

**DATA BUS PATENT LICENSE AGREEMENT
BETWEEN OMEGA PATENTS LLC AND MID CITY ENGINEERING, LLC**

THIS AGREEMENT is made as of this 1st of February, 2010, by and between OMEGA PATENTS LLC a limited liability corporation of Georgia, with offices at 5326 Presley Place, Douglasville, GA 30135 ("LICENSOR"), and Mid City Engineering, LLC, with offices at 830 N. Milwaukee Ave, Chicago, IL. 60642 ("LICENSEE") (collectively the "PARTIES").

WITNESSETH:

WHEREAS, LICENSOR is the sole and exclusive owner of those patents identified more fully in the attached Schedule A as applied to vehicle remote system controls (collectively, the "Patents");

WHEREAS, LICENSOR has agreed to grant LICENSEE a nonexclusive and nontransferable license under the Patents (the "Licensed Products"); and

WHEREAS, LICENSOR has the power and authority to grant to LICENSEE such license.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. LICENSE

A. LICENSOR hereby grants to LICENSEE, upon and subject to all the terms and conditions of this Agreement, a nonexclusive license under the patents to make, use, have made, and sell the Licensed Products embodying the invention(s) covered by the Patents in the Licensed Territory, for the specific vehicles as set forth in the attached Schedule A.

B. As used in the Agreement, the Patents shall mean and include those patents identified more fully in the attached Schedule A with the exception that no license is implied or granted to any claim(s) of any of the Patents relating to or covering vehicle GPS Tracking technology.

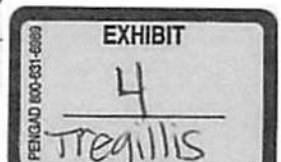
C. The license granted herein is subject to a reserved, nonexclusive, right of LICENSOR to make, use, and sell the systems and methods embodying the invention(s) of the Patents.

D. LICENSEE may not grant sublicenses under this Agreement without prior express written consent of LICENSOR.



6:13-01950
Omega v.
Calamp

Exhibit
PL 67



Geotab Exhibit 1092
Geotab v. Omega

ATTORNEYS EYES ONLY

OMEGA-006015
OMEGA_CAL000171

2. TERM

A. This Agreement shall be effective as of the date of execution by the Parties and shall extend until February 1, 2015.

3. COMPENSATION

A. In consideration for the licenses granted hereunder, LICENSEE agrees to pay to LICENSOR the royalty recited in Schedule A (the "Royalty") based upon the sales of Licensed Products. The Royalty obligation shall apply to all Licensed Products manufactured or sold by LICENSEE during the Term of this Agreement.

B. It is understood and agreed that only one royalty shall be paid hereunder as to Licensed Product whether or not it is covered by more than one (1) claim of a patent, by the claims of more than one (1) patent, or by the claims of patents of more than one (1) country.

C. The Royalty owed LICENSOR shall be calculated on a monthly calendar basis (the "Royalty Period") and shall be payable no later than THIRTY (30) days after the termination of the preceding full month.

D. For each Royalty Period, LICENSEE shall provide LICENSOR with a written royalty statement in a form acceptable to LICENSOR. Such royalty statement shall be certified as accurate by a duly authorized officer of LICENSEE reciting, on a country-by-country basis, the stock number, item, units sold, description, quantity shipped and reportable sales for each Licensed Product. Such statements shall be furnished to LICENSOR regardless of whether any Licensed Products were sold during the Royalty Period or whether any actual Royalty was owed.

E. No costs incurred in the manufacturing, selling, advertising, and distribution of the Licensed Products shall be deducted from Royalties, nor shall any deduction be allowed for any uncollectable accounts or allowances.

F. A Royalty obligation shall accrue upon the sale of the Licensed Products regardless of the time of collection by LICENSEE. A Licensed Product shall be considered "sold" when such Licensed Product is billed, invoiced, shipped, or paid for, whichever occurs first. Licensed Products, for which a Royalty has already been paid, that are returned for refund or credit in the normal course of business may be deducted from amounts otherwise sold.

G. The receipt or acceptance by LICENSOR of any royalty statement or payment shall not prevent LICENSOR from subsequently challenging the validity or accuracy of such statement or payment if raised within FIVE (5) years of the receipt or acceptance of such statement or payment.



H. All payments due LICENSOR shall be made in United States currency by check drawn on a U.S. bank, unless otherwise specified by LICENSOR.

