

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metro One Telecommunications, Inc.		12/31/2008	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	Melissa Data Corporation		
Street Address:	22382 Avenida Empresa		
City:	Rancho Santa Margarita		
State/Country:	CALIFORNIA		
Postal Code:	92688		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76660941	M1 DATA & ANALYTICS	
CORRESPONDENCE DATA			
Fax Number:	9499438358		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	949-943-8300		
Email:	lweiland@fishiplaw.com		
Correspondent Name:	Fish & Associates, PC		
Address Line 1:	2603 Main Street, Suite 1000		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	100667.0000		
NAME OF SUBMITTER:	Robert D. Fish		
Signature:	/Robert D. Fish/		

Date:

01/02/2013

Total Attachments: 16

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Purchase and Sale Agreement

This Purchase and Sale Agreement (the "Agreement") is made as of the 31st day of December, 2008 by and between Metro One Telecommunications, Inc. located at 11200 Murray Scholls Place, Beaverton, Oregon, hereinafter referred to as the "SELLER," and Melissa Data Corporation, located at 22382 Avenida Empresa, Rancho Santa Margarita, California, hereinafter referred to as "PURCHASER".

WHEREAS, Seller is the owner and operator of a business division called M1 Data and Analytics, hereinafter referred to as "The M1 Data Business" and

WHEREAS, Purchaser desires to purchase the assets of The M1 Data Business; and


WHEREAS, the Parties are desirous of effectuating a smooth and efficient transfer of the business being sold and acknowledge that their mutual goodwill and cooperation are essential to this end.

NOW THEREFORE, the Parties hereto, in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

1. SALE OF ASSETS.

A. Except as provided in Schedule A attached hereto and made a part hereof, Seller agrees to sell and transfer, and Purchaser agrees to buy, The M1 Data Business, including the use of the name "M1 Data", toll-free number, domain name, customer relationships, accounts receivable, goodwill, office fixtures, software purchased and licensed (to the extent not conveyed as part of the Intellectual Property described below and to the extent assignable by Seller), information technology equipment, and Seller's rights (to the extent assignable by Seller) under or to contracts and deposits made by Seller in connection with such business. The assets to be transferred hereunder are more specifically described in Schedule "B" attached hereto and made a part thereof. Such assets are to be transferred free and clear of any and all liabilities, debts, mortgages, security interests or other liens or encumbrances created by, through or under Seller, except as listed in Schedule "C" attached hereto and made a part hereof.

B. Seller has developed an historical database of telephone number listings dating back to 2002 ("The Historical Database"). At the Closing, to the extent owned by and assignable by Seller, Purchaser will acquire Seller's interest in The Historical Database, subject to the additional limitations described herein. Subject to the foregoing, (i) Purchaser will have the exclusive right to use and sell data from The Historical Database except that for a period of one year from Closing (the "Sale Period"), Purchaser will not directly or indirectly sell, license or convey The Historical Database in its entirety to any person or entity; (ii) Seller retains the right to sell The Historical Database in its entirety, not as a data retrieval service, on a non-exclusive basis to up to four customers that may use The Historical Database for any purpose except to resell The Historical Database in its entirety; (iii) Purchaser warrants that it will continue to maintain and update The Historical Database with at least the same frequency as did Seller prior to the Closing and will deliver it, upon written notification, to any such purchaser of the Historical Database; and (iv) Purchaser will also provide reasonable and adequate technical sales support to Seller in



its selling efforts during the Sale Period. Purchaser will receive reimbursement of media cost plus 10% of the gross sales price in exchange for its services to maintain, update and support sales of The Historical Database. After the Closing, Seller will not provide continuing update service to users of data from The Historical Database, instead referring customers interested in such service to Purchaser and for such referral shall receive 10% of the gross revenues thereby received by Purchaser for the initial term of such services.

C. In addition to the rights to The Historical Database as described above, Seller agrees separately to sell and transfer, and the Purchaser agrees to buy, the intellectual property rights used predominately in The M1 Data Business to the extent owned and transferrable by Seller, consisting of the patents, patent applications and provisional patents, and custom developed software used in The M1 Data Business, which includes the DB1 database and Skynet processing system (collectively, the "Intellectual Property"). Purchaser shall pay for the Intellectual Property through a series of non-contingent fixed royalty payments in accordance with the Royalty Agreement attached hereto as Exhibit IV and made a part hereof. The intellectual property rights and software are more particularly identified in Schedule "D" attached hereto and made a part hereof.

