

MASTER AND CROSS-LICENSE AGREEMENT

THIS MASTER AND CROSS-LICENSE AGREEMENT (the "Agreement") is by and between Omega Patents, L.L.C. ("Omega"), a Georgia corporation; Omega Research and Development, Inc. ("Omega R&D"), also a Georgia Corporation; and Directed Electronics, Inc., ("DEI") a Florida corporation, to become effective on the date of the last signature below (the "Effective Date"). Omega, Omega R&D and DEI are individually referred to as "Party" and collectively referred to as the "Parties."

Recitals

A. Omega R&D and DEI have previously entered into the 1999 Settlement Agreement, Mutual Release and Crosslicense.

B. In November, 2005, Omega filed an Amended Complaint (and jury demand) in the United States District Court for the Middle District of Florida Orlando Division ("Court") captioned *Omega Patents, L.L.C. v. Fortin Auto Radio, Inc. and Directed Electronics, Inc.*, Civil Action No. 6:05-CV-1113-ORL-22DAB (the "Civil Action").

C. On April 4, 2007 the Court entered a Final Judgment in the Civil Action.

D. The Parties wish to resolve all matters between them, including, without limitation, the Civil Action and the Final Judgment on the following terms, covenants and conditions.

Terms, Covenants and Conditions

In consideration of the terms, recitals, covenants, and conditions contained in this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Payment. DEI agrees to pay to Omega an amount equal to \$5,000,000 under the following payment schedule:

\$2,000,000	Within two business days of the Effective Date
\$1,000,000	On or before June 1, 2007
\$1,000,000	On or before July 2, 2007
\$1,000,000	On or before August 1, 2007

All payments will be in the form of an electronic transfer to the Allen, Dyer et al. trust fund.

2. Cross-Licenses.

2.1 Except as to the royalty bearing licenses for databus patents and tracker patents of Omega as described below in paragraphs 4 and 5, Omega grants to

DEI, a non-exclusive, worldwide, royalty-free, irrevocable license, without the right to sublicense, to make, have made, use, offer to sell and sell methods, products and processes under Omega's Cross-License Patent Portfolio, and DEI grants to each of Omega and Omega R&D, a non-exclusive, worldwide, royalty-free, irrevocable license, without the right to sublicense, to make, have made, use, offer to sell and sell methods, products and processes under DEI's Cross-license Patent Portfolio. The applicable marking statutes and requirements will apply to products covered under such cross-licenses.

2.2 A Party's "Cross-License Patent Portfolio" means all utility patents and patent applications (provisional and non-provisional) covering vehicle security and/or vehicle convenience features, whether domestic or foreign, owned by the Party as of the Effective Date, and all divisions, continuations and continuations-in-part, reissues, and reexaminations thereof. The Cross-License Patent Portfolio does not include design patents or design patent applications; and does not include new utility patent applications filed after the Effective Date, which are not divisions, continuations and continuations-in-part or otherwise relate back through priority to patents existing or applications filed as of the Effective Date. In the case of Omega, the Cross-License Patent Portfolio additionally does not include the databus and tracker patent portfolios. Schedules of Omega's Cross-License Patent Portfolio and DEI's Cross-License Patent Portfolio are attached as Exhibits A and B, respectively, and the Parties believe such lists to be accurate and warrant the ownership of the patents and patent applications defined hereunder. To the extent that a Party discovers that it has inadvertently left off any patent or patent application from its respective list of Exhibit A or B, such will be added thereto. Omega R&D does not own any patents or pending patent applications.

2.3 The term of the cross-license grants shall extend through the last to expire applicable patent.

2.4 The cross-license grants shall flow to the benefit of the Party, and any of the corporate affiliates and subsidiaries of that Party.

2.5 The respective cross-license granted above in paragraph 2.1 may be transferred to successors or assigns of the entire business of a Party subject to the prior written consent of the Party granting the cross-license, which consent shall not be unreasonably withheld.

2.5.1 If Audiovox, Inc., Autopage, Inc. or Compustar, Inc. or an affiliate or subsidiary of such company is to become a successor or assign of Omega or Omega R&D, the cross-license enjoyed by Omega or Omega R&D may convert to a royalty bearing license by DEI to such company for a royalty obligation of not more than \$2/unit. Omega or Omega R&D will notify DEI of an obligation on DEI's part to make an offer for such a royalty bearing license, but will not otherwise be responsible for further negotiation and/or execution of such a royalty bearing license. If no license is executed, then no conversion occurs.

2.5.2 If Audiovox, Inc., Autopage, Inc. or Compustar, Inc. or an affiliate or subsidiary of such company is to become a successor or assign of DEI, the cross-license enjoyed by DEI may convert to a royalty bearing license by Omega to such company for a royalty obligation of not more than \$2/unit. DEI will notify Omega of an obligation on Omega's part to make an offer for such a royalty bearing license, but will not otherwise be responsible for further negotiation and/or consummation of such a royalty bearing license. If no license is executed, then no conversion occurs.

2.6 Omega or Omega R&D may freely transfer any rights under paragraphs 9 and 16 of the 1999 Settlement Agreement without the prior written consent of DEI.

3. Covenants Not to Sue.

3.1 General. Each Party, hereby for itself, and for any of the corporate affiliates and subsidiaries of that Party, and any of their directors, officers, employees, agents, successors and assigns, covenant not to sue the other Party, any of the affiliates and subsidiaries of the other Party, and any of their directors, officers, employees, agents, successors and assigns, under any cause of action for any sale of any product prior to the Effective Date. This covenant not to sue shall extend to all purchasers of such products in every step of the distribution chain, and to a Party's contract manufacturer if applicable. This covenant not to sue will transfer to successors and assigns of the Parties.

