

PATENT LICENSE AGREEMENT

THIS AGREEMENT is made as of this first of January, 2005, by and between OMEGA PATENTS LLC, a limited liability corporation of Georgia, with offices at 5326 Presley Place, Douglasville, GA 30135 ("LICENSOR"), and Omega Research and Development, Inc., a corporation of Georgia, with offices at 981 N. Burnt Hickory Rd, Douglasville, GA. ("LICENSEE") (collectively the "PARTIES").

WITNESSETH:

WHEREAS, LICENSOR is the sole and exclusive owner of those patents identified more fully in the attached Schedules A1 and A2 as applied to vehicle remote system controls (collectively, the "Patents"); and

WHEREAS, LICENSOR has agreed to grant LICENSEE a nonexclusive and nontransferable license under the Data Bus Patents and Non-Data Bus Patents (collectively the "Patents") for use in the development and sale of the types of products covered by 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 systems and methods embodying the invention(s) described in the Patents in the Licensed Territory for the Term specified in Section 2, below. The Licensed Territory shall be the United States of America, Canada, Great Britain, France, Italy and Germany.

B. As used in the Agreement, the Data Bus Patents shall mean and include those patents identified more fully in the attached Schedule A1; the Non-Data Bus Patents shall mean and include those patents identified more fully in the attached Schedule A2; and the Patents shall mean and include both the Data Bus Patents and the Non-Data Bus Patents.

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.

2. **TERM**

A. This Agreement shall be effective as of January 1, 2005 and shall expire on the last day of the last of the Patents expiring unless sooner terminated by the Parties pursuant to the terms of this Agreement (the "Term").

B. This Agreement shall stay enforceable provided that (i) LICENSEE shall have fully complied with all of its obligations as set forth herein; and (ii) unless LICENSEE gives prior written notice to the LICENSOR later than 60 days of its intention to cancel this agreement.

3. **COMPENSATION**

A. In consideration for the licenses granted hereunder, LICENSEE agrees to pay to LICENSOR the royalty for the Data Bus Patents recited in Schedule B1 (the "Data Bus Royalty") based upon the sales of Licensed Products where such Licensed Products are covered by a subsisting and unexpired claim, in the country in which the Licensed Product is manufactured or sold, of any Data Bus Patent of that country comprised within the Data Bus Patents. LICENSEE agrees to pay to LICENSOR the royalty for the Non-Data Bus Patents recited in Schedule B2 (the "Non-Data Bus Royalty") based upon the sales of Licensed Products where such Licensed Products are covered by a subsisting and unexpired claim, in the country in which the Licensed Product is manufactured or sold, of any Non-Data Bus Patent of that country comprised within the Non-Data Bus Patents. The Data Bus Royalty and Non-Data Bus Royalty are collectively referred to as the Royalties. The royalty obligation shall apply to all Licensed Products manufactured or sold by LICENSEE beginning on January 1, 2005.

B. It is understood and agreed that only one Data Bus Royalty shall be paid hereunder as to Licensed Product whether or not it is covered by more than one (1) claim of a Data Bus Patent, by the claims of more than one (1) Data Bus Patent, or by the claims of Data Bus Patents of more than one (1) country. It is also understood and agreed that only one Non-Data Bus Royalty shall be paid hereunder as to Licensed Product whether or not it is covered by more than one (1) claim of a Non-Data Bus Patent, by the claims of more than one (1) Non-Data Bus Patent, or by the claims of Non-Data Bus Patents of more than one (1) country. In the event that a Licensed Product is covered by both at least one Data Bus Patent and at least one Non-Data Bus Patent, both a Data Bus Royalty and a Non-Data Bus royalty shall be due.

C. The Royalties 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. It is understood and agreed that such

payments shall be no less than U.S. \$10,000 until such time that the cumulative actual Royalties paid to LICENSOR exceed the Guaranteed Minimum Yearly Royalty of \$120,000.

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. LICENSEE agrees to pay LICENSOR a Guaranteed Minimum Yearly Royalty of \$120,000 which may be credited against LICENSEE's actual royalty obligation to LICENSOR. In the event that LICENSEE's actual Royalties paid LICENSOR are less than the Guaranteed Minimum Yearly Royalty, LICENSEE, in addition to paying LICENSOR its actual earned Royalty, shall pay LICENSOR the difference between the total earned Royalty and the Guaranteed Minimum Yearly Royalty.

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

G. 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.

H. 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 THREE (3) years of the receipt or acceptance of such statement or payment.

I. Upon expiration or termination of this Agreement, except for reason of termination because of expiration or a declaration of patent invalidity all royalty obligations, including a time prorated portion of the Guaranteed Minimum Yearly Royalty, shall be accelerated and shall immediately become due and payable.

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

K. 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.

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

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 owed 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 FIVE PERCENT (5%).

B. In the event that such inspection reveals an underpayment by LICENSEE of the actual Royalties 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 FIVE PERCENT (5%) 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 THREE (3) years after termination of this Agreement.