2. PAYMENTS.

The Purchaser agrees to pay a total of Four-Hundred, Seventy-Five Thousand (\$475,000) US Dollars of which \$100,000 is to be paid upon Closing for the tangible assets of The M1 Data Business and another \$100,000 is to be paid upon closing for the first of four fixed royalty payments due under the Royalty Agreement. The remaining fixed royalty payments shall be paid as follows: \$50,000 on or before March 31, 2009; \$25,000 on or before June 30, 2009; \$100,000 on or before December 31, 2009; and \$100,000 on or before December 31, 2010. Purchaser shall execute a payment guarantee for the post-closing fixed royalty payments, with Seller retaining a first priority security interest in all of the assets transferred herein until all payments have been made.

3. TRANSITION PERIOD.

Seller agrees to allow Purchaser to continue operations using the portion of Seller's offices now occupied by The M1 Data Business from the Closing until no later than January 30, 2009, ("The Transition Period"). Seller will provide necessary lighting, power, access, heat, internet connectivity and telephone access for Purchaser's employees to the extent generally available to Seller's own employees, but without any warranty as to continuous service or "uptime," during The Transition Period to operate the M1 Data Business as it was operated by Seller prior to Closing at no additional cost. The premises so demised will be accessible during business hours and accommodations made for access to move equipment to other locations. Purchaser shall be responsible for and shall indemnify and hold Seller harmless from and against any claim, loss, damage, liability or expense arising from or attributable to the actions or inactions of its employees, agents or contractors on or about the premises demised by Seller under its lease of the premises, of which the premises occupied by Purchaser are a part, and for any damage to any of such premises, including any liability to Seller's landlord arising from Purchaser's holding over.



4. CLOSING.

Closing of the sale (the "Closing") shall take place on December 31, 2008 at the office of Seller. This Agreement and related documents may be executed in one or parts by the parties on facsimile/pdf copies, each of which when so executed by any party shall be an original but all executed facsimile/pdf copies shall together when delivered constitute one and the same agreement.

5. DELIVERIES AT CLOSING.

A. Purchaser shall pay to the order of the Seller the sum of \$200,000 by company check.
B. Seller shall deliver to the Purchaser (i) a Bill of Sale, transferring title to the personal property identified in Schedule B subject to the items provided in Schedule C attached hereto; (ii) an Assignment of Contracts, transferring Seller's interest, to the extent assignable by Seller, in the contracts and agreements identified in Schedule E attached hereto; (iii) an Assignment of Patents, transferring Seller's interest in the patent, patent application and provisional patent identified in Schedule D attached hereto; and (iv) a Royalty Agreement, providing for payment of royalties for transfer of the Intellectual Property as provided therein.

6. POST CLOSING DELIVERABLES.

After Closing, Seller shall provide to or assist Purchaser in obtaining the following:

- A. Access rights to control and manage the M1Data.com domain name.
- B. Consents to transfer the toll-free telephone number, 800-763-6063 and any fax numbers, if any, associated solely with The M1 Data Business.
- C. Consents to transfer cell phone accounts for employees of The M1 Data Business.

7. REPRESENTATIONS.

The Seller warrants and represents the following:

- A. It is the owner of and has good and marketable title to all the tangible assets specifically enumerated in the attached schedule of assets (Schedule B, free from all debts, security interests, liens, and encumbrances created by, through or under Seller.
- B. It has entered into no contracts which prevent or interfere with the sale of The M1 Data Business to Purchaser in accordance with the provisions of this Agreement.
- C. There are no judgments, liens, actions, or proceedings pending or to the actual knowledge of the CEO of Seller threatened against Seller which would materially adversely affect ongoing operation of The M1 Data Business as it is currently conducted by Seller.
- D. To the actual knowledge of the CEO of Seller, there are no violations of any statute or regulation of any governmental authority that are pending or that have been expressly threatened by such governmental authority against Seller in connection with the conduct of The M1 Data Business as it is currently conducted by Seller.