3.2 Sales/Inventory. The covenant not to sue, and no other portion of this Agreement, relieves DEI of its obligations under the Omega databus patent portfolio or the Omega tracker patent portfolio for royalties due thereunder for any products currently in its inventory and not yet sold as of the Effective Date. Specifically with respect to the databus patent portfolio, this covenant not to sue relieves DEI of any obligation to pay any further amounts for products identified in the Net Sales column of the attached from the DEI sales/inventory document dated May 1, 2007 (Exhibit C), but does not relieve DEI of royalties due for those products identified in the Inventory column of the document. DEI warrants the accuracy of its sales/inventory document. Products purchased by DEI from another of Omega's licensees are not subject to further royalties other than those already paid by the licensee.

3.3 Retroactive for Successors or Assigns. DEI further covenants not to sue any successor or assign of Omega or Omega R&D for any products sold by such successor or assign for all time prior to the date of when such succession or assignment may become effective only if the DEI cross-license is transferred pursuant to paragraph 2.5.

4. Databus Patent License. Omega grants to DEI a license to its databus patent portfolio under its standard aftermarket databus license agreement (an example of which is attached as Exhibit D) at a royalty rate of \$5.00 per unit and no periodic minimum royalty shall apply. The term of such license shall extend to the last of the applicable patents to expire. The license will transfer to successors or assigns of DEI.

subject to the prior written consent of Omega, which consent shall not be unreasonably withheld. A current listing of the databus patent portfolio is attached hereto as Exhibit E, and Omega believes that such listing represents the databus patents and applications of the current standard aftermarket databus license. At present there are pending databus applications of Omega not intended for the aftermarket (U.S. Published Patent Application Nos. 2006/0129282 and 2006/0129284), and, accordingly, these are not included in the aftermarket databus patent and patent application listing of Exhibit E. To the extent that Omega discovers that it has inadvertently left off any aftermarket databus patent or patent application from the list of Exhibit E, such will be added thereto. In addition to those patents and applications identified in Exhibit E, the databus patent portfolio shall include all divisions, continuations and continuations-in-part, reissues, and reexaminations thereof. The Omega databus patent portfolio may be updated from time-to-time for other Omega databus aftermarket supplier patent licensees, and if additional databus patents are so added, such additional databus patents will also be added to the license granted to DEI without the requirement of an additional royalty. Upon expiration of all of Omega's other databus patents and patent applications as currently listed in Exhibit E and as may be added to Exhibit E from time-to-time, DEI will not be obligated to pay a royalty for an applicable DEI product covered solely by an unexpired Omega databus patent or patent application obtained pursuant to paragraph 12 and for which only one or more DEI full-time employees, or full-time employees of a subsidiary or affiliate of DEI, are the sole inventor(s) ("Omega-owned/DEI inventor only databus patent"). Nevertheless, Omega retains full and complete ownership of any such Omega-owned/DEI inventor only databus patent and retains all other rights associated therewith.

5. Tracker Patent License. Omega grants to DEI a license to its tracker patent portfolio under its standard aftermarket tracker license agreement (an example of which is attached as Exhibit F) at a royalty rate of \$2.00 per unit and no periodic minimum royalty shall apply. This \$2.00 royalty rate shall be cumulative of the \$5.00 royalty rate specified above in paragraph 4 for those products covered by at least one patent of the Omega databus patent portfolio and also covered by at least one patent of the Omega tracker patent portfolio. The term of such license shall extend to the last of the applicable patents to expire. The license will transfer to successors or assigns of DEI subject to the prior written consent of Omega, which consent shall not be unreasonably withheld. A current listing of the tracker patent portfolio is attached hereto as Exhibit G, and Omega believes that such listing represents the tracker patents and applications of the current standard aftermarket tracker license. At present there are no pending tracker patents or patents applications of Omega not intended for the aftermarket. To the extent that Omega discovers that it has inadvertently left off any aftermarket tracker patent or patent application from the list of Exhibit G, such will be added thereto. In addition to those patents and applications currently identified in Exhibit G, the tracker patent portfolio shall include all divisions, continuations and continuations-in-part, reissues, and reexaminations thereof. The Omega tracker patent portfolio may be updated from time-to-time for other Omega tracker aftermarket supplier patent licensees, and if additional tracker patents are so added, such additional tracker patents will also be added to the license granted to DEI without the requirement of an additional royalty. Upon expiration of all of Omega's other tracker patents and patent applications as currently listed in



Exhibit G and as may be added to Exhibit G from time-to-time, DEI will not be obligated to pay a royalty for an applicable DEI product covered solely by an unexpired Omega tracker patent or patent application obtained pursuant to paragraph 12 and for which only one or more DEI full-time employees, or full-time employees of a subsidiary or affiliate of DEI, are the sole inventor(s) ("Omega-owned/DEI inventor only tracker patent"). Nevertheless, Omega retains full and complete ownership of any such Omega-owned/DEI inventor only tracker patent and retains all other rights associated therewith.

6. Complete Agreement. There are no agreements, representations, or warranties of any kind relating to the Civil Action except as expressly set forth in this Agreement. The Parties acknowledge, represent and warrant that, in executing this Agreement, (i) they have understood the Agreement, (ii) they have had a reasonable opportunity to consider the Agreement, and (iii) they have relied solely on their own judgment, belief and knowledge, and such advice as they may have received from their counsel, and, except for representations expressly set forth herein, they have not been influenced by any other representation or statement. Except for Paragraphs 9 and 16, which are incorporated herein by reference, this Agreement supersedes and extinguishes all rights, duties and obligations under the 1999 Settlement Agreement, Mutual Release and Crosslicense. To the extent that any term in this Agreement is found to disagree with or conflict with a corresponding term in the standard aftermarket databus license or the standard aftermarket tracker patent license, the term in this Agreement shall control.