I. In the event that currency regulations of a country in which sales are made prohibit the deposit or payment of royalties to LICENSOR or its nominee, no royalty payment shall accrue or be due and payable by LICENSEE with respect to such sales for so long as such restrictions prevail.

J. Late payments shall incur interest at the rate of ONE Percent (1%) per month from the date such payments were originally due.

K. In consideration of past damages for unauthorized or unlicensed sales of Licensed Products, LICENSEE shall also owe LICENSOR SEVEN THOUSAND, THREE HUNDRED AND EIGHTY-FIVE DOLLARS (\$7,385.00) due upon execution of this Agreement by LICENSEE. This amount is based upon LICENSEE's warranty that less than EIGHT HUNDRED AND SEVENTY-SEVEN (877) infringing unit sales have been made through January 31, 2010.

4. RECORD INSPECTION AND AUDIT

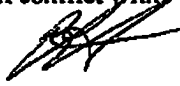
A. LICENSOR shall have the right, upon reasonable notice, to have its assigned auditor inspect the books and records (and all other documents and material in possession or control with respect to the subject matter of this Agreement) of LICENSEE or of any business owned or controlled by LICENSEE. The auditor shall have free and full access thereto for such purposes and may make copies thereof. LICENSEE shall impose similar obligations on its sublicensees for the benefit of itself and of LICENSOR. The maximum number of audits in a given year will be one, unless a prior audit reveals a royalty shortfall of at least THREE PERCENT (3%).

B. In the event that such inspection reveals an underpayment by LICENSEE of the actual Royalty owed LICENSOR, LICENSEE shall pay the difference, plus interest calculated at the rate of ONE PERCENT (1%) per month. If such underpayment is in excess of THREE PERCENT (3%) for any Royalty Period, LICENSEE shall also reimburse LICENSOR for the cost of such inspection.

C. All books and records relative to LICENSEE's obligations hereunder shall be maintained and made accessible to LICENSOR for inspection at a location in the United States for at least five (5) years after termination of this Agreement.

5. WARRANTIES AND OBLIGATIONS

A. LICENSOR represents and warrants that it is the owner of the entire right, title, and interest in and to the Patents; that it has the right and power to grant the licenses granted herein; that there are no other agreements with any other party in conflict with such grant.



B. LICENSEE shall be solely responsible for the manufacture, production, sale, and distribution of the Licensed Products and will bear all costs associated therewith.

C. All improvements made by the LICENSEE relating to the Licensed Products during the term of this Agreement shall be promptly disclosed to LICENSOR and shall hereinafter become the property of LICENSOR. LICENSEE hereby agrees to execute any and all documents necessary to perfect LICENSOR's rights in such improvements. LICENSEE has further warranted that it has a single pending U.S. patent application filed prior to this Agreement for technology unrelated to this Agreement, and the scope and content of said single pending U.S. patent application have not been conveyed to LICENSOR.

D. LICENSOR may defend the Licensed Patents against infringement by third parties. Any lawsuit shall be prosecuted solely at the expense of LICENSOR and all sums recovered shall be retained by LICENSOR. LICENSEE agrees to fully cooperate with LICENSOR in the prosecution of any such suit.

6. MARKING AND SAMPLES

A. LICENSEE shall, and agrees to require its sublicensees, if any, to fully comply with the patent marking provisions of the intellectual property laws of the applicable countries in the Licensed Territory.

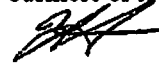
B. At least once during each calendar year, LICENSEE shall submit to LICENSOR ONE (1) sample of each new Licensed Products for approval. LICENSOR agrees to complete its assessment and approval of same within THIRTY (30) business days following receipt of same.

C. If changes are made to any approved Licensed Product, such modified Licensed Product shall be re-submitted to LICENSOR for evaluation further to Section 6B. above.

7. TERMINATION

The following termination rights are in addition to the termination rights that may be provided elsewhere in the Agreement:

A. Immediate Right of Termination. LICENSOR shall have the right to immediately terminate this Agreement by giving written notice to LICENSEE in the event that LICENSEE Files a petition in bankruptcy or is adjudicated as bankrupt or insolvent, or makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or if the LICENSEE discontinues or dissolves its business or if a



receiver is appointed for LICENSEE or for LICENSEE's business and such receiver is not discharged within SIXTY (60) days.

B. Immediate Right of Termination. LICENSOR shall have the right to immediately terminate this Agreement by giving written notice to LICENSEE in the event that LICENSEE audit reveals a royalty shortfall of greater than THREE PERCENT (3%).