8. TRANSITION.

The Parties covenant with each other as follows:

- A. Seller covenants that for the 90 day period after the Closing, to the extent Seller then has employees with knowledge thereof, subject to Seller's availability, and without financial compensation from the Purchaser, Seller will make available to Purchaser such employees to answer such questions concerning the M1 Data Business and the manner in which Seller



conducted it prior to Closing as Purchaser reasonably shall request; provided, however, that as a condition thereto, Purchaser acknowledges and agrees that Seller will have no liability to Purchaser whatsoever as a direct or indirect result of any such information provided by Seller's employees to Purchaser.

B. Seller will, without additional compensation and in the normal timing sequence, invoice customers for the first billing cycle after the Closing and will provide documentation to Purchaser explaining the procedure used to compute customer invoices.

C. Within a reasonable time after Closing, Purchaser shall send, at its expense, notices to the Seller's clients, vendors, suppliers involved in The M1 Data Business and any other appropriate persons or entities that it has acquired The M1 Data Business.

D. Purchaser will provide postage paid envelopes to Seller for transmittal of customer checks and vendor invoices after the Closing. Seller covenants that for a period of 90 days after Closing, it will collect and transmit to Purchaser any checks it receives from its former data customers.

E. Nothing herein shall operate to make the Seller, or its principals or agents, an employee or partner of Purchaser.

F. Seller and Purchaser shall cooperate with each other to make the transition as easy as reasonably possible for the clients (customers) of The M1 Data Business.

9. COVENANTS OF SELLER AND PURCHASER.

Each party further covenants with the other as follows:

A. Seller will pay in a timely manner for services consumed prior to December 1, 2008 by data vendors MCI and Compass even though the invoice may be dated after the Closing. Purchaser will pay for MCI and Compass invoices for services consumed after November 30, 2008.

B. Except as otherwise provided herein, Seller will indemnify and hold Purchaser harmless from bills, claims, demands, indebtedness, liability and taxes and any other claims of any nature incurred or arising out of and by reason of the conduct or operation of The M1 Data Business by Seller prior to Closing, and in the case of bills, taxes and similar items, prorated as of the date of Closing.

C. Except as otherwise provided herein, Purchaser will indemnify and hold Seller harmless from bills, claims, demands, indebtedness, liability and taxes and any other claims of any nature incurred or arising out of and by reason of the conduct or operation of The M1 Data Business by Purchaser after the Closing, and in the case of bills, taxes and similar items, prorated as of the date of Closing.

D. Promptly after Closing, but without warranty as to completeness or appropriateness, Seller will review its accounts payable and will provide Purchaser a list of state and local tax requirements in Oregon which Seller has paid in connection with its operation of the M1 Data Business prior to Closing.

E. Seller will pay all wages and accrued vacation, personal or sick time due Seller's employees that are hired by Purchaser up to and including the Closing, but shall have no obligation to pay such employees any severance. The Seller also will remain responsible for payment of any retirement benefits due such employees as of the Closing under Seller's existing retirement benefit plans. Purchaser shall be responsible for all liability for all salary, benefits, severance obligations and other payments, duties, obligations or liabilities due or owing any of the employees hired by it that arise or accrue after the Closing.



10. Disclaimer of Warranties; Limitation of Liability. Buyer acknowledges and agrees that it has conducted such investigations of The M1 Data Business as it has deemed necessary and that, except for the warranties made in Section 7 above, Buyer is acquiring The M1 Data Business AS IS, WHERE IS, WITH ALL FAULTS AND DEFECTS. SELLER EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, EVEN IF SELLER HAS BEEN MADE AWARE OF SUCH PURPOSE; WARRANTIES ALLEGED TO ARISE AS A RESULT OF CUSTOM AND USAGE; AND THE WARRANTY AGAINST INFRINGEMENT OF PATENTS OR OTHER INTELLECTUAL PROPERTY RIGHTS. Notwithstanding anything in this Agreement to the contrary, under no circumstance shall Seller be liable to Purchaser, under any theory of recovery, for an amount greater than the total amount paid by Purchaser to Seller hereunder.