7. DEI Application 2007/0016342. Within seven (7) days of the Effective Date, DEI agrees to file papers to cause the express abandonment of any U.S. and/or foreign patents or patent applications directed to the subject matter described in DEI Application 2007/0016342.

8. Vacate Final Judgment. In view of DEI's currently pending motions (Dkt. Nos. 292 and 293), the Parties believe that the Court enjoys jurisdiction to vacate the Final Judgment. Accordingly, within five days of the Effective Date, the Parties will electronically file with the Court a joint stipulation to vacate the Court's Final Judgment and dismiss, with prejudice, the Parties' claims. The Parties also agree to use their best efforts to request the Court to vacate all orders regarding invalidity. In the event that the Court determines that it lacks jurisdiction, or refuses to vacate its orders regarding those patent claims found invalid, including all of the claims of U.S. Patent No. 6,249,216, those claims will not be included in the databus patent portfolio licensed to DEI. Omega may choose to pursue an appeal of those invalid claims, and if the validity of all of the claims is restored on appeal and/or upon remand to the Court, DEI has an option to obtain a fully paid up license for all such restored claims for \$5,000.

9. Confidentiality. The Parties agree that the specific terms and conditions of this Agreement shall be treated as confidential and that no disclosure of any of the terms and conditions may be made in any form of public or commercial announcement or advertising without the prior written consent of the other Party; provided, however, that a Party may disclose the terms and conditions of this Agreement: (i) as required by any governmental or legal authority; (ii) in confidence, to accountants, lawyers, banks, and

financing sources and their advisors; (iii) in confidence, in connection with the enforcement of this Agreement or rights under this Agreement; (iv) in confidence, in connection with a merger or acquisition or proposed merger or acquisition, or the like.

10. Choice of Law, Breach and Arbitration.

10.1 The Parties agree that this Agreement shall be governed in accordance with the laws of the State of Florida and the United States.

10.2 In the event of any breach of this Agreement, the non-breaching Party shall provide written notice ("Notice") to the breaching Party specifying the nature of the breach. If Notice is given and the breach is not cured by the breaching Party within thirty (30) days of receipt of the Notice, the non-breaching Party may elect to specifically enforce performance hereof, in addition to pursuing any other available remedies including termination. This provision shall supersede the corresponding provisions in the databus patent license and the tracker patent license.

10.3 The Parties will submit all disputes to a single arbitrator. The arbitrator will be a lawyer who is unrelated to either party. The arbitrator will be selected by mutual agreement of the Parties' outside counsel. The arbitrator will decide the issue(s), if possible, on written submissions of the parties alone. The arbitrator will determine if testimony, discovery or argument is required, keeping in mind the Parties' desire to limit the time and costs of disputes. In the event the arbitrator desires to hear argument or testimony, such a hearing will be held in Orlando, Florida. In the event an arbitrator cannot be agreed upon, the Parties will select a neutral third party to select the arbitrator. The arbitrator shall have the authority, but not the obligation to award fees and costs to the prevailing Party. For the arbitrator's guidance, the Parties desire that fees and costs be awarded against any Party who takes unreasonable positions in the arbitration. This provision shall supersede the corresponding provisions in the databus patent license and the tracker patent license.

11. Most Favored Nations. DEI will enjoy the benefit of the Most Favored Nations clauses in the databus patent aftermarket license and the tracker patent aftermarket license. The Most Favored Nations terms will not be triggered and apply to DEI for any other Omega licensee that is a vehicle manufacturer or its supplier, for products incorporated into a vehicle during manufacture, or later added to the vehicle at the port of entry or at the vehicle dealer, or maintenance replacements for such products. In a specific situation where DEI's licensed products are directly competing for the same customer, and at a substantially similar sales volume with comparable licensed products of another Omega licensee having a lower royalty rate in that specific situation, Omega shall agree to lower the DEI royalty in that specific situation only so as to match the royalty of the other Omega licensee.

12. Improvements. Any improvements made by DEI during the term of the databus patent license specifically relating to inventions embodied in the Omega databus patent portfolio, or during the term of the tracker patent license specifically relating to the

inventions embodied in the Omega tracker patent portfolio (collectively "DEI Improvements") shall hereinafter become the property of Omega. DEI agrees to notify Omega of any such DEI Improvements and execute any and all documents necessary to perfect Omega's rights in such DEI Improvements. All such DEI Improvements for which Omega seeks and obtains patent protection at its sole discretion, shall thereafter be added to the databus patent portfolio or the tracker patent portfolio and require no further royalty from DEI. DEI is free to practice those DEI Improvements for which Omega does not seek nor obtain patent protection.

13. Survival of Obligations. The rights and obligations of the Parties as set forth in this Agreement shall remain in effect without limitation as to time.

14. Cost of Litigation and Performance. The Parties agree that each Party shall bear its own attorneys' fees and costs relating to the Civil Action, investigation of the Civil Action, settling of the Civil Action, and complying with this Agreement.

15. Authority to Execute and Perform. All action necessary to make the provisions of this Agreement binding on the Parties, their respective parents, wholly owned subsidiaries, related corporations, successors, assigns, employees, directors and management, has been properly taken. The persons signing this Agreement on behalf of the Parties are duly authorized to execute and to perform this Agreement. This Agreement, when executed, will be the legal and binding obligation of the Parties.

16. Representation by Counsel. The Parties hereby acknowledge that they have been represented by counsel of their choice throughout the negotiations which preceded the execution of this Agreement, and in connection with the preparation and execution of this Agreement, and that they have carefully and thoroughly reviewed this Agreement, in its entirety, with that counsel and that counsel has approved it as to form.

17. Binding Effect. Except as otherwise provided herein, the terms and conditions contained in this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, survivors, and personal representatives of the Parties.

