

**CONFIDENTIAL SETTLEMENT AGREEMENT
BETWEEN OMEGA PATENTS AND ENFORA**

THIS SETTLEMENT AGREEMENT (the "Agreement") is entered into as of the Effective Date (as defined below) by and between OMEGA PATENTS LLC, a limited liability corporation of Georgia, with offices at 5326 Presley Place, Douglasville, GA 30135 ("Omega" or "LICENSOR"), and Enfora Inc., a corporation of Delaware with offices at 251 Renner Pkwy, Richardson, Texas 75080 ("Enfora" or "LICENSEE") (collectively, the "Parties").

1. DEFINITIONS

A. The "Miami Action" shall mean Civil Action No. 1:11-cv-24201-KMM, filed in the United States District Court for the Southern District of Florida.

B. The "Miami Patents-in-Suit" shall mean U.S. Patent Nos. 6,512,465, 6,737,989, 6,765,499, 6,972,667 and 7,305,293.

C. The "Georgia Action" shall mean Civil Action No. 1:13-cv-00646-TWT filed in the United States District Court for the Northern District of Georgia.

D. The "Georgia Patents-in-Suit" shall mean U.S. Patent Nos. 6,346,876; 7,671,727; 8,032,278; and 8,362,886.

E. "Affiliate" means, as to a particular Person, any other Person that is or becomes Controlled by, Controlling, or under common Control with such particular Person.

F. "Claims" means all past, present, or future claims, counterclaims, third-party claims, contribution claims, indemnity claims, demands, actions, causes of action, and all other claims of every other kind and nature in law or equity, whether arising under state, federal, international or other law, whether such claims are absolute or contingent, direct or indirect, known or unknown.

G. "Control" (including "Controlled By" and "Controlling") means the power to direct or cause the direction of the management and policies of such Person, through at least fifty percent (50%) ownership of voting securities, through contract, or otherwise.

H. "Effective Date" means the earliest date upon which all Parties have signed both this Agreement or identical counterparts thereof, as well as the License Agreement attached hereto as Exhibit I.

I. "Person" means any individual or firm, association, organization, joint venture, trust, partnership, corporation, company or other collective organization or entity.



2. **LICENSE AGREEMENT**

The Parties shall execute the License Agreement attached hereto as Exhibit 1.

3. **STANDSTILL AGREEMENT**

A. Within twenty-five (25) days of the Effective Date of this Agreement, the Parties shall file a joint dismissal of the Georgia Action without prejudice. For the thirty (30) months immediately following the Effective Date of this Agreement (the "Standstill Term"), Omega and/or its Affiliates shall not file or refile any action against Enfora or its Affiliates, or against any third party based on any product made, sold, or supplied to that third party by Enfora or its Affiliates..

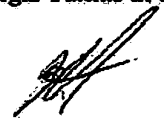
B. In the event, after the Standstill Term, Omega asserts claims against Enfora for the Georgia Patents-in-Suit, Enfora or its successor or Affiliate shall be prohibited from asserting any defense of laches, estoppel or otherwise claim any prejudice solely as a result of the Standstill Term. The Parties agree that the damages alleged in the Georgia Action will accrue during the Standstill Term. The Parties agree that if Omega files an action involving any of the Georgia Patents-in-Suit after the expiration of the Standstill Term, Enfora will not assert 35 U.S.C. §236 or any other legal or equitable theory to challenge or limit the damages of the action solely or in part as a result of the Standstill Term. Any purchaser or successor in interest of Enfora shall be bound by this Agreement.

C. Costs and Fees. The Parties agree that each Party shall bear its own costs and attorneys' fees incurred in connection with the Miami and Georgia Actions through the end of the Standstill Term. Either Party may seek costs and/or fees in any subsequent action.

D. Notwithstanding any other provision herein, the Parties expressly reserve any claims, causes of action or defenses that have been raised or could be raised in the Georgia Action or under any patents not expressly licensed or subject to a covenant by this Settlement Agreement.