11. COVENANT NOT TO COMPETE.

Except as described herein with respect to The Historical Database, Seller agrees that for three (3) years from Closing, neither it nor any employees while employed by it will, directly or indirectly, own, manage, operate, join, control, participate in, engage in any way, as employee, partner, officer, director, shareholder, or otherwise, or through any other person, firm or corporation, in any business substantially similar to or in competition with The M1 Data Business. Seller further covenants that it will not sell the The Historical Database to one of the top ten customers of The M1 Data Business (based on 2008 revenue) without the prior written consent of Purchaser.

12. BROKER.

The Parties warrant and represent to the other that no broker was involved in negotiating this Agreement. The Parties agree to hold each other harmless and indemnify each other from and against any and all claims for brokers' fees from any broker, arising out of any acts of such Party or claiming by, through or under such Party.

13. MISCELLANEOUS.

A. All collections on accounts receivable which are received after the Closing, regardless of the invoice or check date, are the property of Purchaser. Seller agrees to promptly transmit said payments to Purchaser using prepaid envelopes provided by Purchaser.

B. Seller warrants that as of Closing it has not received any advances or other prepayments from its customers contrary to the terms of its contracts with such customers.

C. Purchaser, its principals and employees, acknowledge and agree that The M1 Data Business as with any business involves financial risks and that Seller has not made any promises, guarantees, warranties or representations as to the profitability and/or future success of The M1 Data Business, and Purchaser, its principals and employees, have agreed to purchase The M1 Data Business at their own risk.

D. The Parties hereto agree to execute such additional documents and papers and to perform and do such additional acts and things as may, from time to time, be reasonably necessary and proper to effectuate and carry out the transaction contemplated by this Agreement provided that no out-of-pocket expenditures are required of the Party whose assistance is requested.



E. Purchaser hereby represents that it has reviewed the specifics of The M1 Data Business and that Purchaser is satisfied with the information thereby disclosed to it.

F. All notices under this Agreement shall be in writing and may be served by personal service or by mail. Notice by mail shall be addressed to each Party at its last known address.

G. The Parties agree that any dispute, claim or controversy arising under, out of, or in relation to this Agreement shall be submitted for adjudication and/or settlement by arbitration proceedings in accordance with the Rules of the American Arbitration Association, Los Angeles office and any determination thereon shall be binding upon the Parties hereto with the same force and effect as if rendered by a court of competent jurisdiction, and judgment thereon may be entered by any Party.

H. Purchaser agrees to waive compliance with the requirements of applicable laws, if any, relating to bulk sales and Seller agrees to hold harmless and indemnify Purchaser from and against any and all liabilities that may be asserted against it arising out of such non-compliance.

I. Purchaser agrees that it will offer employment to Chris Anderson, Philip Ljubicich and Aaron Rocher commencing at Closing with compensation close to the compensation paid by Seller immediately prior to Closing. For these three employees, Purchaser agrees to pay severance if any of them is terminated by Purchaser without cause within six months from the date of hire. Such severance will be equal to the amount of severance such employee would have been paid by Seller if Seller had terminated such employee at Closing. Any other employees that Purchaser employs at Closing will not be guaranteed severance pay by Purchaser.

J. Purchaser will assume the obligations of the tenant under the lease of space for the office used by Philip Ljubicich in Seattle, Washington, commencing January 1. No adjustment for prorated rent or deposit is to be made.

14. SURVIVAL OF REPRESENTATIONS.

All representations, warranties and agreements contained herein shall not be discharged or dissolved upon Closing, but shall survive for a period of one year after Closing.

15. ENTIRE AGREEMENT.

The Parties represent that this and the Schedules and Exhibits attached hereto are the entire agreement and understanding among the Parties, and that there are no representations, warranties, terms, covenants or conditions made by any other party except as herein or therein expressly contained. This Agreement shall not be altered, waived, modified or canceled in any respect except in writing, duly executed by all of the Parties hereto, and no oral agreement or course of conduct to the contrary, shall be deemed an alteration, amendment, modification or cancellation.

16. LAW.

The construction, performance and enforcement of this Agreement shall be governed by the State of California.