18. Warranty of Non-Assignment. The Parties represent and warrant that none of them have assigned or transferred, or purported to assign or transfer, to any person or entity any claims, debts, liabilities, demands, rights, obligations, damages, losses, causes of action, costs, expenses, and attorneys' fees pertaining to the Civil Action or the subject matter of this Agreement.

19. Amendment. No modification or amendment to this Agreement shall be valid unless in writing signed by the Parties hereto.

20. Interpretation and Construction. Should any provision of this Agreement require interpretation or construction, the Parties agree that this Agreement will be interpreted or construed without any presumption that the provisions of this Agreement are to be strictly construed against the Party which, itself or through its agents, prepared the Agreement; it being agreed that the Parties and their respective counsel and other agents have fully and equally participated in the preparation, negotiation, review and

approval of all provisions of this Agreement.

21. Execution in Counterparts. This Agreement may be executed in counterparts, all of which shall, upon execution and delivery of identical counterparts by all Parties, comprise a single agreement. Counterpart signatures may be exchanged by facsimile and shall be deemed delivered when received by the Party to which they are directed.

22. No Implied Waiver. The failure of any Party to exercise or enforce any of its rights under this Agreement will not act as a waiver of such rights.

23. Severability. Should any section, paragraph, sub-paragraph, part, term or provision of this Agreement be declared or be determined by any court of competent jurisdiction to be a illegal or invalid, the validity of the remaining sections, paragraphs, sub-paragraphs, parts, terms or provisions shall not be effected thereby and said illegal and invalid section, paragraph, sub-paragraph, part, term or provision shall be deemed not to be part of this Agreement.

24. Section Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way control the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have executed or caused this Agreement to be executed by their duly authorized representatives.

Handwritten signature and initials, possibly "SM" and "GM", in black ink.

OMEGA PATENTS, L.L.C.

By: [Signature]
Name: KENNETH E. FLICK
Title: PRES
Date: 5-12-07

OMEGA RESEARCH & DEVELOPMENT, INC.

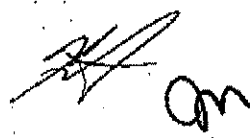
By: [Signature]
Name: KENNETH E. FLICK
Title: PRES
Date: 5-12-07

DIRECTED ELECTRONICS, INC.

By: [Signature]
Name: JAMES E. MINARIK
Title: PRESIDENT & CEO
Date: 5/11/07

**OMEGA-DEI MASTER AND
CROSS-LICENSE AGREEMENT**

EXHIBIT A

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OMEGA-004856
ATTORNEYS' EYES ONLY

OMEGA EXHIBIT 2026

1. 5,612,669
2. 5,634,688
3. 5,663,704
4. 5,729,191
5. 5,818,329
6. 5,612,578
7. 5,739,747
8. 5,750,942
9. 5,739,748
10. 5,973,592
11. 5,982,277
12. 6,037,859
13. 6,049,268
14. 6,130,605
15. 6,130,606
16. 6,140,938
17. 6,140,939
18. 6,150,926
19. 6,144,315
20. 6,184,780
21. 6,188,326
22. 6,320,498
23. 6,346,877
24. 6,366,198
25. 6,429,768
26. 6,433,677
27. 6,480,095
28. 6,480,098
29. 6,480,117
30. 6,587,052
31. 6,628,196
32. 6,676,615
33. 6,696,938
34. 6,720,868
35. 6,753,763
36. 6,798,339
37. 6,801,119
38. 6,827,642
39. 6,828,694
40. 6,873,824
41. 6,879,248
42. 6,963,272
43. 7,005,960
44. 7,091,822

45. 701385 Australian
46. EP0817734 Europe
47. 2,218,101 Canadian

48. PI9604820-4 Brazilian
49. 429293 Korea
50. 3,290,440 Japan
51. 218300 Mexican
52. 2,420,947 Canada
53. 2,454,089 Canada
54. Canada Application No. 2,454,089
55. U.S. Patent Application No. 20040004537
56. U.S. Patent Application No. 20040049325
57. U.S. Patent Application No. 20040135702
58. U.S. Patent Application No. 20040218533

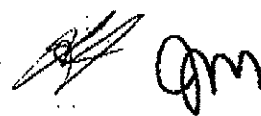
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OMEGA-004857
ATTORNEYS' EYES ONLY

OMEGA EXHIBIT 2026

**OMEGA-DEI MASTER AND
CROSS-LICENSE AGREEMENT**

EXHIBIT B

A handwritten signature in black ink, appearing to be "gm" or similar, located in the lower right quadrant of the page.

OMEGA-004858
ATTORNEYS' EYES ONLY

OMEGA EXHIBIT 2026

Directed Electronics Patents & Patent Applications

UNITED STATES PATENTS

<u>Patent No.</u>	<u>Title</u>
4,794,368	Programmable Alarm System Having Vocal Alarm and reporting Features
4,845,464	Programmable Sensor Apparatus
4,887,064	Multi-Featured Security System With Self-Diagnostic Capability
4,890,108	Multi-channel remote control transmitter
4,897,630	Alarm System Having Proximity Detection with Vocal Alarm and Reporting
4,922,224	Electronic Vehicle Security System
4,987,402	Alarm system for sensing and vocally warning of an unauthorized approach towards a protected object or zone
4,997,053	Remote control vehicle seat and steering wheel positioning system
5,024,186	Remote Automobile Starter
5,081,667	System for integrating a cellular telephone with a vehicle security system
5,117,217	Alarm System for Sensing and Vocally Warning a Person to Step Back from a Protected Object
5,132,660	Vehicle Security System
5,146,215	Electronically Programmable Remote Control for Vehicle Security System
5,157,375	Electronic Vehicle Security System
5,193,141	Vehicular Voice Storage Playback and Broadcasting Device
5,245,694	User - Programmable Voice Notification Device for Security Alarm Systems
5,285,186	Vehicle Security System
5,315,285	Alarm System for Sensing and Vocally Warning a Person Approaching a Protected Object
5,349,931	Automatic Vehicle Starter
5,357,560	Adaptable Alarm Interface Unit for Use Electronic Automobile Alarm Systems and the Like
5,506,568	Shock Sensor
5,467,070	Vehicle Security System with Secure Valet Switch
5,532,670	Method of Indicating the Threat Level of an Incoming Shock to an Electronically Secured Vehicle and Apparatus therefore
5,534,845	Advanced Automotive Automation and Security System
5,563,576	Vehicle Security System Siren With Backup Rechargeable Battery
5,614,883	Automotive Opto-Electric Starter Interlock
5,617,819	Remote Starting System For A Vehicle Having A diesel Engine
5,650,774	Electronically Programmable Remote Control Access
5,646,591	Advanced Method of Indicating Threat Incoming Level to an Electronically Secured Vehicle and Apparatus
5,656,868	Remote Vehicle Starter For Standard Transmission Vehicle
5,656,997	Magnetic Resonance Alarm Device
5,673,017	Remote Vehicle starting system
5,712,638	Multiple Transmission Channel Group Transmitters
5,783,988	Vehicle Security System



