

12-30-2004

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

Vertical handwritten text on the left margin.

1. Name of conveying party(ies):

Xplore Technologies Corp.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Purchase Agreement
- Merger
- Change of Name

Execution Date: 11/05/02

2. Name and address of receiving party(ies)

Name: Phoenix Enterprises LLC

Internal Address: Mr. Philip S. Sassower, 12th Floor

Street Address: 135 East 57 Street

City: New York State: NY Zip: 10022

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other LLC

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

Vertical stamp: OFFICE OF THE... RECEIVED... TRADE SECTION... 2004 DEC 27 11:11:30

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,259,808;
2,220,909; 2,361,809; 2,357,146

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael Shanahan

Internal Address: Brown Raysman Millstein Felder & Steiner, LLP

Street Address: 900 Third Avenue

City: New York State: Ny Zip: 10022

6. Total number of applications and registrations involved: _____

4

7. Total fee (37 CFR 3.41).....\$ 160.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02-4270

DO NOT USE THIS SPACE

9. Signature.

Michael Shanahan, Atty. Reg. No. 43,914

Name of Person Signing

Handwritten signature of Michael Shanahan

Signature

12/23/04

Date

Total number of pages including cover sheet, attachments, and document:

12

12/29/2004 MGETACHE 00000054 024270 2259808

documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:8521
02 FC:8522

40.00 DA
75.00 DA

TRADEMARK
REEL: 003098 FRAME: 0890

XPLORE TECHNOLOGIES CORP.

(as the "Corporation")

and

**PHOENIX ENTERPRISES LLC,
PHOENIX ENTERPRISES FAMILY FUND, LLC, and
PHILIP S. SASSOWER 1996 CHARITABLE REMAINDER ANNUITY TRUST**

(collectively, "Phoenix")

and

**EACH OF THE LENDERS LISTED
ON SCHEDULE 1 ATTACHED HERETO**

(together with Phoenix, as the "Lenders")

**DEBENTURE PURCHASE AGREEMENT
November 5, 2002**

DEBENTURE PURCHASE AGREEMENT

THIS AGREEMENT is made the 5th day of November, 2002, by and among **Xplore Technologies Corp.**, a corporation incorporated under the laws of the Province of Ontario (the "**Corporation**"), **Phoenix Enterprises LLC**, a limited liability company organized under the laws of the State of Delaware, **Phoenix Enterprises Family Fund, LLC** (the "**Fund**") and **Philip S. Sassower 1996 Charitable Remainder Annuity Trust** (the "**Trust**" and together with Phoenix Enterprises LLC and the Fund, "**Phoenix**") and each of the other lenders listed on Schedule 1 attached to this Agreement (Phoenix and each such lender, a "**Lender**" and collectively, the "**Lenders**")

WHEREAS the Corporation is in the business of engineering, developing, integrating and marketing ruggedized mobile wireless pen-based computing systems;

WHEREAS the Lenders agree to subscribe for and purchase from the Corporation, and the Corporation agrees to issue to the Lenders, units (the "**Units**") each consisting of (a) a secured debenture of the Corporation

ARTICLE 1. TRANSACTIONS

Section 1.1. Issuance of Debentures and Share Purchase Warrants to the Lenders.

On the terms and subject to the conditions hereof, on the Closing Date each Lender will purchase from the Corporation and the Corporation will issue and sell to each such Lender that number of Units as is set forth opposite such Lender's name on Schedule 1 :

Section 1.2. Purchase Price

“Secured Property” means all property and assets of the Corporation subjected to the security interest under Section 4.1, including without limitation all Intellectual Properties.

**ARTICLE 4.
SECURITY**

Section 4.1. Charge

(a) In consideration of the sum of Ten Dollars (\$10.00) now paid to it by each Lender (receipt of which is hereby acknowledged), and to secure the due payment of the principal, interest and all other moneys from time to time owing upon the security of this Agreement, and the performance by the Corporation of all its Obligations hereunder, but subject to the exceptions set forth in Section 4.2, the Corporation hereby grants to each Lender a security interest in, and charges with payment to each Lender of all sums payable hereunder as and by way of a fixed and a floating charge, the whole of the undertaking of the Corporation and all of its property and assets, real and personal, movable and immovable, tangible and intangible, of every nature and kind whatsoever, whosoever situate, both present and future.