5. INTELLECTUAL PROPERTY PROTECTION

LICENSOR shall retain the right, at its absolute discretion, to seek patent protection for the inventions embodied with the Patents or any improvements thereto. All patent applications comprised within the Patents shall be prosecuted by LICENSOR at LICENSOR's cost and expense.

6. 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; and that it knows of no prior art that would invalidate the Patents.

B. LICENSOR further represents and warrants that LICENSEE's contemplated use of the Patents as represented to LICENSOR does not infringe any valid

rights of any third party, and that there are no actions for infringement against LICENSOR with respect to items it manufactures and sells embodying the invention of the Patents within the Territory.

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

D. All improvements made by the LICENSEE 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.

7. 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 TWO (2) samples of each of the Licensed Products for approval along with LICENSEE's assessment of the Royalty value. LICENSOR agrees to complete its assessment and approval of same within SEVEN (7) business days following receipt of same.

C. In addition to approving or disapproving LICENSEE's assessment of Royalty value of each Licensed Product, LICENSOR shall advise LICENSEE as to which of the Patents apply to each Licensed Product and how the Licensed Products should be marked in order to reflect same. Further, each Licensed Product, or its packaging, shall contain a reference number to be agreed upon by the parties, which will allow the parties to identify the total number of unique data bus functions of the product as related to the Data Bus Royalty to be assigned to each Licensed Product.

D. If changes are made to any approved Licensed Product, such modified Licensed Product shall be re-submitted to LICENSOR for Royalties evaluation further to Sections 7B. and C. above.

8. 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 does any of the following:

1. Fails to obtain or maintain product liability insurance of 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; or
2. Files a petition in bankruptcy or is adjudicated a 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. Right to Terminate Upon Notice. Either party may terminate this Agreement upon THIRTY (30) days' written notice to the other party in the event of a breach of any provision of this Agreement by the other party, provided that, during the THIRTY (30)-day period, the breaching party fails to cure such breach.

C. LICENSEE'S Right to Terminate. During the Term of this Agreement, LICENSEE may terminate this Agreement at its sole discretion upon NINETY (90) days written notice to LICENSOR. LICENSEE may terminate this agreement immediately by giving written notice to LICENSOR in the event that LICENSOR 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 LICENSOR discontinues or dissolves its business or if a receiver is appointed for LICENSOR or for LICENSOR's business and such receiver is not discharged within SIXTY (60) days.

9. POST TERMINATION RIGHTS

A. Upon termination of this Agreement pursuant to Section 8. A. LICENSEE shall thereafter immediately cease all further use of the Patents and all rights granted to LICENSEE or its sublicensees under this Agreement shall forthwith terminate and immediately revert to LICENSOR.

B. Upon expiration or termination of this Agreement other than pursuant to Section 8. A., LICENSEE shall be entitled to dispose of remaining inventory of Licensed Products, or Licensed Products that it has agreed to purchase, for a period of NINETY (90) days. Such sales shall be subject to the payment of Royalties and the payment provisions set forth in Section 3 above.

C. LICENSOR may defend the 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.

10. 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.

11. INDEMNITY

A. Except as set forth in Section 11.B below, 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 not be obligated to defend, indemnify or hold LICENSOR and its officers, directors, agents, and employees, harmless against any cost, expense or loss (including attorney fees, costs or damages) arising from or incurred through claims of third parties against LICENSOR based on the ownership, validity, enforceability, or legality of the Patents that are the subject of this Agreement, regardless of whether such claims relate to LICENSEE's manufacture or sale of the Licensed Products.

C. LICENSOR agrees to defend, indemnify and hold LICENSEE and its officers, directors, agents, and employees, harmless against all costs, expenses, and losses (including attorney fees, costs or damages) arising from or incurred through claims of third parties against LICENSEE based on the ownership, validity, enforceability, or legality of the Patents that are the subject of this Agreement, regardless of whether such claims relate to LICENSEE's manufacture or sale of the Licensed Products.

12. INSURANCE

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.

13. 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.

14. 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.

15. 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.

16. ASSIGNABILITY

Neither party may assign this Agreement or the rights and obligations thereunder to any third party, even with the sale of the entire business, without the prior express written approval of the other party which shall not be unreasonably withheld.

17. WAIVER

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

18. 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.