17. SUCCESSOR AND ASSIGNS.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their legal successors and assigns.

IN WITNESS HEREOF, the Parties have executed this Agreement the day and year

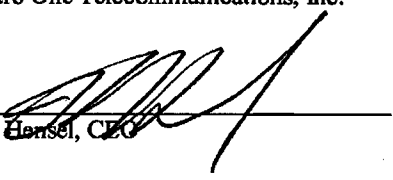


first above written.

Metro One Telecommunications, Inc.

BY

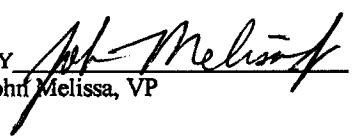
Jim Hensel, CEO



Melissa Data Corporation

BY

John Melissa, VP



Schedule A
Excluded Assets

- Microsoft Licenses, except for Windows operating system and Office installed on computers listed in Schedule B
- StorageTek Streamline SL500 Tape backup system
- Lan Network gear
- Telephone numbers and Domain names other than listed on Schedule B
- EquiFax Data Contract
- GreatPlains accounting system (software and hardware)
- Sugar Licenses in excess of six
- Corporate Books and Records, including all minutes of meetings of the Board of Directors and shareholders of Seller, stock books, stock transfer ledgers and related records and similar files and records.
- Assets not predominately used in the M1Data Division of Metro One

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• **Schedule B**
Purchased Assets

- PPE listed on Schedule B-1
- Tradename: M1 Data and Analytics
- 800-763-6063
- www.m1data.com
- Accounts Receivable, as further listed on Schedule B-1
- Software (purchased and licensed) no otherwise listed on Schedule D (IP)
- Six SugarCRM Professional Licenses
- Seattle Office Lease

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Schedule B-1

M1 Data Accounts Receivable Transferred to Melissa Data

Customer (number used by M1 Data)	12/29/08 balance	Payments 12/29	Balance Transferred
ACXI02	94.92	67.66	27.26
ACXI01	57,338.54	-	57,338.54
AME01	367.11	193.84	173.27
CHRO01	1,350.93		1,350.93
CLAR02	817.45		817.45
COMP01	4,139.26	502.58	3,636.68
CORN01	50.00		50.00
DAAM01	1.31		1.31
DALL01	1,003.67		1,003.67
ECOW01	274.29		274.29
ECOW02	0.45		0.45
FING01	247.01		247.01
GREAO2	58.85		58.85
GRYP01	300.00		300.00
GUID02	10.12		10.12
GUID01	17,741.75		17,741.75
INGR01	3,089.80		3,089.80
MELI01	388.58		388.58
MERK07	4,780.77		4,780.77
MERK05	(686.69)		(686.69)
MERK06	(934.03)		(934.03)
NATI01	52.73		52.73
NATI03	6.05	6.05	-
NEWN01	304.60		304.60
PITN1	4,979.80		4,979.80
PRAC01	15,872.01		15,872.01
RPM01	1,025.10	37.75	987.35
SANF01	1,679.21		1,679.21
SANJ01	2,356.07		2,356.07
SECU01	192.76		192.76
SERV01	68,751.40	37,612.89	31,138.51
SPEC01	(1,207.23)		(1,207.23)
SPEC02	170.73		170.73
TMAL01	5,646.24		5,646.24
TSFF01	7,323.08	650.00	6,673.08
TAYL01	776.20	257.80	518.40
TERA01	5,909.66		5,909.66
BIRM01	684.45	439.80	244.65
TRIT01	786.75	786.75	-
TURN01	11.64		11.64
TURN02	80.10		80.10
TURN03	32.82		32.82
VANR01	4,458.66	1,650.86	2,807.80
NEXX01	5,289.90	5,277.90	12.00
Total	215,816.82	47,483.88	168,132.94