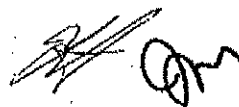
OMEGA-004859
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OMEGA EXHIBIT 2026

5,783,989	Alarm Sensor Multiplexing
5,798,711	High Throughput Embedded Code Hopping System
5,872,519	Advanced Embedded Code Hopping System
5,900,806	Alarm Sensor Multiplexing
5,907,195	Channel Expander for Remotely Controlled Automotive Security and Convenience Systems
5,914,667	Advanced Embedded Code Hopping System
5,945,936	Learn Mode for Remote Transmitters
5,952,933	System Having Advanced Embedded Code Hopping Encryption and Learn Mode Therefore
5,990,786	Advanced Method of Indicating Incoming Threat Level to an Electronically Secured Vehicle and Apparatus
6,028,372	Daily Start Operation for Remote Vehicle Starters
6,028,505	Electronic Vehicle Security System with Remote Control
6,087,996	Thin -Film antenna device for use with remote vehicle starting systems
6,093,979	Channel Expander for Remotely Controlled Automotive and Security and Convenience Systems
6,184,779	Vehicle Security System Having Wireless Function Programming Capability
6,218,740	Integration Module for Supplemental Controllers
6,259,169	Flexible Alarm Bypass Module For A Vehicle
6,317,034	Alarm Sensor Multiplexing
6,452,484	Electronic Vehicle Security System with Remote Control
6,452,483	Vehicle Security System having Wireless Function Programming Capabilities
6,561,151	Remote Control Car Starter
6,467,448	Remote Engine Starter System
6,781,507	Remote Start, Passive Anti Theft Security System
6,700,479	Vehicle Security System Having Advanced Wireless Function-Programming Capability
6,828,901	Remote Start, Passive Anti Theft Security System
6,924,728	Safety Feature for Vehicles Parked Indoors
6,982,631	Automotive Security System with Self Biasing Bypass Immobilizer
7,135,962	Security and Remote Access For Vehicular Entertainment, Safety, and Convenience Systems

FOREIGN PATENTS

<u>Country</u>	<u>Patent No.</u>	<u>Title</u>
Canada	2,197,828	Thin-film antenna device for use with remote vehicle starting systems
Canada	2,500,929	Control Devices for Vehicles
Canada	2,502,885	System for remotely starting the engine of a vehicle that has a manual transmission
Canada	1,315,859	Programmable Alarm Systems Having Proximity Detection with Vocal Alarm and Reporting Features
Canada	2,386,427	Safety Feature for Vehicle Parked Indoors
Canada	2,220,101	Advanced Automotive Automation and Security System



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ATTORNEYS' EYES ONLY

OMEGA EXHIBIT 2026

Canada	2,238,037	Learn Mode for Remote Transmitters
Canada	2,365,887	Remote starting system for a vehicle
Canada	2,113,221	Automatic Vehicle Starters
Canada	2,316,641	Remote Control Car Starters
Canada	2,105,426	Remote vehicle starting system
Canada	2,246,158	Remote Starts, Passive Anti Theft Security System
Canada	2,322,369	Flexible Alarm Bypass Modules
Canada	2,067,099	Alarm System for Sensing and Vocally Warning of an Unauthorized Approach Towards a Protected Object
Canada	2,189,821	Vehicle Security Systems
China	111,926	Advanced Automotive Automation and Security System
European Union	0,442,627	Remote Control Vehicle Seat and Steering Wheel Positioning
Hong Kong	HK 1023432	Advanced Automotive Automation and Security System
Germany	69,102,897	Remote control vehicle seat and steering wheel positioning system
Great Britain	2,275,124	Vehicle System with Secure Valet Switch
Great Britain	2,298,071	Vehicle Security System having a Secure Valet Mode of Operation
Great Britain	2,223,583	Programmable Sensor Apparatus
Great Britain	2,272,337	Vehicle Security System Siren with Backup Rechargeable Battery
Great Britain	2,301,497	Vehicle Security System Siren with Backup Rechargeable Battery
Korea	303,741	Advanced Automotive Automation and Security System
Taiwan	91817	Advanced Automotive Automation and Security System