19. 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

**OMEGA RESEARCH AND
DEVELOPMENT, INC.**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

CONFIDENTIAL-ATTORNEYS' EYES ONLY

ATTORNEYS EYES ONLY

OMEGA-00077
OMEGA_CAL000206

**SCHEDULE B1
TO LICENSE AGREEMENT
BETWEEN OMEGA PATENTS LLC AND OMEGA R & D, INC.**

OMEGA - U.S. DATA BUS PATENT APPLICATIONS				CONFIDENTIAL	
Description	Serial No.	Filing Date	Issued	Patent No.	
Vehicle Control System Including Verification Features over a Vehicle Data Communications Bus	10/043,077	1/9/02			
Vehicle Tracker Including Data Bus Interface and Related Method	10/105,856	3/25/02			
Vehicle Data Communications Bus Disrupter and Associated Methods	10/271,626	10/16/02			
Vehicle Window Control System for a Vehicle Having a Data Communications Bus And Associated Methods	10/316,342	12/11/02			
Remote Start System for a Vehicle Having a Data Communications Bus and Related Methods	10/413,047	4/14/03			
Vehicle Tracker Including Data Bus Interface and Related Method	11/077,401	3/10/05			
Vehicle Window Control System for a Vehicle Having a Data Communications Bus And Associated Methods	File 58033con1	3/31/05			
Remote Start System for a Vehicle Having a Data Communications Bus and Related Methods	File 58169cip1	3/31/05			

CONFIDENTIAL-ATTORNEYS' EYES ONLY

ATTORNEYS EYES ONLY

OMEGA-00078
OMEGA_CAL000207

OMEGA - U.S. DATA BUS PATENT APPLICATIONS					CONFIDENTIAL	
Description	Serial No.	Filing Date	Issued	Patent No.		
Remote Start System for a Vehicle Having a Data Communications Bus and Related Methods	File 58169con1	3/31/05				
Remote Start System for a Vehicle Having a Data Communications Bus and Related Methods	File 58169con2	3/31/05				
Vehicle tracking unit for controlling operable vehicle devices using a vehicle data bus and related methods	10/105,856	5-17-00				
Vehicle tracking unit for controlling operable vehicle devices using a vehicle data bus and related methods	File 58127con1	3-10-05				
Vehicle security system including pre-warning features for a vehicle having a data communications bus and related methods	10/626,969	7-25-03				
Vehicle Control System Including Multi-vehicle Controller Using Vehicle Code Learning Index and Related Methods	10/812,632	3/30/04				
Vehicle Alarm System for Controlling Vehicle Leveling System	10/855,016	5/27/04				
Remote Vehicle Control System and Associated Method for Counteracting Rogue Command	11/000,159	11/30/04				
Vehicle Control System and Associated Method for Counteracting Rogue Command	11/000,160	11/30/04				
Vehicle Security Sensor Providing Pre-warning and Alarm Notifications and Related Methods	10/648,931	8/27/03				

CONFIDENTIAL-ATTORNEYS' EYES ONLY

ATTORNEYS EYES ONLY

OMEGA-00079
OMEGA_CAL000208

OMEGA - U.S. DATA BUS PATENT APPLICATIONS					CONFIDENTIAL	
Description	Serial No.	Filing Date	Issued	Patent No.		
Vehicle Security Device Including Pre-warn Indicator and Related Methods	10/649,267	8/27/03				

CONFIDENTIAL-ATTORNEYS' EYES ONLY

ATTORNEYS EYES ONLY

OMEGA-00080
OMEGA_CAL000209

OMEGA - U.S. DATA BUS PATENTS					CONFIDENTIAL
Description	Serial No.	Filing Date	Issued	Parent No.	
Vehicle Security System for a Vehicle Having a Data Communications Bus and Related Methods	08/701,356	8/22/96	2/17/98	5,719,551	
Vehicle Security System for a Vehicle Having a Data Communications Bus and Related Methods	09/023,838	2/13/98	1/4/2000	6,011,460	
Vehicle Security System with Inductive Coupling to a Vehicle Having a Data Communications Bus and Related Methods	09/368,389	8/4/99	6/5/01	6,243,004	
Vehicle Security System Including Adaptor for Data Communications Bus and Related Methods	09/368,595	8/4/99	6/19/01	6,249,216	
Vehicle Security System for a Vehicle Having a Data Communications Bus and Related Methods	09/382,245	8/25/99	8/14/01	6,275,147	
Multi-vehicle Compatible Control System Generating Command Signals on a Data Bus and Associated Methods	09/583,332	5/31/00	2/12/02	6,346,876	
Remote Control System for a Vehicle Having a Data Communications Bus and Related Method	09/493,980	1/28/2000	5/21/02	6,392,534	
Remote Vehicle Function Control System Using Data Bus Adaptor Cartridge and Associated Methods	09/780,245	2/9/01	3/4/03	6,529,124	
Vehicle Security System Including Adaptor for Data Communications Bus and Related Methods	10/264,917	10/4/02	2/24/04	6,696,927	

CONFIDENTIAL-ATTORNEYS' EYES ONLY

ATTORNEYS EYES ONLY

OMEGA-00081
OMEGA_CAL000210

OMEGA - U.S. DATA BUS PATENTS					CONFIDENTIAL
Description	Serial No.	Filing Date	Issued	Patent No.	
Multi-vehicle Compatible Control System for Reading from a Data Bus and Associated Methods	09/583,257	5/31/00	6/29/04	6,756,885	
Remote Start System Including an Engine Speed Data Bus Reader and Related Methods	10/337,100	1/6/03	6/29/04	6,756,886	
Vehicle Alert System for Vehicle Having a Data Bus and Associated Methods	09/490,192	1/25/00	8/3/04	6,771,167	
Remote Start System for a Vehicle Having a Data Communications Bus and Related Methods	09/583,333	5/31/00	11/2/04	6,812,829	
Vehicle remote control system having keyless entry and piggyback control features and associated methods	09/487,446	1/19/00	10/2/01	6,297,731	