**Schedule B-2
Property, Plant and Equipment**

CORE DATA SERVICES	Count	SUPPORT SERVICES	Count
<i>SkyNet (SNS,OOC)</i>		<i>Backup Server and Storage</i>	
Dell 2650	21	Sun 280R	1
<i>BATCH Nodes (DBA,DD)</i>		Sun StoreEdge 3500	1
Dell 2650	56	Storage Edge L-180 (2 racks)	1
<i>Transfer Host (DDSRV)</i>	1	SugarCRM	
Dell 2650		Dell 2650	2
<i>BATCH Controller (DDCTRL02)</i>		Dell 1950	2
Dell 2650	1	Dell 2950	2
<i>HLS (HLS)</i>		FTP/DNS/Misc support servers	
Dell 2650	6	Dell 2650	20
<i>API Hosts/Servers</i>		Parts Inventory	
Sun V100	7	Dell 2650	16
F5 Big IP	2	Power Supplies	all
3DNS	1		
<i>MCI Raw Data Host & Storage</i>		Office Furniture and Equipment	
Dell 2650	1	Blonde Offices and chairs	2
Sun V65x	1	Cubicles and chairs	8
Sun StoreEdge 3500	3	Color Laser	1
<i>Online New Mover Hosts</i>		Copier/printer/Scanner	1
Dell 2650	3	Fax	1
<i>Network Elements</i>		Laptops	3
Switches	9	Desktop Computers	3
Alpine 3808 Switch	1	Monitors	9
Alpine Summit 48	2	IP Phones	5
<i>Beta version server nodes (Tux servers)</i>		Seattle Office Furniture	all
Dell 2650	25	(including Desktop, Laptop, IP Phone, Printer, Monitors)	
<i>Network/Application/Service Monitoring</i>		Server Racks/Cages	all
Dell 2650	1	(housing listed equipment)	
<i>Message Queue Server</i>			
Sun V880	1		
<i>Source Control</i>			
Sun V100	1		

SCHEDULE C
Encumbrances

The patent, pending patent and provisional patent described in Schedule D (collectively, the "Patents") are subject to a perpetual, world-wide, royalty-free, nonexclusive license (the "License") to Grape Technology Group, Inc. and its parent, kgb, a Delaware corporation (formerly INFONXX, Inc.), and its parent's subsidiaries (collectively, "Licensee") that includes all continuations, continuations-in-part, divisionals, reexaminations and/or reissues of the Patents to make, have made or use, in each instance, only for its internal purposes in connection with Licensee's provision of services to its customers (and not for the sale, licensure or other conveyance to a third party). The License provides that Licensee may sublicense the License to their vendors, suppliers, distributors, customers and end-users in connection with their exercise of the License for direct use by Licensee, but no such sublicensee shall directly or indirectly use or exercise any rights under the License with or for any person other than Licensee in accordance with the License. This license is deemed a license to "intellectual property" for purposes of Section 365(n) of the U.S. Bankruptcy Code, and the Licensee has all of its rights and benefits thereunder.

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Schedule D
Intellectual Property

Patent No. 6,970,880

Patent Application No. 2006112133

Provisional Patent (Do Not Call Cleanse Process) filed July 31, 2008

DB One – The DB One asset includes all software source code for the DB One database and its associated utilities along with any compiled versions of the database. DB One is a non-relational database engine that has been optimized for text searching.

Skynet – The Skynet asset is a distributed software application for processing data on clusters of Linux systems. It includes software to process Telco listing data into a variety of data products including a current Telco database and a historical Telco database. The asset includes all software source code to build the Skynet application binaries and a copy of the open source software that it depends on (which includes Sun Grid Engine). It further includes all configuration information required to manage the processing of Telco data and other data products.

Batch System – The Batch System is a distributed software application for processing customer data update requests against a reference data set on clusters of Linux systems. The asset includes all software source code to build the Batch System installation binaries and configuration information to allow it to process customer data requests against the current Telco databases and historical Telco databases produced on the Skynet clusters.

API System – The API system is a software application which allows customers to make dynamic queries using our Application Programmer Interface. The assets include all software source code to facilitate this process, including examples that customers use to build the interface.