PATENT APPLICATIONS

<u>Serial No.</u>	<u>Filing Date</u>	<u>Title of Invention</u>
2,322,369	10/5/2000	Universal Alarm Bypass Module/ Flexible Alarm Bypass Module For a Vehicle (Canada Patent)
10/699,009	10/30/2003	Menu Driven Transmitter
10/789,060	2/27/2004	Event Reporting System with Conversion of Light Indications into Voiced Signals
10/789,534	2/26/2004	Wireless Mobile Security Component System
10/937,139	9/8/2004	Manual Transmission Engine Remote Start System & Method
11/079,468	3/15/2005	Control Device for Vehicles
11/110,135	4/20/2005	Security System with Remote Control and Proximity Detector
11/110,136	4/20/2005	Security System with Multi-power mode and Remote Control Communication
11/518,114	9/8/2006	Security and Remote Access For Vehicular Safety and Convenience Systems
11/595,520	11/9/2006	Anti-Pinch Window Control System
11/600,367	11/15/2006	Security System Controller with Integrated Tester
11/600/368	11/15/2006	Remote Engine Start Confirmation and Vehicle Monitoring and Control System
11/600,369	11/15/2006	Tilt-Responsive Circuit Controller Utilizing Conductive Particles
	12/20/2006	Security System with Passive Locking Bypass



OMEGA-004861
ATTORNEYS' EYES ONLY

OMEGA EXHIBIT 2026

**OMEGA-DEI MASTER AND
CROSS-LICENSE AGREEMENT**

EXHIBIT C

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OMEGA EXHIBIT 2026

Item	2006	2007 Jan	2007 Feb	2007 Mar	2007 Apr	Net Sales	Inventory	Notes
455G		(3)	(13)	2	0	(12)	13	discontinued/dead sku
455GW		26	13	(3)	0	38	2	discontinued/dead sku
456A		(1)	0	0	0	(1)	42	discontinued/dead sku
456AW		0	0	0	0	0	0	discontinued/dead sku
456B		(1)	0	1	0	0	99	discontinued/dead sku
456BW		0	0	0	0	0	0	discontinued/dead sku
456G		(7)	(6)	(11)	(5)	(27)	12	discontinued/dead sku
456GW		0	(1)	(1)	0	(2)	1	discontinued/dead sku
457CW		553	368	363	29	1,343	6,444	discontinued sku/stock reserved for 88Y and OC only
457GW		5,673	642	23	(65)	6,272	728	discontinued/dead sku
555G		(3)	(1)	(3)	(1)	(6)	18	discontinued/dead sku
555GW		249	244	46	14	553	2,571	
1700G	16,468	3,532	5,822	5,247	(570)	30,499	17,148	
1701G	0	0	0	2,607	310	2,917	10,982	
1900G	0	6	0	459	(5)	460	12	
CAN1		1,005	162	83	(948)	302	975	
CAN2	0	0	0	0	0	0	0	
Total						42,334	39,147	

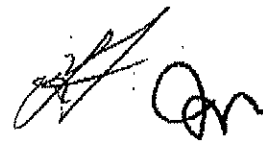
DEN 3024615141 5/12/2007

OMEGA-004863
ATTORNEYS' EYES ONLY

OMEGA EXHIBIT 2026

**OMEGA-DEI MASTER AND
CROSS-LICENSE AGREEMENT**

EXHIBIT D

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OMEGA-004864
ATTORNEYS' EYES ONLY

OMEGA EXHIBIT 2026

PATENT LICENSE AND SETTLEMENT AGREEMENT

THIS AGREEMENT is made as of this _____, by and between
OMEGA PATENTS LLC a limited liability corporation of Georgia, with offices at 5326
Prestley Place, Douglasville, GA 30135 ("LICENSOR"), and
(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"); and

WHEREAS, LICENSOR has agreed to grant LICENSEE a nonexclusive and
nontransferable license under the Patents for use in the development and sale of the types
of products to be listed in the attached Schedule A as updated from time to time (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, as set forth in the attached Schedule A for the Term
specified in Section 2, below.

B. As used in the Agreement, the Patents shall mean and include those patents
identified more fully in the attached Schedule A.

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

OMEGA-004865
ATTORNEYS' EYES ONLY

OMEGA EXHIBIT 2026

A. This Agreement shall be effective as of the date of execution by the Parties and shall expire on December 31, 2011 unless sooner terminated by the Parties pursuant to the terms of this Agreement (the "Term").

B. This Agreement shall be automatically renewed for an additional One (1) year extended Term provided that (i) LICENSEE shall have fully complied with all of its obligations as set forth herein; and (ii) unless a party gives prior written notice to the other party no later than June 31, 2011 of its intention not to renew this Agreement.

3. COMPENSATION

A. In consideration for the license granted hereunder, LICENSEE agrees to pay to LICENSOR the royalty recited in Schedule B (the "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 patent of that country comprised within the Patents. The Royalty obligation shall apply to all Licensed Products manufactured or sold by LICENSEE beginning on the effective date 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. It is understood and agreed that such payments shall be no less than U.S. \$8,333 until such time that the cumulative actual Royalties paid to LICENSOR exceed the Guaranteed Minimum Yearly Royalty as set forth in Schedule A.

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 as recited in Schedule A 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 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 LICENSOR. 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. A Royalty obligation shall accrue to Licensed Products sold by LICENSOR to Omega Research & Development.

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. or Canadian 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 LICENSOR with respect to such sales for as long as such restrictions prevail. Both parties acknowledge that, as this is an international agreement involving American and Canadian companies, they will adhere to any and all regulations regarding documentation, reporting, taxation and other matters of law.

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

M. If LICENSOR shall grant to any other manufacturer or seller of Licensed Products of comparable sales volume, payment terms and distribution channels of LICENSOR, other than a company in which LICENSOR has a substantial interest, direct or indirect, a license which is under any patent licensed in this agreement and which will permit such manufacturer or seller to manufacture or sell for any use within the scope of the license granted in this agreement at royalty rates which are lower than those provided in this agreement, then LICENSOR will promptly notify LICENSOR of such license, and extend to LICENSOR the lower royalty rates effective as of the date or dates on which they become effective. Such extension of lower royalty rates shall only be effective, however, if LICENSOR shall, within sixty (60) days of receipt of the notice, advise LICENSOR that it accepts all terms of the noticed license which are more favorable to LICENSOR than

corresponding terms of this agreement and which are brought to the attention of the LICENSEE in the notice.