CONFIDENTIAL-ATTORNEYS' EYES ONLY

ATTORNEYS EYES ONLY

OMEGA-00082
OMEGA_CAL000211

OMEGA - FOREIGN DATA BUS PATENTS & PATENT APPLICATIONS					CONFIDENTIAL
Description	Serial No.	Filing Date	Issued	Patent No.	
Vehicle Security System for a Vehicle Having a Data Communications Bus and Related Methods	Canada 2,320,248	8/13/00	12/2/03	2,320,248	
Multi-vehicle Compatible Control System Generating Command Signals on a Data Bus and Associated Methods	Canada 2,414,991	12/20/02			
Vehicle Data Communications Bus Disrupter and Associated Methods	Canada 2,415,011	12/20/02			
Remote Control System for a Vehicle Having a Data Communications Bus and Related Method	Canada 2,415,023	12/20/02	7/13/04	2,415,023	
Multi-vehicle Compatible Control System for Reading from a Data Bus and Associated Methods	Canada 2,415,027	12/20/02			
Remote Vehicle Function Control System Using Data Bus Adaptor Cartridge and Associated Methods	Canada 2,415,034	12/20/02			
Remote Start System for a Vehicle Having a Data Communications Bus and Related Methods	Canada 2,415,038	12/20/02			
Vehicle Alert System for Vehicle Having a Data Bus and Associated Methods	Canada 2,415,041	12/20/02			
Remote Start System Including an Engine Speed Data Bus Reader and Related Methods	Canada 2,426,670	5/13/03			

CONFIDENTIAL-ATTORNEYS' EYES ONLY

ATTORNEYS EYES ONLY

OMEGA-00083
OMEGA_CAL000212

OMEGA - FOREIGN DATA BUS PATENTS & PATENT APPLICATIONS					CONFIDENTIAL
Description	Serial No.	Filing Date	Issued	Patent No.	
Vehicle Security System Including Pre-warning Features for a Vehicle Having a Data Communications Bus and Related Methods	Canada 2,451,487	12/23/03			
Vehicle Security System Including Pre-warning Features for a Vehicle Having a Data Communications Bus and Related Methods	EP 03029724.6	12/23/03			
Vehicle Security System for a Vehicle Having a Data Communications Bus and Related Methods	EP 98906445.6 <u>Validated in:</u> Germany, France, U.K. and Italy	2/13/98	11/22/00	1053128	
Vehicle Security Device Having Pre-warn Features and Related Methods	Canada 2,452,296	12/23/03			
Vehicle Security Device Including Pre-warn Indicator and Related Methods	EP 03029592.7	12/23/03			
Vehicle Security Device Having Pre-warn Features and Related Methods	EP 03029593.5	12/23/03			
Vehicle Security Device Having Pre-warn Features and Related Methods	Canada 2,451,490	12/23/03			

CONFIDENTIAL-ATTORNEYS' EYES ONLY

ATTORNEYS EYES ONLY

OMEGA-00084
OMEGA_CAL000213

CONFIDENTIAL-ATTORNEYS' EYES ONLY

ATTORNEYS EYES ONLY

**OMEGA-00085
OMEGA_CAL000214**

**SCHEDULE B2
TO LICENSE AGREEMENT
BETWEEN OMEGA PATENTS LLC AND OMEGA R & D, INC.**

OMEGA - U.S. NON-DATA BUS PATENT APPLICATIONS					CONFIDENTIAL	
Description	Serial No.	Filing Date	Issued	Patent No.		
Garage Door System Having Remote Transmitter Verification	09/993,930	11/16/01				
Plurality of Different Transponder Emulations	10/452,843	6/2/03				
Magnetic Treatment Device for Fluids	29/202,385	3/30/04				
Magnetic Treatment Device for Fluids	29/217,257	11/15/04				
Apparatus for Magnetic Treatment of a Liquid and Associated Methods ("Shooter Buddy Strap")	11/012,361	12/15/04				
Siren Voice Coil used as shock detector and pre-warn	09/650,425	8-29-00				
Door access control system and associated methods	10/153,101	5-22-02				
Vehicle tracker cooperating with a starter interrupt and related methods	09/859,973	5-17-01				
Vehicle tracker including input/output features and related methods	10/383,496	3-17-03				
Method and system of providing a customer-selected remote control feature package in a vehicle	10/085,403	2-28-02				

