chapter 11 Expenses 14
2.04. Purchase Price; Cure Obligations; Allocation of Purchase Price 15
2.05. Closing 15
2.06. Closing Deliveries by the Sellers 15
2.07. Closing Deliveries by the Purchaser 16

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE SELLERS

3.01. Incorporation and Corporate Authority of the Sellers 17
3.02. No Conflict 17
3.03. Consents and Approvals 17
3.04. SEC Documents; Financial Information 18
3.05. Absence of Certain Changes or Events 19
3.06. Absence of Litigation 19
3.07. Compliance with Laws 19
3.08. Governmental Licenses and Permits 19
3.09. The Assets 19
3.10. Real Property 20
3.11. Intellectual Property 20
3.12. Employee Benefit Plans; Labor Matters 22
3.13. Taxes 25
3.14. Environmental Matters 26
3.15. Material Contracts 27
3.16. Brokers 29
3.17. Insurance 30
3.18. Affiliated Transactions 30

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

4.01. Incorporation and Corporate Authority of the Purchaser 30

4.02. No Conflict 31

4.03. Consents and Approvals 31

4.04. Absence of Litigation 31

4.05. Brokers 31

ARTICLE V

ADDITIONAL AGREEMENTS

5.01. Conduct of Business Prior to the Closing 32

5.02. Approval of this Agreement 34

5.03. Bankruptcy Actions 34

5.04. No Solicitation of Transactions 35

5.05. Access to Information 35

5.06. Regulatory and Other Authorizations; Consents 36

5.07. Use of Name 36

5.08. Indemnity Escrow 36

5.09. Further Action 37

5.10. Discharge 37

5.11. Seller Representative 37

5.12. Guaranty 37

5.13. Transition Services Agreement 37

5.14. Intercompany Obligations 38

5.15. Option to Amend Schedules 38

ARTICLE VI

EMPLOYEE MATTERS

6.01. Employees 39

6.02. No Third-Party Beneficiaries 40

ARTICLE VII

TAX MATTERS

7.01. Liability for Taxes and Preparation of Returns 40

7.02. Cooperation and Exchange of Information 42
7.03. Conveyance Taxes 42
7.04. Certain Tax Filings 43
7.05. Tax Election 43

ARTICLE VIII

CONDITIONS TO CLOSING

8.01. Conditions to Obligations of the Sellers 43
8.02. Conditions to Obligations of the Purchaser 44

ARTICLE IX

TERMINATION, AMENDMENT AND WAIVER

9.01. Termination 45
9.02. Effect of Termination 46
9.03. Termination Payments; Expenses 46
9.04. Waiver 46

ARTICLE X

INDEMNIFICATION

10.01. Indemnification by the Sellers 47
10.02. Notification of Claims 48

ARTICLE XI

GENERAL PROVISIONS

11.01. Survival 48
11.02. Expenses 49
11.03. Notices 49
11.04. Public Announcements 50
11.05. Headings 50
11.06. Severability 50
11.07. Entire Agreement 50
11.08. Assignment 50
11.09. No Third-Party Beneficiaries 50
11.10. Amendment 50
11.11. Governing Law 51

11.12. Consent to Jurisdiction 51
11.13. Counterparts 52
11.14. No Presumption 52

EXHIBITS

DISCLOSURE SCHEDULE

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT, dated as of March 1, 2000, among the SELLERS SIGNATORY HERETO (the "Sellers"), including CELLNET DATA SYSTEMS, INC., a Delaware corporation (the "Seller Representative"), SCHLUMBERGER RESOURCE MANAGEMENT SERVICES, INC., a Delaware corporation (the "Purchaser"), and, for purposes of the guaranty set forth in Section 5.12, SCHLUMBERGER TECHNOLOGY CORPORATION, a Delaware corporation (the "Parent").

WITNESSETH:

WHEREAS, the Sellers, directly or indirectly, own all of the properties, assets and goodwill used in connection with the business of providing data and information management services in the automated meter reading and other industries (the "Business");

WHEREAS, the Sellers, through ownership of the Assets (as such term is hereinafter defined), own and operate the Business;

WHEREAS, each of the Sellers commenced a case (the "Chapter 11 Case") in the United States Bankruptcy Court for the District of Delaware under chapter 11 of title 11, United States Code (as amended from time to time, the "Bankruptcy Code") on February 4, 2000 (the "Filing Date");

WHEREAS, the Sellers advised the Purchaser that they wish to sell to the Purchaser the Assets, other than the Excluded Assets, upon the terms and subject to the conditions set forth herein and in accordance with Sections 363 and 365 of the Bankruptcy Code; and