4. **RELEASE AND COVENANT NOT TO SUE**

A. Omega releases Enfora and its Affiliates and customers from all claims, demands, and rights of action which Omega may have on account of any infringement or alleged infringement of the Miami Patents by the manufacture, use, lease, marketing, sale, offer for sale, importation into the United States, or other disposition of Enfora's products. Omega and its Affiliates covenant not to sue Enfora, its Affiliates, or its customers for patent infringement of any Patents except the Georgia Patents-in-Suit based on Enfora's existing products.



4. CONFIDENTIALITY

A. Neither Party shall disclose any term of this Agreement to any third party without the prior written consent of the other Party. Notwithstanding the foregoing, any Party may disclose information concerning this Agreement as required by internal accounting rules, orders, regulations, subpoenas or directives of a court, government or governmental agency. Either Party shall give the other Party notice if any third party is seeking details of this agreement through legal process.

B. If either Party breaches any of its obligations with respect to confidentiality hereunder, the other Party shall be entitled to equitable relief to protect its interest therein, including but not limited to injunctive relief, as well as money damages.

C. Neither Omega nor Enfora will make public statements, press releases or other announcements relating to the terms of or existence of this Agreement without the prior written approval of the other Party.

5. MIAMI LITIGATION

Within five (5) business days of the receipt of settlement proceeds set forth in this Agreement, the Parties shall jointly move to dismiss all claims against all parties in the Miami Action, with prejudice, with each Party to bear its own costs and fees.

6. COMPENSATION

In consideration of the obligations herein, Enfora agrees to pay to Omega a non-refundable, one-time fee in the aggregate amount of \$195,000 ("Settlement Fee"). The Settlement Fee is due and payable within fifteen (15) business days of the Effective Date. Upon full and timely payment of the Settlement Fee, the rights, releases, covenants and licenses granted by Omega herein shall become effective.

7. NOTICE

Any notice required to be given under this Agreement shall be in writing and delivered personally or mailed by certified, registered, or express mail, return receipt requested or by Federal Express to:

Omega Patents, LLC Attention: Mr. Ken Flick 5326 Presley Place Douglasville, GA 30135	With a copy to: Brian R. Gilchrist, Esq. Ryan T. Santurri, Esq. Allen, Dyer, Doppelt, Milbrath & Gilchrist, P.A. 255 South Orange Avenue, Suite 1401 Post Office Box 3791 Orlando, Florida 32802-3791
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Enfora, Inc. Attention: Catherine Ratcliffe Senior VP and General Counsel 9645 Scranton Road, Suite 205 San Diego, California 92121	With a copy to: Eric C. Rusnak, Esq. K&L Gates LLP 1601 K Street, NW Washington, DC 20006
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8. **JURISDICTION/DISPUTES**

This Agreement shall be governed in accordance with the laws of the State of Georgia and the United States. All disputes under this Agreement shall be resolved by litigation in the courts of the State of Georgia or Texas, 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.

9. **ASSIGNABILITY**

Except as provided otherwise herein, this Agreement is binding upon, inures to the benefit of, and is enforceable by the Parties and their successors and assigns. No Party may assign, delegate, sell, transfer or otherwise dispose of, any or all of its rights or obligations under this Agreement to any other person, business or entity, except as part of a corporate reorganization or restructuring or as part of the sale or transfer of all or substantially all of the Party's business or assets. Any Party seeking to transfer rights shall provide notice to the other Party.

10. **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.

11. **SEVERABILITY**

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

12. **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.

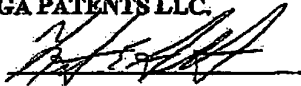


13. COUNTERPARTS

This Agreement may be signed in counterparts, each of which shall be deemed an original hereof, but all of which together shall constitute one and the same instrument. Delivery of signatures by means of facsimile or electronic mail shall be as effective as original signatures.

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.