CONFIDENTIAL-ATTORNEYS' EYES ONLY

ATTORNEYS EYES ONLY

OMEGA-00086
OMEGA_CAL000215

OMEGA - U.S. NON-DATA BUS PATENT APPLICATIONS					CONFIDENTIAL	
Description	Serial No.	Filing Date	Issued	Patent No.		
Beverage flavor enhancing device and associated methods	10/164,750	6-6-02				
Vehicle remote control system with selectable outputs and associated methods	10/171,359	6-13-02				
Vehicle remote control system for multiple or single vehicle operation and associated methods	10/188,440	7-2-02				
Vehicle control system with selectable vehicle style image and associated methods	10/236,369	9-6-02				
Shooter Buddy design patent	29/202,897	3-29-04				
Universal vehicle remote control with feature selectable transmitter and associated methods	10/336,079	1-3-03				
Device for magnetically treating materials and associated methods	10/368,704	6-6-02				

CONFIDENTIAL-ATTORNEYS' EYES ONLY

ATTORNEYS EYES ONLY

OMEGA-00087
OMEGA_CAL000216

OMEGA – U.S. NON-DATA BUS PATENTS					Confidential
Description	Serial No.	Filing Date	Issued	Patent No.	
Vehicle Security System Having Enhanced False Alarm Compensation	08/422,519	4/14/95	3/18/97	5,612,669	
Vehicle Engine Start Control Apparatus Including Interface Device Facilitating Installation and Related Method	08/551,224	10/31/95	3/18/97	5,612,578	
Vehicle Security System Having Enhanced Remote Transmitter Security	08/423,570	4/14/95	8/5/97	5,654,688	
Handheld Radio Transmitter (3 Button)	29/049,633	1/11/96	8/19/97	D382,558	
Vehicle Security System Having Enhanced Door Locking Features	08/422,516	4/14/95	9/2/97	5,663,704	
Handheld Radio Transmitter (2 Button)	29/048,674	1/11/96	11/4/97	D385,878	
Vehicle Security System Having Enhanced Control Features	08/422,517	4/14/95	3/17/98	5,729,191	
Method and Apparatus for Remotely Alerting a Vehicle User of a Security Breach	08/681,581	7/29/96	4/14/98	5,739,748	
Vehicle Security System Including a Remote Unit That Emulates Security System Condition Local Indications and Related Methods	08/582,759	1/4/96	4/14/98	5,739,747	
Vehicle Window Mount Speaker Enclosure	08/677,240	7/9/96	5/12/98	5,750,942	
Vehicle Security System Having Enhanced Remote Transmitter Security	08/681,785	7/29/96	10/6/98	5,818,329	
Remote Transmitter	29/078,487	10/27/97	2/23/99	D406,107	
Vehicle Security System Including a Remote Unit That Emulates Security System Condition Local Indications and Related Methods	09/059,104	4/13/98	10/26/99	5,973,592	

CONFIDENTIAL-ATTORNEYS' EYES ONLY

ATTORNEYS EYES ONLY

OMEGA-00088
OMEGA_CAL000217

OMEGA – U.S. NON-DATA BUS PATENTS					Confidential
Description	Serial No.	Filing Date	Issued	Patent No.	
Vehicle Security System	09/165,997	10/2/98	11/9/99	5,982,277	
Building Security System Having Remote Transmitter Code Verification and Code Reset Features	09/034,696	3/4/98	11/16/99	5,986,571	
Vehicle Security System Including Control Switch Mounted to Window Antenna Unit and Associated Methods	09/035,546	3/5/98	3/14/00	6,037,859	
Vehicle Remote Control System with less Intrusive Audible Signals and Associated Methods	09/366,519	8/3/99	4/11/00	6,049,268	
Vehicle Security System Having Transmitter Verification and Pseudorandom Coding Features and Related Methods	09/374,947	8/16/99	10/10/00	6,130,606	
Vehicle Security System with Multi-sound Pattern Alarm and Associated Methods	09/374,178	8/13/99	10/10/00	6,130,605	
Remote Control System for a Vehicle and Having Remote Transmitter Verification	08/622,515	3/25/96	10/31/00	6,140,938	
Biometric Characteristic Vehicle Control System Having Verification and Reset Features	09/034,702	3/4/98	10/31/00	6,140,939	
Remote Control System Suitable for a Vehicle and Having Remote Transmitter Verification and Code Reset Features	09/034,768	3/4/98	11/7/00	6,144,315	
Vehicle Security System Including Indicator Mounted to Window Antenna Unit and Related Methods	09/035,466	3/5/98	11/21/00	6,150,926	