No copyrights or trademarks



Schedule E

Customer Contracts and/or NDA's

Vendors

My Documents\MI1Data documentation\Customers

My Documents\MI1Data documentation\Vendors

- 411 Saver
- A & J Capital
- Accdom
- Aggressive Marketing
- Bill Keffer
- Central Address Systems
- Chrostek
- Clark Mackain
- Commerce Energy
- Community Transit
- Compass Marketing
- Complete Women Care
- Coral Wireless
- Credit International
- DataServ
- EcoWater
- Elephant Group
- Fingerhut
- Grafico
- Great Lakes List
- Great Call
- Guidestar Direct
- GuideSTAR Technologies
- ID International
- INRG
- Integra
- Lease Finance
- Melissa Data
- Merkle
- New Neighbor
- Nexxa
- NTN
- Pitney Bowes
- Practical Marketing
- Reliant Energy
- RPM
- Saveforhome.com
- Secur.com
- ServiceMaster
- SFC
- SJMN
- SMC
- Specialty Capital
- Targus
- Taylor Development

- The Birmingham News
- The Denver Newspaper
- TMA
- Trikium
- TSF Financial
- Turner Pest
- Unison
- Van Ru

- Compass
- FTC
- MCI
- Satori
- Telecordia
- USPS

ASSIGNMENT OF CONTRACTS AND NDAs

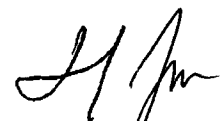
This Assignment of Contracts and NDAs (this "Assignment") is made as of the 31st day of December, 2008, by and between Metro One Telecommunications, Inc. ("Assignor"), and Melissa Data Corporation ("Assignee") with reference to the following:

Assignor and Assignee are parties to that certain Purchase and Sale Agreement dated as of December 31, 2008 (the "Purchase Agreement"), pursuant to which Assignor is selling to Assignee, simultaneously with the delivery of this Assignment, The M1 Data Business, as such term is defined in the Purchase Agreement. As part of the sale of The M1 Data Business, Assignor has agreed to assign, to the extent the same are assignable, Assignor's interest in certain contracts and agreements related to The M1 Data Business.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which hereby are acknowledged, Assignor hereby assigns and transfers unto Assignee, to the extent assignable by Assignor, all of Assignor's right, title, claim and interest in and under all of the customer and vendor contracts and non-disclosure agreements listed in Schedule 1 attached hereto.

ASSIGNOR AND ASSIGNEE FURTHER HEREBY AGREE AND COVENANT AS FOLLOWS:

1. Assignor warrants and covenants that the contract rights assigned hereby are assigned and transferred by Assignor free and clear of any liens and encumbrances created by, through or under Assignor. Assignor shall remain responsible to pay all amounts due under or in respect of the contracts and other rights and interests assigned and transferred hereunder accruing with respect to the period prior to closing of the transaction contemplated by the Purchase Agreement, except that Assignee shall assume the obligations under the MCI and the Compass contracts arising from usage charges after December 1, 2008.
2. Assignee hereby accepts the foregoing assignment and hereby assumes all of the duties, obligations and responsibilities of the other party under the contracts and NDAs listed in attached Schedule 1 accruing with respect to the period after the closing of the transaction contemplated in the Purchase Agreement.
3. Assignor makes no warranty or representation that any of the contracts or NDAs listed in attached Schedule 1 is assignable by Assignor to Assignee or that Assignee will obtain any rights under any of these contracts or NDAs, but Assignor covenants to assist Assignee (without payment of money by Assignor) in obtaining any consents or approvals or contract renegotiations that reasonably may be required to transfer the contracts and NDAs listed in Schedule 1 to Assignee.
4. This Assignment shall be binding on and inure to the benefit of the parties hereto and their successors in interest and assigns and shall be governed by California law.
5. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, but any number of which, taken together, shall be deemed to constitute one and the same instrument.



TRADEMARK

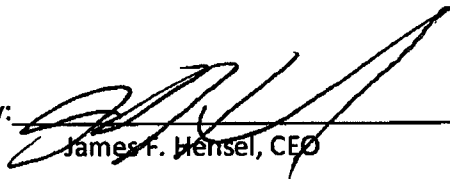
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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment the day and year first above written.

ASSIGNOR:

METRO ONE TELECOMMUNICATIONS, INC.


By:


James F. Hensel, CEO

ASSIGNEE:

MELISSA DATA CORPORATION

By:


John Melissa, Vice President