WHEREAS, the Purchaser advised the Sellers that it wishes to purchase the Assets, other than the Excluded Assets, pursuant to an order of the Bankruptcy Court (as such term is hereinafter defined) approving, among other things, such sale under Section 363 of the Bankruptcy Code and the assumption and assignment of certain Executory Contracts (as such term is defined) to the Purchaser thereunder under Section 365 of the Bankruptcy Code;

NOW, THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Acquisition” means either (a) a merger, consolidation, share exchange or other business combination pursuant to which the Business is acquired by another Person, (b) the sale by the Sellers to any Person of (i) the Business, (ii) all or substantially all of the Assets or (iii) Control of the Sellers or (c) a recapitalization or plan of reorganization that precludes consummation of the transactions contemplated by this Agreement.

“Action” means any claim, action, suit, arbitration, inquiry, proceeding or investigation by or before any Governmental Authority.

“Affiliate” means, with respect to any specified Person, any other Person who or which, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such specified Person.

“Agreement” means this Agreement, including the Disclosure Schedule, all exhibits and schedules hereto, all documents, certificates and instruments delivered pursuant hereto and all amendments hereto made in accordance with Section 11.10.

“Alternative Offer” means any proposal or offer to the Sellers from any Person other than the Purchaser or its Affiliates for an Acquisition.

“Ancillary Agreements” means the Assumption Agreement, the Bill of Sale, the Confidentiality Agreement, the Intellectual Property Assignment and the Transition Services Agreement.

“Assets” means all of the assets, properties and rights of every type and description, real, personal and mixed, tangible and intangible (other than the Excluded Assets), that are owned, leased or licensed by the Sellers or their Affiliates and used in, held for use in, or related to the Business on the date hereof, including, without limitation, the following:

- (i) all stock or other ownership interests held by the Sellers in the companies, partnerships and other businesses listed in Section 1.01(a)(i) of the Disclosure Schedule;
- (ii) all cash, marketable securities and bank accounts;
- (iii) the goodwill relating to the Business;
- (iv) the Assumed Leases;
- (v) all furniture and tools, fixtures, equipment, machinery, leasehold improvements and other tangible personal property used in the Business, whether owned or leased, together with such additions thereto and deletions therefrom as shall have occurred in the ordinary course of business prior to the Closing Date;
- (vi) all books of account, general, financial, tax and personnel records, invoices, supplier lists, correspondence and other documents, records and files and all Software and copies of the relevant portions of any such documents, records and files that are commingled with documents, records and files of other business of the Sellers;
- (vii) all Intellectual Property used in the Business;
- (viii) all inventories;
- (ix) all sales and promotional literature, customer lists, customer files and other sales-related materials;
- (x) all Assumed Contracts;
- (xi) to the extent transferable, all municipal, state and federal franchises, permits, licenses, agreements, waivers and authorizations;
- (xii) all Receivables;
- (xiii) all prepaid and other current assets;
- (xiv) all insurance proceeds with respect to any Assets, other than Excluded Assets, which have been damaged or destroyed prior to the date hereof to the extent an adjustment therefor has been made;

(xv) all of the Sellers' right, title and interest in and to all other assets (other than Excluded Assets), rights and claims of every kind and nature used in the operation of the Business; and

(xvi) all assets of each Plan (as defined in Section 3.12(a)).

"Assumed Contracts" means rights under all contracts, licenses, sublicenses, Seller Licenses, agreements, commitments, and sales and purchase orders, and under all commitments, bids and offers, other than those specifically excluded in Section 1.01(b) of the Disclosure Schedule.

"Assumed Leases" means all Leasehold Interests and other leases included in the Assets, other than those specifically excluded in Section 1.01(c) of the Disclosure Schedule.

"Assumed Liabilities" means (a) all liabilities in respect of the Post-Petition Financing Agreement, including any liabilities created under the Orders approving the same; (b) all Indebtedness under the Loan Agreements, dated as of [REDACTED] as amended or otherwise modified, by [REDACTED] and [REDACTED], respectively, with [REDACTED], as [REDACTED], [REDACTED], as [REDACTED], and the [REDACTED] whose [REDACTED] thereof (all of the foregoing, the [REDACTED]); (c) all Indebtedness and other liabilities accruing prior to the [REDACTED] under the [REDACTED] dated as of [REDACTED] as amended or otherwise modified between [REDACTED]; together with the [REDACTED] the [REDACTED] and [REDACTED]; provided that Purchaser's liabilities in respect of [REDACTED] for the [REDACTED] shall be limited to [REDACTED], and provided further that the [REDACTED] shall [REDACTED] only [REDACTED] as relate to the [REDACTED] (d) all Chapter 11 Expenses incurred and unpaid as of the Closing Date; (e) all liabilities in respect of Assumed Contracts and Assumed Leases; (f) ad valorem and similar property Taxes imposed on the Assets acquired by the Purchaser, whether or not past due; (g) the liabilities specified in Article VI hereof; (h) all liabilities in respect of prepaid assets, customer deposits and other similar items included in the Assets; (i) any liabilities under any municipal, state or federal permits, licences or similar governmental authorizations necessary for the use of the Assets in connection with the Business; (j) all liabilities permitted to be incurred pursuant to Section 5.01 of this Agreement; and (k) the Liabilities set forth in Section 1.01(d) of the Disclosure Schedule provided, however, that the Purchaser shall have the right to amend Section 1.01(d) of the Disclosure Schedule (i) to add additional liabilities at any time; and (ii) to delete any listed liability, if the Seller Representative informs the Purchaser that the creditor to