CONFIDENTIAL-ATTORNEYS' EYES ONLY

ATTORNEYS EYES ONLY

OMEGA-00089
OMEGA_CAL000218

OMEGA – U.S. NON-DATA BUS PATENTS					Confidential
Description	Serial No.	Filing Date	Issued	Patent No.	
Vehicle Security System Having Enhanced Valet Features and Related Methods	09/545,264	4/7/00	2/6/01	6,184,780	
Vehicle Control System Including Token Verification and Code Reset Features	09/034,964	3/4/98	2/13/01	6,188,326	
Vehicle Security System Having Enhanced Remote Transmitter Security	09/353,498	7/15/99	11/20/01	6,320,514	
Vehicle Security System with Silent Arming And/or Disarming and Associated Methods	09/667,290	9/22/00	11/20/01	6,320,498	
Vehicle Security System Including Indicator Mounted to Window Antenna Unit and Related Methods	09/714,028	11/15/00	2/12/02	6,346,877	
Vehicle Security System Having Transmitter Learning and Feature Programming Based on a Single-digit User Code and Related Methods	09/707,375	11/7/00	4/2/02	6,366,198	
Remote Transmitter - (3 Buttons)	29/147,150	8/23/01	6/25/02	D459,314	
Remote Transmitter - (4 Buttons)	29/147,151	8/23/01	6/25/02	D459,263	
Vehicle Control System Including Transponder Jammer and Related Methods	09/392,805	9/9/99	8/6/02	6,429,768	
Vehicle Security System Siren and Associated Methods	09/650,966	8/29/00	8/13/02	6,433,677	

CONFIDENTIAL-ATTORNEYS' EYES ONLY

ATTORNEYS EYES ONLY

OMEGA-00090
OMEGA_CAL000219

OMEGA – U.S. NON-DATA BUS PATENTS					Confidential
Description	Serial No.	Filing Date	Issued	Patent No.	
Vehicle Control System Including Token Verification and Code Reset Features for Electrically Connected Token	09/553,536	4/20/00	11/12/02	6,480,117	
Remote Vehicle Control System Including Common Carrier Paging Receiver and Related Methods	09/039,204	3/13/98	11/12/02	6,480,098	
Vehicle Control System Including Multi-digit Control Switch and Associated Methods	09/430,149	10/29/99	11/12/02	6,480,095	
Electrical Signal Cable Assembly Including Transparent Insulating Layers and Associated Methods	09/811,022	3/16/01	12/24/02	6,498,300	
Vehicle Tracker with User Registration Reminder and Related Methods	09/859,971	5/17/01	1/14/03	6,507,786	
Vehicle Tracker with User Notifications and Associated Methods	09/859,733	5/17/01	1/21/03	6,509,868	
Vehicle Tracker Including Stationary Time Determination and Associated Methods	09/859,727	5/17/01	1/28/03	6,512,465	
Vehicle Tracker with Power Saving Features and Related Methods	09/859,728	5/17/01	1/28/03	6,512,466	
Vehicle Tracker Conserving Codes and Related Methods	09/859,673	5/17/01	2/18/03	6,522,267	
Remote Transmitter	29/166,619	8/30/02	6/3/03	D475,353	
Vehicle Remote Control and Voice Message Recording Device for Use with Vehicle Remote Control System and Related Methods	09/366,848	8/4/99	7/1/03	6,587,052	
Vehicle Tracker Including Input/output Features and Related Methods	09/859,972	5/17/01	8/12/03	6,606,561	

CONFIDENTIAL-ATTORNEYS' EYES ONLY

ATTORNEYS EYES ONLY

OMEGA-00091
OMEGA_CAL000220

OMEGA – U.S. NON-DATA BUS PATENTS					Confidential
Description	Serial No.	Filing Date	Issued	Patent No.	
Vehicle Control System with Piggyback Controller and Associated Methods	10/094,557	03/08/02	9/30/03	6,628,196	
Seat Vibration and Lumbar Support Assembly for Vehicles	09/956,473	9/19/01	1/13/04	6,676,615	
Vehicle Tracker with Theft Prevention Features	10/105,667	3/25/02	2/17/04	6,693,563	
Vehicle Light Assembly for Use with a Remote Keyless Entry or Security System	09/896,326	6/29/01	2/24/04	6,696,938	
Vehicle Tracker Including Self Diagnostics	10/105,513	3/25/02	3/9/04	6,703,946	
Back-up Sensor with Audible Alert in a License Plate Holder	10/117,540	4/4/02	4/13/04	6,720,868	
Apparatus and Method for Storing Vehicle Key Tokens	10/218,790	8/14/02	5/18/04	6,737,961	
Vehicle Tracking Unit Providing Theft Alert Notifications and Related Methods	10/105,676	3/25/02	5/18/04	6,737,989	
Vehicle Tracker Including Vehicle Alarm Alert and Related Methods	10/105,487	3/25/02	5/25/04	6,741,187	
Vehicle Tracker Including Reverse (Or Flip-flop) Output Features and Related Methods	10/105,702	3/25/02	6/1/04	6,744,384	
Vehicle Remote Control System with Auditable Confirmation from Bulb Flash	10/165,033	06/07/02	6/22/04	6,753,763	
Vehicle Tracker Including GPS Reduced Frequency and G.O. Fence and Related Methods	10/105,845	3/25/02	7/20/04	6,765,499	
Vehicle Tracker Including Missed Call Alert and Related Methods	10/105,860	3/25/02	7/20/04	6,765,500	