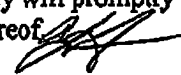
C. In the event of Termination, the LICENSEE shall immediately discontinue further sale of any Licensed Products.

8. CONFIDENTIALITY

A. "Confidential Information" shall mean any confidential technical data, trade secret, know-how or other confidential information disclosed by any party hereunder in writing, orally, or by drawing or other form and which shall be marked by the disclosing party as "Confidential" or "Proprietary." If such information is disclosed orally, or through demonstration, in order to be deemed Confidential Information, it must be specifically designated as being of a confidential nature at the time of disclosure and reduced in writing and delivered to the receiving party within THIRTY (30) days of such disclosure.

B. Notwithstanding the foregoing, Confidential Information shall not include information which: (i) is known to the receiving party at the time of disclosure or becomes known to the receiving party without breach of this Agreement; (ii) is or becomes publicly known through no wrongful act of the receiving party or any subsidiary of the receiving party; (iii) is rightfully received from a third party without restriction on disclosure; (iv) is independently developed by the receiving party or any subsidiary; (v) is furnished to any third party by the disclosing party without restriction on its disclosure; (vi) is approved for release upon a prior written consent of the disclosing party; (vii) is disclosed pursuant to judicial order, requirement of a governmental agency or by operation of law.

C. The receiving party agrees that it will not disclose any Confidential Information to any third party and will not use Confidential Information of the disclosing party for any purpose other than for the performance of the rights and obligations hereunder during the term of this Agreement and for a period of FIVE (5) years thereafter, without the prior written consent of the disclosing party. The receiving party further agrees that Confidential Information shall remain the sole property of the disclosing party and that it will take all reasonable precautions to prevent any unauthorized disclosure of Confidential Information by its employees. No license shall be granted by the disclosing party to the receiving party with respect to Confidential Information disclosed hereunder unless otherwise expressly provided herein.

D. Upon the request of the disclosing party, the receiving party will promptly return all Confidential information furnished hereunder and all copies thereof. 

E. LICENSEE shall not disclose any of the specific terms of this Agreement to any third party without the prior written consent of the LICENSOR. Notwithstanding the foregoing, any party may disclose information concerning this Agreement as required by the rules, orders, regulations, subpoenas or directives of a court, government or governmental agency, after giving prior notice to the other party.

F. If a party breaches any of its obligations with respect to confidentiality and unauthorized use of Confidential Information hereunder, the non-breaching party shall be entitled to equitable relief to protect its interest therein, including but not limited to injunctive relief, as well as money damages notwithstanding anything to the contrary contained herein.

G. Except as otherwise set forth in this Agreement, LICENSEE will make no public statements, press releases or other announcements relating to the terms of or existence of this Agreement without the prior written approval of LICENSOR.

9. INDEMNITY & INSURANCE

A. LICENSEE agrees to defend, indemnify and hold LICENSOR and its officers, directors, agents, and employees, harmless against all costs, expenses, and losses (including reasonable attorney fees and costs) incurred through claims of third parties against LICENSOR based on the manufacture or sale of the Licensed Products including, but not limited to, actions founded on product liability.

B. LICENSEE shall, throughout the Term of the Agreement, obtain and maintain at its own cost and expense from a qualified insurance company having a Moody's rating of B or better, standard Product Liability Insurance naming LICENSOR, and its officers, directors, employees, agents, and shareholders, as an additional insured. Such policy shall provide protection against all claims, demands, and causes of action arising out of any defects or failure to perform, alleged or otherwise, of the Licensed Products or any material used in connection therewith or any use thereof. The amount of coverage shall be as specified in Schedule A attached hereto. The policy shall provide for THIRTY (30) days' notice to LICENSOR from the insurer by registered or certified mail, return receipt requested, in the event of any modification, cancellation, or termination thereof. LICENSEE agrees to furnish LICENSOR a certificate of insurance evidencing same within THIRTY (30) days after execution of this Agreement and, in no event, shall LICENSEE manufacture, distribute, or sell the Licensed Products prior to receipt by LICENSOR of such evidence of insurance.

10. NOTICE AND PAYMENT

A. Any notice required to be given under this Agreement shall be in writing and delivered personally to the other designated party at the above stated address or



mailed by certified, registered or Express mail, return receipt requested or by Federal Express.

B. Either party may change the address to which notice or payment is to be sent by written notice to the other under any provision of this paragraph.