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 FIVE PERCENT (5%).

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 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 or Canada 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 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 Royalty 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 in the amount and of the type provided for herein; 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 a Royalty 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. This 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

LICENSEE may not assign this Agreement or the rights and obligations hereunder to any third party, even with the sale of its entire business, without the prior express written approval of LICENSOR and at the sole discretion of LICENSOR.

17. 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.

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 _____	By _____
Title _____	Title _____
Date _____	Date _____



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**SCHEDULE A
TO
LICENSE AGREEMENT
BETWEEN
OMEGA PATENTS LLC AND**

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. 6,243,804 B1;
U.S. Letters Patent No. 6,249,216 B1;
U.S. Letters Patent No. 6,275,147 B1;
U.S. Letters Patent No. 6,529,124 B2;
U.S. Letters Patent No. 6,696,927 B2;
U.S. Letters Patent No. 6,756,885 B1;
U.S. Letters Patent No. 6,756,886 B2;
U.S. Letters Patent No. 6,771,167 B1;
U.S. Letters Patent No. 6,812,829 B1;

Canadian Patent No. 2,320,248;
Canadian Patent No. 2,415,023; and

European Patent No. 1,053,128.

*Subject to the restriction in Schedule B, Section 1.

2. Licensed Products

The Licensed Products are on the attached sheet.

3. Territory

The Territory shall be the United States of America, Canada, Great Britain, France, Italy and Germany.

4. Guaranteed Minimum Yearly Royalty

The Guaranteed Minimum Yearly Royalty for the initial Term, and any subsequent year or extension or renewal yearly period, shall be ONE HUNDRED THOUSAND UNITED STATES Dollars (U.S. \$100,000).

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.



OMEGA-004875

ATTORNEYS' EYES ONLY

OMEGA EXHIBIT 2026

**SCHEDULE B
TO LICENSE AGREEMENT BETWEEN
OMEGA PATENTS LLC AND**

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, anti 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 C
TO LICENSE AGREEMENT BETWEEN
OMEGA PATENTS LLC AND**

(attached)

12

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OMEGA-004877

ATTORNEYS' EYES ONLY

OMEGA EXHIBIT 2026

**OMEGA-DEI MASTER AND
CROSS-LICENSE AGREEMENT**

EXHIBIT E

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OMEGA-004878
ATTORNEYS' EYES ONLY

OMEGA EXHIBIT 2026

1. Licensed Patents: The licensed Data Bus 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. 6,249,216 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. 6,696,927 B2;
U.S. Letters Patent No. 6,756,885 B1;
U.S. Letters Patent No. 6,756,886 B2;
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. 7,061,137 B1;
U.S. Letters Patent No. 7,068,153 B1;
U.S. Letters Patent No. 7,205,679 B1;
U.S. Letters Patent Published No. 20050179321;
U.S. Letters Patent Published No. 20050179322;
U.S. Letters Patent Published No. 20040017284;
U.S. Letters Patent Published No. 20020145535;
U.S. Letters Patent Published No. 20050046552;
U.S. Letters Patent Published No. 20050046553;
U.S. Letters Patent Published No. 20050275509;
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. 2,420,947;
Canadian Patent No. 2,426,670;
Canadian Patent No. 2,454,089;
Canadian Application No. 2,451,487;
Canadian Application No. 2,451,490;
Canadian Application No. 2,452,296;
Canadian Application No. 2,502,893;
European Patent No. 1,053,128;
European Application No. EP-1500565;
European Application No. EP-1538037; and
European Application No. EP-1538038.



OMEGA-004879
ATTORNEYS' EYES ONLY

OMEGA EXHIBIT 2026

**OMEGA-DEI MASTER AND
CROSS-LICENSE AGREEMENT**

EXHIBIT F

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OMEGA EXHIBIT 2026

**OMEGA/
GPS PATENT LICENSE AND SETTLEMENT AGREEMENT**

THIS AGREEMENT is made as of this _____ of _____ by and between
OMEGA PATENTS LLC a limited liability corporation of Georgia, with offices at 5326 Presley
Place, Douglasville, GA 30135 ("LICENSOR"), and

("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 for use in the development and sale of the types of products to be listed
in the attached Schedule B as updated from time to time (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, as set forth in the attached Schedule A for the Term specified in Section 2, below.

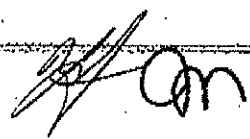
B. As used in the Agreement, the Patents shall mean and include those patents identified
more fully in the attached Schedule A with the exception that no license is implied or granted to any
claim(s) of any of the Patents relating to or covering vehicle database technology.

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. OEM, wholesale and retail distribution of products
incorporating the Patents shall not be considered a sublicense.

2. TERM

A. This Agreement shall be effective as of the date of execution by the Parties and shall
expire on the date of expiry of the last to expire of the Patents unless sooner terminated by the



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Parties pursuant to the terms of this Agreement (the "Term").

3. COMPENSATION

- A. In consideration for the licenses granted hereunder, LICENSEE agrees to pay to LICENSOR a royalty calculated as based upon a first year royalty of TWO DOLLARS (U.S. \$2.00) plus an annual inflation adjustment each year thereafter (the "Royalty") for sales of Licensed Products where such Licensed Products are covered by a subsisting and unexpired claim. The Royalty obligation shall apply to all Licensed Products manufactured or sold within the Territory by LICENSEE beginning on July 1, 2006. The annual inflation adjustment shall be made for Royalties beginning in July each year after the first year, and shall correspond to the percentage change in the Consumer Price Index for all Urban Consumers (CPI-U) released by the United States Department of Labor for the preceding year ending in June.
- 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, or by the claims of more than one (1) patent.
- 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, 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 uncollectible 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. A Royalty obligation shall accrue for Licensed Products sold by LICENSEE to Omega Research & Development.
- 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 SEVEN (7) year of the receipt or acceptance of such statement or payment.
- H. Upon expiration or termination of this Agreement, except for reason of termination because of expiration or a declaration of patent invalidity all Royalty obligations, shall be accelerated and shall immediately become due and payable.