(b) The Corporation and each Lender hereby acknowledge that (i) value has been given to the Corporation by such Lender, (ii) the Corporation has rights in the Secured Property (other than after-acquired property), and (iii) they have not agreed to postpone the time of attachment of the security granted hereunder.

(z) **Intellectual Property.** The Corporation and each Subsidiary owns all right title and interest in or to, or have valid and enforceable rights to use all of the Intellectual Property including the trade marks, trade or brand names, corporate names and service marks set out in Schedule 5.1(z), free and clear of all Encumbrances except Permitted Encumbrances.

IN WITNESS WHEREOF, the parties hereto have caused this Debenture Purchase Agreement to be duly executed by their respective authorized officer as of the date first above written.

XPLORE TECHNOLOGIES CORP.

By: 
Name: Brian Groh
Title: Chief Executive Officer

PHOENIX ENTERPRISES LLC

By: _____
Name: Philip S. Sassower
Title: Chief Executive Officer

BRMPSI 356614v1

TRADEMARK
REEL: 003098 FRAME: 0897

IN WITNESS WHEREOF, the parties hereto have caused this Debenture Purchase Agreement to be duly executed by their respective authorized officer as of the date first above written.

XPLORE TECHNOLOGIES CORP.

By: _____

Name: Brian Groh

Title: Chief Executive Officer

PHOENIX ENTERPRISES LLC

By:  _____

Name: Philip S. Bassower

Title: Chief Executive Officer

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Schedule 5.1 (z)

Intellectual Property

Patent & Technology Summary

Patent #	Type	Description	Inventors	Grant Date	Life
6,028,765	US	Removable Hand Grips For A Portable Pen Based Computer	Swindler/Groh	Feb 22/00	20 years
2,367,773	CDN	Removable Hand Grips For A Portable Pen Based Computer	Sutton/Swindler/Groh/ Perley/Clifton	July 2/02	20 years
6,101,087	US	Portable Pen Based Computer and Auxiliary Unit For Use With A Vehicular Docking Station	Sutton/Swindler/Groh/ Perley/Clifton	Aug 8/00	20 years
6,426,872	B1 US	Portable Pen Based Computer with Vehicular Docking Station	Sutton/Swindler/Groh/ Perley/Clifton	July 30/02	20 years
Published CA Application 2,239,846	CDN	Portable Pen Based Computer With Removable Hand Grips With Vehicular Docking Station	Sutton/Swindler/Clifton/ Groh/Perley		
U.S. 2002/0078291 Published Application	US	Portable Pen Based Computer With Vehicular Docking Station	Sutton/Swindler/Clifton/ Groh/Perley		

United States Trademark Registrations

Mark	Listed Owner	Class	Reg. No.	Reg. Date
XPLORE TECHNOLOGIES & Design	Xplore Technologies Corporation of America	"Computer hardware, namely, modular, ruggedized, mobile pen/touch computer capable of wireless and connectivity expansion" in Class 9	2,259,808	07/06/1999
GENESYS & Design	Xplore Technologies Corporation of America	"Computer hardware, namely, modular, ruggedized, mobile pen/touch computer capable of wireless and connectivity expansion" in Class 9	2,220,909	01/26/1999
RAMLINE	Ramline Mobile Computers, Inc.	"Computers and computer hardware" in Class 9	2,361,809	06/27/2000
FRISBEE	Ramline Mobile Computers, Inc.	"Computers and computer hardware" in Class 9	2,357,146	06/13/2000

Canadian Trademark Registrations

Mark	Listed Owner	Class	Reg. No.	Reg. Date
XPLORE TECHNOLOGIES & Design	Xplore Technologies Corporation of America	"Computer hardware, namely, modular, ruggedized, mobile pen/touch computer capable of wireless and connectivity expansion" in Class 9	TMA525452	March 22, 2000 Application based on U.S. priority
GENESYS & Design	Xplore Technologies Corporation of America	"Computer hardware, namely, modular, ruggedized, mobile pen/touch computer capable of wireless and connectivity expansion" in Class 9	TMA525417	March 22, 2000 Application based on U.S. priority