11. JURISDICTION/DISPUTES

This Agreement shall be governed in accordance with the laws of the State of Florida and the United States. All disputes under this Agreement shall be resolved by litigation in the courts of the State of Florida including the federal courts therein and the Parties all consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it.

12. AGREEMENT BINDING ON SUCCESSORS

The provisions of the Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their heirs, administrators, successors and assigns.

13. ASSIGNABILITY

LICENSEE may not assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of LICENSOR.

14. WAIVER

No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.

15. SEVERABILITY

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

16. INTEGRATION

This Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing.



signed by the Parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may conflict with this Agreement.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

OMEGA PATENTS LLC

By: 

Title: PRES

Date: 2-10-10

MID CITY ENGINEERING, LLC

By: 

Title: MANAGING MEMBER

Date: FEB 8TH 2010

ATTORNEYS EYES ONLY

OMEGA-006022
OMEGA_CAL000178

SCHEDULE A
TO LICENSE AGREEMENT BETWEEN
OMEGA PATENTS LLC AND MIDCITY ENGINEERING.

1. Licensed Patents

The licensed Patents are as follows:

U.S. Letters Patent No. 5,719,551;
U.S. Letters Patent No. 6,011,460 B1;
U.S. Letters Patent No. 6,243,004 B1;
U.S. Letters Patent No. 6,275,147 B1;
U.S. Letters Patent No. 6,297,731 B1;
U.S. Letters Patent No. 6,346,876 B1;
U.S. Letters Patent No. 6,392,534 B1;
U.S. Letters Patent No. 6,529,124 B2;
U.S. Letters Patent No. 6,756,885 B1;
U.S. Letters Patent No. 6,771,167 B1;
U.S. Letters Patent No. 6,812,829 B1;
U.S. Letters Patent No. 6,924,750 B1;
U.S. Letters Patent No. 7,010,402 B1;
U.S. Letters Patent No. 7,015,830 B1;
U.S. Letters Patent No. 7,031,826 B1;
U.S. Letters Patent No. 7,046,126 B1;
U.S. Letters Patent No. 7,068,153 B1;
U.S. Letters Patent No. 7,205,679 B1;
U.S. Letters Patent No. 7,224,083 B1;
U.S. Letters Patent No. 7,369,936 B1;
U.S. Letters Patent No. 7,489,233 B1;
U.S. Letters Patent No. 7,501,937 B1;
U.S. Letters Patent No. 7,576,637 B1;
U.S. Letters Patent Published No. 20040017284;
U.S. Letters Patent Published No. 20070279283;
U.S. Letters Patent Application No. 11/861,693;
U.S. Letters Patent Application No. 12/180,992;
U.S. Letters Patent Application No. 12/181,026;
U.S. Letters Patent Application No. 12/181,183;
U.S. Letters Patent Application No. 12/181,194;
U.S. Letters Patent Application No. 12/181,200;
U.S. Letters Patent Application No. 12/181,207;
Canadian Patent No. 2,320,248;
Canadian Patent No. 2,414,991;
Canadian Patent No. 2,415,011;
Canadian Patent No. 2,415,023;
Canadian Patent No. 2,415,027;
Canadian Patent No. 2,415,038;
Canadian Patent No. 2,415,041;
Canadian Patent No. 2,502,893;
Canadian Application No. 2,451,487;



Canadian Application No. 2,451,490;
Canadian Application No. 2,452,296;
European Patent No. 1,053,128;
European Application No. EP-1500565;
European Application No. EP-1538037; and
European Application No. EP-1538038.

2. Territory

The Territory shall be the United States of America, and Canada.

3. Royalty

A royalty of TWENTY DOLLARS (\$20.00) is due for each Licensed Product sold from February 1, 2010 during the term of this Agreement. A minimum yearly royalty of FIVE THOUSAND (\$5,000.00) is due to be paid in quarterly installments throughout the term of this Agreement. In any given year, if the total royalties paid exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), thereafter for the remainder of that year, the royalty shall drop to FIVE DOLLARS (\$5.00) for each Licensed Product.

4. Licensed Products

The Licensed Products hereunder shall only be remote start related products using the vehicle data bus for vehicles from Mercedes Benz, Volkswagen, Audi, or BMW.

5. Product Liability Insurance

TWO MILLION Dollars (U.S. \$2,000,000) combined single limit, with a deductible amount not to exceed ONE THOUSAND Dollars (\$1,000), for each single occurrence for bodily injury and/or for property damage.