CONFIDENTIAL-ATTORNEYS' EYES ONLY

ATTORNEYS EYES ONLY

OMEGA-00092
OMEGA_CAL000221

OMEGA – U.S. NON-DATA BUS PATENTS					Confidential
Description	Serial No.	Filing Date	Issued	Patent No.	
Vehicle Tracker Including Unauthorized Transmitter Alert and Related Methods	10/105,825	3/25/02	8/3/04	6,771,188	
Vehicle Tracker Including Overriding Arm/disarm and Related Methods	10/105,751	3/25/02	8/31/04	6,784,809	
Vehicle Tracker Including Deviation in Direction Methods	10/105,778	3/25/02	9/28/04	6,798,356	
Vehicle Tracker Including Bypass Sensor Monitoring and Related Methods	10/105,654	3/25/02	9/28/04	6,798,355	
Vehicle Remote Control System with Single Wire Resistor Door Locks	10/260,320	9/30/02	9/28/04	6,798,339	
Programmer for Vehicle Security Systems and Related Methods	09/034,963	3/4/98	10/5/04	6,801,119	
Vehicle Tracker with User Registration Reminder and Related Methods	10/244,361	9/16/02	10/12/04	6,804,605	
Vehicle Tracker with Chipping Features and Related Methods	10/105,852	3/25/02	10/12/04	6,803,861	
Vehicle Tracker with Test Features and Related Methods	09/859,729	5/17/01	10/26/04	6,809,659	
Vehicle Tracker Including Vehicle Find Alert and Related Methods	10/105,892	3/25/02	11/9/04	6,816,089	
Vehicle Tracker Including Monitoring Vehicle Battery and Related Methods	10/105,858	3/25/02	11/16/04	6,819,269	
Remote Control System Suitable for a Vehicle and Having Automatic Erase Dealer Transmitter Codes	10/128,135	4/23/02	12/7/04	6,828,694	

CONFIDENTIAL-ATTORNEYS' EYES ONLY

ATTORNEYS EYES ONLY

OMEGA-00093
OMEGA_CAL000222

OMEGA – U.S. NON-DATA BUS PATENTS					Confidential
Description	Serial No.	Filing Date	Issued	Patent No.	
Vehicle Remote Control and Air Treatment System and Associated Methods	10/294,187	11/14/02	12/7/04	6,827,642	
Magnetic Treatment Device for Fluids [With Adjustable Posts]	29/202,333	3/30/04	12/21/04	D500,118	
Vehicle Tracker Including Upgrade Adapter Device and Related Methods	10/105,980	3/25/02	1/18/05	6,844,827	
Vehicle Remote Control System Directly Operable by Cellular Telephone and Related Methods	09/934,997	8/22/01	3/29/05	6,873,824	
Back-up Warning System for a Vehicle	09/870,846	5/31/01	4/12/05	6,879,248	

CONFIDENTIAL-ATTORNEYS' EYES ONLY

ATTORNEYS EYES ONLY

OMEGA-00094
OMEGA_CAL000223

OMEGA – FOREIGN NON-DATA BUS PATENTS AND APPLICATIONS					CONFIDENTIAL	
Description	Serial No.	Filing Date	Issued	Patent No.		
Remote Control System Suitable for a Vehicle and Having Remote Transmitter Verification	Australia 54471/96	10/14/97	5/6/99	701285		
Remote Control System Suitable for a Vehicle and Having Remote Transmitter Verification	Brazil PI9604820-4	4/8/96				
Remote Control System Suitable for a Vehicle and Having Remote Transmitter Verification	Canada 2,218,101	4/8/96	3/26/02	2,218,101		
Vehicle Control System with Piggyback Controller and Associated Methods	Canada 2,420,947	3/6/03	8/31/04	2,420,947		
Plurality of Different Transponder Emulations	Canada 2,454,089	1/27/04				
System and Methods for Magnetically Treating Lotion	EP 03724500.8	5/8/03				
Remote Control System Suitable for a Vehicle and Having Remote Transmitter Verification	EP 96911654.0 Validated in: Germany, France, U.K. and Italy	4/8/96	1/14/98	0817734		
Remote Control System Suitable for a Vehicle and Having Remote Transmitter Verification	Eurasia 000298	10/14/97	4/29/99	000298		
Remote Control System Suitable for a Vehicle and Having Remote Transmitter Verification	Japan 531,107/96	4/8/96	3-22-02	3290440		

CONFIDENTIAL-ATTORNEYS' EYES ONLY

ATTORNEYS EYES ONLY

OMEGA-00095
OMEGA_CAL000224

OMEGA – FOREIGN NON-DATA BUS PATENTS AND APPLICATIONS					CONFIDENTIAL	
Description	Serial No.	Filing Date	Issued	Patent No.		
Remote Control System Suitable for a Vehicle and Having Remote Transmitter Verification	Korea 1997-707275	10/14/97	4-16-04	429293		
Remote Control System Suitable for a Vehicle and Having Remote Transmitter Verification	Mexico 977908	10/14/97	12-18-03	218300		

CONFIDENTIAL-ATTORNEYS' EYES ONLY

ATTORNEYS EYES ONLY

OMEGA-00096
OMEGA_CAL000225

**SCHEDULE B1
TO LICENSE AGREEMENT
BETWEEN
OMEGA PATENTS LLC AND OMEGA R & D, INC.**

1. Minimum Royalty

The minimum royalty per unit is FIVE dollars (U.S. \$5.00). Downloading of data bus codes is only allowed by a manufacturer and not a dealer or consumer. It is understood that other devices in the same vehicle may respond to certain codes below, therefore, no additional fee is charged for functions operated in response to the code operating these devices.