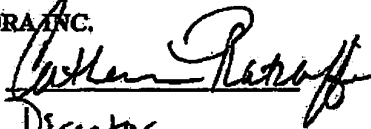
OMEGA PATENTS LLC.

By: 

Title: PRES

Date: MAY 31, 2013

ENFORA INC.

By: 

Title: Director

Date: May 29, 2013

EXHIBIT I

**GPS PATENT LICENSE AGREEMENT
BETWEEN OMEGA PATENTS AND ENFORA**

THIS PATENT LICENSE AGREEMENT (the "License Agreement") is made as of this 17th day of April, 2013, by and between OMEGA PATENTS LLC, a limited liability corporation of Georgia, with offices at 5326 Presley Place, Douglasville, GA 30135 ("Omega" or "Licensor"), and Enfora Inc., a corporation of Delaware, with offices at 251 Renner Pkwy, Richardson, Texas 75080 ("Enfora" or "Licensee") (Licensor and Licensee are referred to collectively as the "Parties").

1. DEFINITIONS

A. The "Licensed Patents" shall mean U.S. Patent Nos. 6,512,465, 6,737,989, 6,765,499, 6,972,667 and 7,305,293.

B. "Affiliate" means, as to a particular Person, any other Person that is or becomes Controlled by, Controlling, or under common Control with such particular Person.

C. "Control" (including "Controlled By" and "Controlling") means the power to direct or cause the direction of the management and policies of such Person, through at least fifty percent (50%) ownership of voting securities, through contract, or otherwise.

D. The "Miami Action" shall mean the case brought by Omega against Enfora in the United States District Court for the Southern District of Florida, Civil Action No. 1:11-cv-24201-KMM.

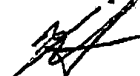
E. "Person" means any individual or firm, association, organization, joint venture, trust, partnership, corporation, company or other collective organization or entity.

2. LICENSE/ COVENANT

A. Licensor hereby grants to Enfora and its Affiliates, upon and subject to all the terms and conditions of this Agreement and the accompanying Confidential Settlement Agreement, a worldwide nonexclusive license under the Licensed Patents

B. 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 Licensed Patents and to license others to make, use, and sell systems and methods under the Licensed Patents.

C. Licensee may not grant sublicenses under this agreement without prior express written consent of Licensor.



D Nothing herein shall limit or affect Licensor's claims reserved in Paragraph 3 of the Confidential Settlement Agreement between the Parties.

3. **TERM**

This Agreement shall be effective as of the date of execution by the Parties and shall extend through the last to expire patent of the Licensed Patents.

4. **WARRANTIES AND OBLIGATIONS**

A. Licensor represents and warrants that it is the owner of the entire right, title, and interest in and to the Licensed 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.

5. **CONFIDENTIALITY**

A. Neither Party shall disclose any term of this Agreement to any third party without the prior written consent of the other Party. Notwithstanding the foregoing, any Party may disclose information concerning this Agreement as required by internal accounting rules, orders, regulations, subpoenas or directives of a court, government or governmental agency. Either Party shall give the other Party notice if any third party is seeking details of this agreement through legal process.

B. If either Party breaches any of its obligations with respect to confidentiality hereunder, the other Party shall be entitled to equitable relief to protect its interest therein, including but not limited to injunctive relief, as well as money damages.

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Enfora, Inc. Attention: Catherine Ratcliffe Senior VP and General Counsel 9645 Scranton Road, Suite 205 San Diego, California 92121	With a copy to: Eric C. Rusnak K&L Gates LLP 1601 K Street, NW Washington, DC 20006

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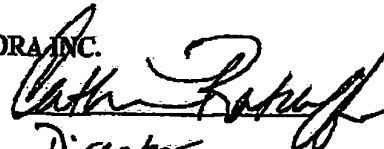
OMEGA PATENTS LLC.

By: 

Title: CEO

Date: MAY 29, 2013

ENFORA INC.

By: 

Title: Director

Date: May 29, 2013