

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	04/04/1999

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SATLOC (1999), INC		04/04/1999	CORPORATION: ARIZONA
SATLOC INC.		04/04/2009	CORPORATION: ARIZONA

RECEIVING PARTY DATA

Name:	Communication Systems International, Inc.
Street Address:	1200 - 58th Ave. S.E.
City:	Calgary, Alberta
State/Country:	CANADA
Postal Code:	T2H 2C9
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1860290	SATLOC
Registration Number:	1972255	SATLOC

CORRESPONDENCE DATA

Fax Number: (816)502-7898
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 816-268-8950
 Email: uspto@midwestip.com
 Correspondent Name: Mark Brown/Law Office of Mark Brown, LLC
 Address Line 1: 4700 Belleview Suite 210
 Address Line 4: Kansas City, MISSOURI 64112

ATTORNEY DOCKET NUMBER:	HGPS BD
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DOMESTIC REPRESENTATIVE

900148332

**TRADEMARK
 REEL: 004101 FRAME: 0299**

CH \$65.00 1860290

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Mark Brown
Signature:	/mark brown/
Date:	11/23/2009

Total Attachments: 6

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ASSET PURCHASE AGREEMENT

Among

COMMUNICATION SYSTEMS INTERNATIONAL, INC.,

SATLOC (1999), INC.

and

SATLOC, INC.

Effective as of April 4, 1999

PIT:373652.7

TRADEMARK
REEL: 004101 FRAME: 0301

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement"), effective as of the 4th day of April, 1999, by and among COMMUNICATION SYSTEMS INTERNATIONAL, INC., an Alberta corporation ("CSI"), SATLOC (1999), INC., an Arizona corporation ("Buyer"), and SATLOC, INC., an Arizona corporation ("Seller").

RECITALS:

- A. Seller is engaged in the business of selling electronic equipment that utilizes DGPS signal corrections (the "Business").
- B. CSI owns all of the issued and outstanding shares of capital stock of Buyer.
- C. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, substantially all of the assets of Seller existing as of the Effective Date (as herein defined) on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

SECTION 1

DEFINITIONS

The following terms when used in this Agreement shall have the meanings assigned to them below:

"Accounts Payable" has the meaning specified in Section 2.3(a).

"Accounts Receivable" has the meaning specified in Section 2.1(a).

"Adjustment Amount" has the meaning specified in Section 3.2(d).

"Adjustment List" has the meaning specified in Section 3.2(d).

"Assumed Agreements" has the meaning specified in Section 2.3(c).

"Assumed Obligations" has the meaning specified in Section 2.3.

"Business" has the meaning specified in the recitals to this Agreement.

"Buyer Collection Period" has the meaning specified in Section 9.1.

"Threshold" has the meaning specified in Section 13.1(b).

"True North" means True North Partners, L.L.C., a Delaware limited liability company.

"Uncollected Receivables" has the meaning specified in Section 9.1.

"Warranty Reserve" means a \$100,000 reserve established with respect to the Pre-Effective Date Warranty Obligations.

SECTION 2

PURCHASE AND SALE OF ASSETS

2.1 Purchase and Sale of Purchased Assets. Subject to the terms and conditions of this Agreement, and on the basis of the representations, warranties, covenants and agreements contained in this Agreement, at the Closing, effective as of the Effective Date, Seller agrees to sell, assign and convey to Buyer, and Buyer agrees to (and CSI agrees to cause Buyer to) purchase, acquire and accept from Seller, all of the following assets (collectively, the **"Purchased Assets"**):

(a) Seller's accounts receivable existing as of the Effective Date, less reserves therefor, in the net amount of \$1,406,516, all of which are described on Schedule 2.1(a) hereto (collectively, the **"Accounts Receivable"**);

(b) Seller's raw materials, work-in-process and finished goods intended for resale as finished goods existing as of the Effective Date, less reserves therefor, in the net amount of \$1,058,016, all of which are described on Schedule 2.1(b) hereto (collectively, the **"Production Inventory"**);

(c) Seller's finished assemblies and parts held for service existing as of the Effective Date, less reserves therefor, in the net amount of \$585,374, all of which are described on Schedule 2.1(c) hereto (collectively, the **"Service Inventory"**);

(d) Seller's furniture, fixtures, equipment and other tangible assets existing as of the Effective Date which are used or useful in the Business (collectively, the **"Fixed Assets"**);

(e) Seller's products and interest in all intangible assets and intellectual property used or useful in the Business, including the trade name "Satloc," patents, trademarks, copyrights, trade secrets and other know how and technology, which are existing as of the Effective Date, all of which are described on Schedule 2.1(e) hereto (collectively, the **"Intangible Assets"**);

**Schedule 2.1e
Intellectual Property**

***Registered trademarks**

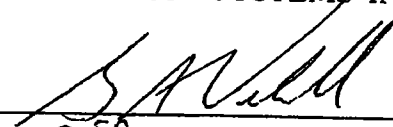
***Active patent applications with Cantor & Colburn:**
Flexible Circuit Antenna & Methods of Manufacture
Aerial Flow Monitoring of Chemicals

USSN 08/866.323

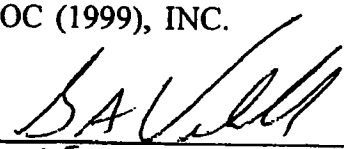
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IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date above first written.

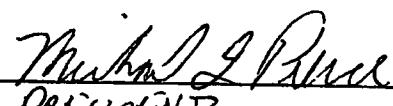
COMMUNICATION SYSTEMS INTERNATIONAL, INC.

By: 
Its: CEO

SATLOC (1999), INC.

By: 
Its: CEO

SATLOC, INC.

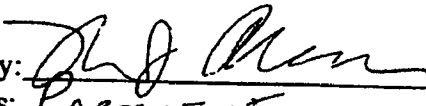
By: 
Its: PRESIDENT

JOINDER

True North Partners, L.L.C. hereby joins in the foregoing Asset Purchase Agreement solely for the purpose of agreeing to be bound by Sections 9.12(b) and (c) thereof.

TRUE NORTH PARTNERS, L.L.C.

By: True North Management Company, Manager

By: 
Its: PRESIDENT