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01-06-2005

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(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

102904678

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

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: 12/17/04

2. Name and address of receiving party(ies)

Name: Phoenix Venture Fund 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

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

2005 JAN -3 AM 7:06
OPR/FINANCE

DO NOT USE THIS SPACE

9. Signature.

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

Name of Person Signing

Signature

12/29/04
Date

Total number of pages including cover sheet, attachments, and document: 11

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

01/05/2005 BTOM11 00000047 024270 2259808

01 FC:8521 40.00 BA
02 FC:8522 75.00 DA

TRADEMARK
REEL: 003104 FRAME: 0246

XPLORE TECHNOLOGIES CORP.

(as the "Corporation")

and

PHOENIX VENTURE FUND LLC

("Phoenix")

and

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

(collectively, the "Lenders")

DECEMBER 2004 DEBENTURE PURCHASE AGREEMENT

December 17, 2004

DECEMBER 2004 DEBENTURE PURCHASE AGREEMENT

THIS AGREEMENT is made the 17th day of December, 2004, by and among **Xplore Technologies Corp.**, a corporation incorporated under the laws of Canada (the "**Corporation**"), **Phoenix Venture Fund LLC**, a limited liability company organized under the laws of the State of Delaware ("**Phoenix**") and each of the other lenders listed on Schedule 1 attached to this Agreement (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 senior secured convertible 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

On the terms and subject to the conditions hereof, on the Closing Date, each Lender shall pay the amount set forth opposite its name on Schedule 1.

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

**ARTICLE 4.
SECURITY**

Section 4.1. Charge

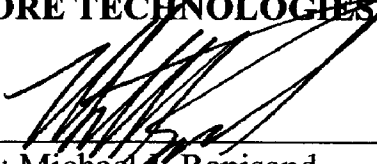
(a) In consideration of the sum of Ten Dollars (\$10.00) now paid to it by each Lender (receipt of which is hereby acknowledged), and to secure the due payment of the Obligations hereunder, but subject to the exceptions set forth in Section 4.2, the Corporation hereby grants to each Lender a security 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 have executed this Agreement.

XPLORE TECHNOLOGIES CORP.

By: 
Name: Michael J. Rapisand
Title: Chief Financial Officer

PHOENIX VENTURE FUND LLC

By: **SG PHOENIX VENTURES LLC**, its
Managing Member

By: _____
Name: Andrea Goren
Title: Member

PHOENIX ENTERPRISES LLC, solely for purposes of Section 9.20 hereof, in its capacity as Agent under (i) the Debenture Purchase Agreement, dated November 5, 2002, (ii) the December 2002 Debenture Purchase Agreement, dated December 6, 2002, (iii) the April 2003 Debenture Purchase Agreement, dated April 9, 2003, and (iv) the Second April 2003 Debenture Purchase Agreement, dated April 28, 2003

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

THE PHILIP S. SASSOWER 1996 CHARITABLE REMAINDER ANNUITY TRUST, solely for purposes of Section 9.20 hereof

By: _____
Name: Philip S. Sassower
Title: Trustee

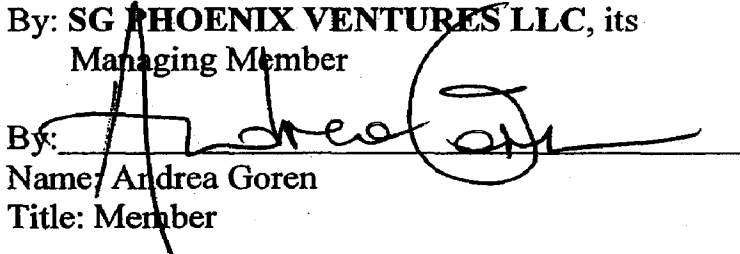
IN WITNESS WHEREOF the parties have executed this Agreement.

XPLORE TECHNOLOGIES CORP.

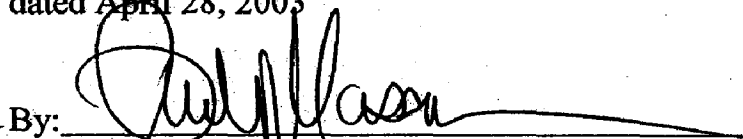
By: _____
Name:
Title:

PHOENIX VENTURE FUND LLC

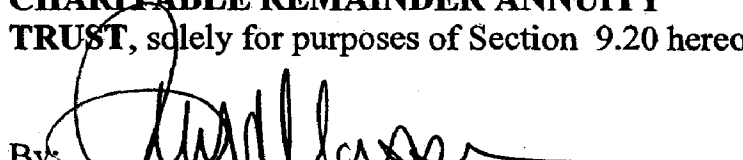
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By: 
Name: Philip S. Sassower
Title: Chief Executive Officer

THE PHILIP S. SASSOWER 1996 CHARITABLE REMAINDER ANNUITY TRUST, solely for purposes of Section 9.20 hereof

By: 
Name: Philip S. Sassower
Title: Trustee

Schedule 5.1(Z)

Intellectual Property

Patent & Technology Summary

Patent#	Type	Description	Inventors	Owner	Grant Date	Life
6,028,765	US	Removable Hand Grips For A Portable Pen Based Computer	Swindler/Groh	Inc.	Feb 22/00	20 years
2,367,773	CDN	Removable Hand Grips For A Portable Pen Based Computer	Sutton/Swindler/Groh/Perley/Clifton	Corp.	July 2/02	20 years
2,259,808	US	Registered Trademark-Xplore	Xplore-US	Corp of America	July 6/99	10 years
2,220,909	US	Registered Trademark-GeneSys	Xplore-US	Corp of America	Jan 26/99	10 years
6,101,087	US	Portable Pen Based Computer and Auxiliary Unit For Use With A Vehicular Docking Station	Sutton/Swindler/Groh/Perley/Clifton	Inc.	Aug 8/00	20 years
6,426,872 B1	US	Portable Pen Based Computer With A Vehicular Docking Station	Sutton/Swindler/Groh/Perley/Clifton	Corp.	July 30/02	20 years
6,504,710 B2	US	Method of Interconnecting of a Hand-Held Auxiliary Unit, a Portable Computer and a Peripheral Device	Sutton/Swindler/Groh/Perley/Clifton	Corp.	July 7/03	20 years
525,452	CDN	Registered Trademark-Xplore	Xplore-US	Corp. of America	Mar 22/00	15 years
525,417	CDN	Registered Trademark-GeneSys	Xplore-US	Corp. of America	Mar 22/00	15 years
Patent Applications						
Application # CA2,239,846	CDN	Portable Pen Based Computer with Removable Hand Grips with Vehicular Docking Station	Sutton/Swindler/Clifton/Groh/Perley			
Application # US2002/0078291	US	Portable Pen Based Computer with Vehicular Docking Station	Sutton/Swindler/Clifton/Groh/Perley			

United States Trademark Registration

Mark	List 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 Registration

Mark	List 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

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RECORDED: 01/03/2005

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