which such liability is payable is not dealing with the Sellers in the ordinary course of business in a manner consistent with its past practices with the Sellers; and no others.

“Assumption Agreement” means the Assumption Agreement to be executed by the Purchaser and the Sellers on the Closing Date substantially in the form of Exhibit 1.01(a).

“Bankruptcy Court” means the United States Bankruptcy Court for the District of Delaware or such other court having jurisdiction over the Chapter 11 Case.

“Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure, as amended from time to time.

“Base Price” means [REDACTED] in cash.

“Bidding Procedures Order” means an order entered by the Bankruptcy Court, substantially in the form of Exhibit 1.01(b).

“Bill of Sale” means the Bill of Sale and Assignment to be executed by the Sellers on the Closing Date substantially in the form of Exhibit 1.01(c).

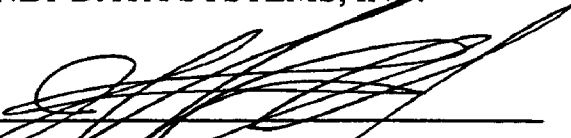
“Bridge Financing” means the [REDACTED] aggregate principal amount of [REDACTED] made as of [REDACTED] due [REDACTED] (as amended), the [REDACTED] aggregate principal amount of [REDACTED] made as of [REDACTED] (as amended), the [REDACTED] aggregate principal amount of [REDACTED] made as of [REDACTED] due [REDACTED] (as amended), issued by the Seller Representative to the holders thereof and any applicable fees, other than broker’s or success fees, payable pursuant to such notes.

“Bridge Financing Repayment Amount” means an amount, not in excess of [REDACTED], equal to the sum of (i) the principal amount of [REDACTED] outstanding, (ii) interest accrued under the Bridge Financing at [REDACTED] from the respective dates of issuance of the [REDACTED] Senior Secured Notes until the date of repayment and (iii) any applicable fees, other than broker’s or success fees, payable pursuant to such Bridge Financing; such amount to be used by the Seller Representative solely to repay such Bridge Financing.


“Business Day” means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in the City of New York.

IN WITNESS WHEREOF, the Sellers and the Purchaser have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

CELLNET DATA SYSTEMS, INC.

By 
Name: John S. Dubel
Title: Chief Operating Officer

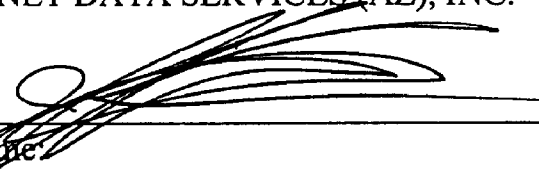
CELLNET DATA RETROFIT SERVICES, INC.

By 
Name:
Title:

CELLNET DATA SERVICES, INC.

By 
Name:
Title:

CELLNET DATA SERVICES (AZ), INC.

By 
Name:
Title:

CELLNET DATA SERVICES (CA), INC.

By _____

Name:

Title:

CELLNET DATA SERVICES (IS), INC.

By _____

Name:

Title:

CELLNET DATA SERVICES (KC), INC.

By _____

Name:

Title:

CELLNET DATA SERVICES (ME), INC.

By _____

Name:

Title:

CELLNET DATA SERVICES (MSP), INC.

By _____

Name:

Title:

CELLNET DATA SERVICES (NH), INC.

By _____
Name: _____
Title: _____

CELLNET DATA SERVICES (PA), INC.

By _____
Name: _____
Title: _____

CELLNET DATA SERVICES (SE), INC.

By _____
Name: _____
Title: _____

CELLNET DATA SERVICES (SF), INC.