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

J. 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 owned or controlled by LICENSEE as it relates to the License. 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 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 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 SEVEN (7) 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 which LICENSOR is aware, and that there are no actions for infringement against LICENSOR with respect to items it manufactures and sells embodying the invention of the Patents.

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

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 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.

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

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 in the amount and of the type provided for herein; 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.

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 a Royalty 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

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.

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.

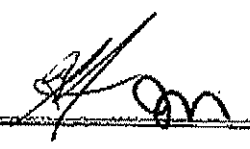
B. Either party may change the address to which notice or payment is to be sent by written notice to the other under any provision of this paragraph.

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

LICENSEE may not assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of LICENSOR even with the sale of LICENSEE'S entire business.

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

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____



**SCHEDULE A - LICENSED PATENTS
TO LICENSE AGREEMENT BETWEEN**

OMEGA PATENTS LLC AND

1. Licensed Patents

The licensed Patents are as follows:

U.S. Letters Patent No. 6,507,786 B2;
U.S. Letters Patent No. 6,509,868 B2;
U.S. Letters Patent No. 6,512,465 B2;
U.S. Letters Patent No. 6,512,466 B2;
U.S. Letters Patent No. 6,522,267 B2;
U.S. Letters Patent No. 6,606,561 B2;
U.S. Letters Patent No. 6,693,563 B2;
U.S. Letters Patent No. 6,703,946 B2;
U.S. Letters Patent No. 6,737,989 B2;
U.S. Letters Patent No. 6,741,187 B2;
U.S. Letters Patent No. 6,744,384 B2;
U.S. Letters Patent No. 6,765,499 B2;
U.S. Letters Patent No. 6,765,500 B2;
U.S. Letters Patent No. 6,771,188 B2;
U.S. Letters Patent No. 6,784,809 B2;
U.S. Letters Patent No. 6,798,355 B2;
U.S. Letters Patent No. 6,798,356 B2;
U.S. Letters Patent No. 6,803,861 B2;
U.S. Letters Patent No. 6,804,605 B2;
U.S. Letters Patent No. 6,809,659 B2;
U.S. Letters Patent No. 6,816,089 B2;
U.S. Letters Patent No. 6,819,269 B2;
U.S. Letters Patent No. 6,844,827 B2;
U.S. Letters Patent No. 6,888,495 B2;
U.S. Letters Patent No. 6,972,667 B2;
U.S. Letters Patent No. 7,031,835 B2;
U.S. Letters Patent Published No. 20030163344;
U.S. Letters Patent Published No. 20030154027;
U.S. Letters Patent Published No. 20050156716;
U.S. Letters Patent Published No. 20050156717;
U.S. Letters Patent Published No. 20050156718;
U.S. Letters Patent Published No. 20050156719;
U.S. Letters Patent Published No. 20050179526;

2. Territory The Territory shall be the United States of America.

3. 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.



**SCHEDULE B - LICENSED PRODUCTS
TO LICENSE AGREEMENT BETWEEN
OMEGA PATENTS LLC AND**
(to be completed and updated)

**OMEGA-DEI MASTER AND
CROSS-LICENSE AGREEMENT**

EXHIBIT G

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ATTORNEYS' EYES ONLY

OMEGA EXHIBIT 2026

1. Licensed Patents: The licensed GPS Patents are as follows:

U.S. Letters Patent No. 6,507,786 B2;
U.S. Letters Patent No. 6,509,868 B2;
U.S. Letters Patent No. 6,512,465 B2;
U.S. Letters Patent No. 6,512,466 B2;
U.S. Letters Patent No. 6,522,267 B2;
U.S. Letters Patent No. 6,606,561 B2;
U.S. Letters Patent No. 6,693,563 B2;
U.S. Letters Patent No. 6,703,946 B2;
U.S. Letters Patent No. 6,737,989 B2;
U.S. Letters Patent No. 6,741,187 B2;
U.S. Letters Patent No. 6,744,384 B2;
U.S. Letters Patent No. 6,765,499 B2;
U.S. Letters Patent No. 6,765,500 B2;
U.S. Letters Patent No. 6,771,188 B2;
U.S. Letters Patent No. 6,784,809 B2;
U.S. Letters Patent No. 6,798,355 B2;
U.S. Letters Patent No. 6,798,356 B2;
U.S. Letters Patent No. 6,803,861 B2;
U.S. Letters Patent No. 6,804,605 B2;
U.S. Letters Patent No. 6,809,659 B2;
U.S. Letters Patent No. 6,816,089 B2;
U.S. Letters Patent No. 6,819,269 B2;
U.S. Letters Patent No. 6,844,827 B2;
U.S. Letters Patent No. 6,888,495 B2;
U.S. Letters Patent No. 6,972,667 B2;
U.S. Letters Patent No. 7,031,838 B2;
U.S. Letters Patent No. 7,149,623 B2;
U.S. Letters Patent Published No. 20030163344;
U.S. Letters Patent Published No. 20050156716;
U.S. Letters Patent Published No. 20050156717;
U.S. Letters Patent Published No. 20050156718;
U.S. Letters Patent Published No. 20050156719;
U.S. Letters Patent Published No. 20050179526;
U.S. Letters Patent Published No. 20060276199;
U.S. Letters Patent Published No. 20060276762;
U.S. Letters Patent Published No. 20070015548;



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