2. Royalty Calculation

A base FIVE dollar (U.S. \$5.00) royalty is due for the first feature set selected from the feature set list provided below. To this is added ONE-HALF DOLLAR (U.S. \$0.50) for the second additional feature set selected. And ONE-QUARTER DOLLAR (U.S. \$0.25) is added for each additional feature set thereafter.

A representative feature set data bus code function list (to read and/or write data bus codes) is:

- a. Lock doors, unlock all doors, unlock driver door, arm alarm, disarm alarm, trunk release, power sliding doors open or close, audible/visual confirmation (parking lights and horn), and/or driver memory settings (seats, mirrors, radio)
- b. Windows roll up and/down, and or total closure (windows and sun roof)
- c. Immobilizer bypass using data bus code
- d. Heated mirror, heated seats, and/or defrost front and rear windows
- e. Starter enable and/or starter disable
- f. Data to Tach
- g. Ignition 1, ignition 2, and/or ignition 3
- h. Accessory 1, accessory 2, and/or accessory 3
- i. Cranking the starter and/or cranking starter 2
- j. Open door trigger output
- k. Programming, valet and/or override
- l. Activating movement of the vehicle via the body suspension system using data bus codes and based upon security system activation
- m. Arm/disarm a security system, activate a vehicle starting system or arm/disarm a shock sensor, based upon signals generated on the vehicle data bus by a remote keyless entry transmitter
- n. Transmitting an alert wirelessly to the user, such as to a pager, based upon signals on the vehicle data communications bus.

3. Royalty for Data Bus Module for Solely Data To Tach Operation

A royalty for each data bus module having the sole feature of Data to Tach is ONE DOLLAR (\$1.00).

4. Royalty for Data Bus Codes to Remote Start Vehicle:

A royalty for each data bus module or system using one or more data bus codes to remote start the vehicle is FIVE DOLLARS (\$5.00) and this includes without additional charge any of the features from Section 2. above concurrently used for or with remote starting. If any feature from Section 2.b. to 2.n. above is also used for other than remote starting or used at a time other than concurrently with remote starting, then an additional royalty of ONE-HALF DOLLAR (U.S. \$0.50) is due for the first such feature, and an additional royalty of ONE-QUARTER DOLLAR (U.S. \$0.25) is due for the second and any subsequent feature. If any feature from Section 2.a. is also used for other than remote starting or used at a time other than concurrently with remote starting, an additional royalty of FIVE DOLLARS (\$5.00) is due.

**SCHEDULE B2
TO LICENSE AGREEMENT
BETWEEN
OMEGA PATENTS LLC AND OMEGA R & D, INC.**

1. Base Royalty

The royalty per unit is ONE dollar (U.S. \$1.00) for Licensed Products containing a receiver and including at least one patented feature, except as noted below.

If a siren with features from U.S. Patent No. 6,130,605 is included with such then just the \$1.00 royalty applies to the entire system.

2. First Alternate Royalty

The royalty per unit is ONE-HALF dollar (U.S. \$0.50) for:

- (i) Transponder jamming device pertaining to U.S. Patent No. 6,429,768;
- (ii) Remote activated seat message pertaining to U.S. Patent No. 6,676,615;
- (iii) Adjustable resistor door lock module pertaining to U.S. Patent No. 6,798,339;
- (iv) Strobe Light pertaining to U.S. Patent No. 6,696,938;
- (v) Audio or video wire pertaining to U.S. Patent No. 6,498,300;
- (vi) A siren pertaining to U.S. Patent Nos. 6,130,605; 6,433,677; and/or 6,753,763;
- (vii) Back-up warning license plate holder pertaining to U.S. Patent No. 6,720,868;
- (viii) Programmer box with dip switched pertaining to U.S. Patent No. 6,801,119; and
- (ix) Door lock select features pertaining to U.S. Patent No. 6,628,196.

3. Second Alternate Royalty

The royalty per unit is TEN dollars (U.S. \$10.00) for:

- (i) Car dealer lock box pertaining to U.S. Patent No. 6,737,961.

18. **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.

19. **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: [Signature]
Title: Pres
Date: 1-3-05

OMEGA RESEARCH AND
DEVELOPMENT, INC.

By: [Signature]
Title: Pres
Date: 1-3-05

[Handwritten initials]