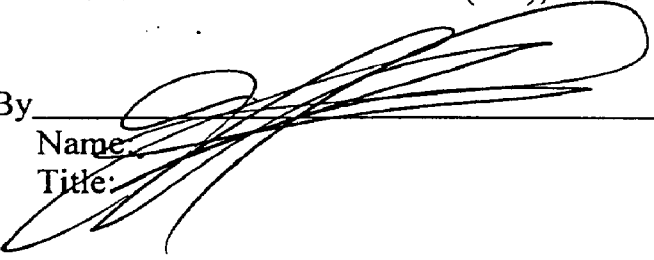
By _____
Name: _____
Title: _____

CELLNET DATA SERVICES (SL), INC.

By _____
Name: _____
Title: _____

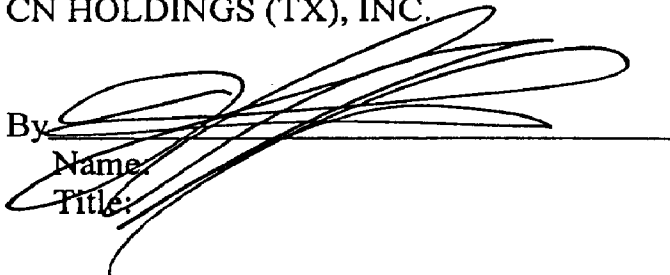
CELLNET DATA SERVICES (TX), INC.

By _____
Name: _____
Title: _____



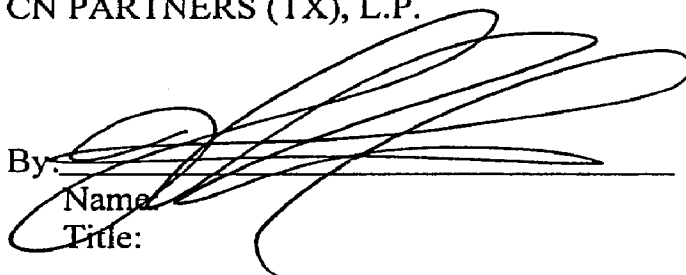
CN HOLDINGS (TX), INC.

By _____
Name: _____
Title: _____



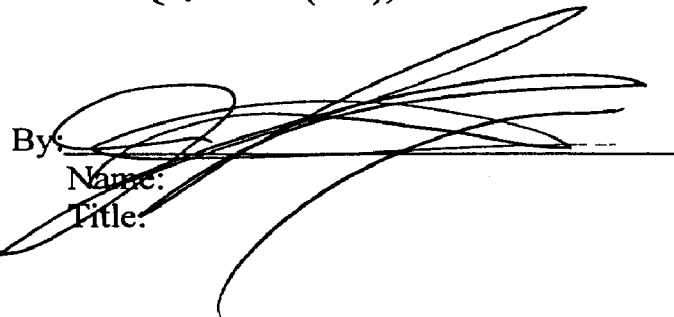
CN PARTNERS (TX), L.P.

By _____
Name: _____
Title: _____

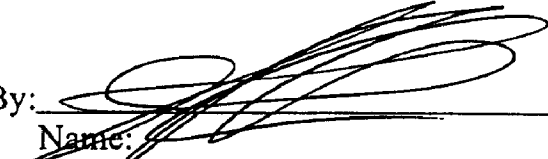


CN FREQUENCY (ME), INC.


By _____
Name: _____
Title: _____




CN FREQUENCY (NH), INC.

By: 
Name: _____
Title: _____

CN FREQUENCY (PA), INC.

By: 
Name: _____
Title: _____

CN FREQUENCY (SF), INC.


By: 
Name: _____
Title: _____

The undersigned has caused this Agreement to be executed as of the date first written above for purposes of Section 3.01, 3.02, 3.03, 3.04, 5.08 and 5.14 and Articles X and XI of this Agreement:

CELLNET FUNDING, L.L.C.

By: 
Name: _____
Title: _____

SCHLUMBERGER RESOURCE
MANAGEMENT SERVICES, INC.

By 
Name: COLLEEN FLANNERY
Title: SECRETARY

The undersigned has caused this Agreement to be executed as of the date first written above only for purposes of the guaranty set forth in Section 5.12 of this Agreement:

SCHLUMBERGER TECHNOLOGY
CORPORATION

By _____
Name:
Title:

SCHLUMBERGER RESOURCE
MANAGEMENT SERVICES, INC.

By _____
Name:
Title:

The undersigned has caused this Agreement to be executed as of the date first written above only for purposes of the guaranty set forth in Section 5.12 of this Agreement:

SCHLUMBERGER TECHNOLOGY
CORPORATION

By _____
Name: Jack Liu
Title: Attorney-in-Fact

NYDOCS03/508422 9