

SETTLEMENT, RELEASE AND LICENSE AGREEMENT

This Settlement, Release and License Agreement ("Agreement") is entered into between Melvino Technologies Limited, a corporation organized under the laws of British Virgin Islands of Tortola and having a place of business at P.O. Box 3174, Palm Chambers, 197 Main Street, Road Town, Tortola, British Virgin Islands ("Melvino") and ArrivalStar S.A., a corporation organized under the laws of Luxembourg and having offices at 127 rue du Mühlenbach, L-2168, Luxembourg ("ArrivalStar"), on the one hand (together sometimes referred to as the "Patent Holders"), and Maryland Transit Administration ("MTA") and Maryland Department of Transportation ("MDOT"), on the other (together referred to as "Licensee") (all collectively referred to herein as the "Parties.")

WHEREAS, Melvino owns all right, title and interest in, and/or has the right to license, the patents identified in Schedule A attached hereto, including any continuations, continuations-in-part, divisionals, re-issues and re-examinations of such patents, including any counterparts thereof in any country of the world in which there are counterparts of the foregoing U.S. patents (collectively, the "ArrivalStar Patents"), and ArrivalStar is the exclusive licensee of the ArrivalStar Patents, with the right to sublicense all ArrivalStar Patents,

WHEREAS, Patent Holders have instituted a lawsuit against MTA in the United States District Court for the District of Maryland, Civil Action No: 1:11-cv- 00761, alleging that certain products and/or services made, used, sold and/or offered for sale by MTA infringe certain claims of the ArrivalStar Patents (the "Action");

WHEREAS, MTA denies all such claims of infringement and further asserts that it is immune from suit pursuant to the Eleventh Amendment of the US Constitution, but nonetheless wishes to obtain a license and release for any and all past, present, and future actions with respect to the ArrivalStar Patents, and the Patent Holders are willing to grant such a license and release under the terms hereof; and

WHEREAS, the parties now desire to resolve fully and finally the Action, without any admission of liability as to any claims thereto.

NOW, THEREFORE, in accordance with the foregoing recitals, and in consideration of the mutual covenants contained herein, the Patent Holders and Licensee agree as follows:

1. "ArrivalStar Patents" means the entire patent portfolio of Patent Holders including but not limited to the patents identified in Schedule A attached hereto, including any continuations, continuations-in-part, divisionals, re-issues, re-examinations, renewals, extensions, and parents of such patents, and including any counterparts thereof in any country of the world in which there are counterparts of the foregoing U.S. patents, and also including without limitation, any and all current or future worldwide patents and patent applications and all corresponding foreign patents and

patent applications and any continuations, continuations-in-part, divisionals, re-issues, re-examinations, renewals, extensions, or parents thereof that are directed to information systems or methods, or communications systems, or methods, for the transportation, logistics, shipping, warehousing, cargo, and/or parcel delivery industries that are owned or controlled by (now or hereinafter) or exclusively licensed to (now or hereinafter) Melvino, ArrivalStar, their subsidiaries, Affiliates or principals, assigns and successors.

2. "Affiliates" as used herein means, with respect to each corporate party, any person, corporation, partnership, trust, or other entity, existing or which has yet to exist, that, directly or indirectly, legally or beneficially, owns, is owned by, will be owned by or is/will be under common ownership with the party or the party's ultimate parent. For purposes of the foregoing, "own", "owned", or "ownership" means holding ownership of, or the right to vote, fifty percent (50%) or more of the voting stock or ownership interest entitled to elect a board of directors or a comparable managing authority. For purposes of Licensee, "Affiliates" means the State of Maryland, as well as any agency, sub-agency, department or instrumentality of the State of Maryland, and any Maryland public institution of higher learning, now existing, or which may come into existence in the future.

3. Patent Holders warrant and represent that (a) except as stated below with respect to WNS Holdings LLC, they exclusively own the entire right, title, and interest in, and have the exclusive and entire right to enforce and license, the United States ArrivalStar Patents Identified in Schedule A; (b) they have the right to license the Worldwide Patents identified in Schedule A; (c) they have the right to enter into this Agreement; (d) there are no liens, conveyances, mortgages, assignments, encumbrances or other agreements to which Patent Holders are a party or by which they are bound, which would prevent or impair the full exercise of all substantive rights granted to Licensee, its subsidiaries, and its Affiliates by Patent Holders pursuant to the terms of the Agreement; (e) they have not assigned or transferred to any other person or entity any of their claims, demands or causes of action settled and released herein; and (f) the ArrivalStar Patents include all patents currently owned by, or exclusively licensed to, the Patent Holders. Patent Holders warrant that no other entity or individual including but not limited to ArrivalStar Jersey Ltd., Moticom International, LLC, LaBarge, Inc., WNS Holdings, LLC, Global Research Systems, Inc. and the inventors holds any right, title or interest in or to any of the patents identified in Schedule A or to any corresponding foreign patents and patent applications or any continuations, continuations-in-part, divisionals, re-issues, re-examinations, renewals, extensions, or parents thereof, except that Patent Holders represent that WNS Holdings LLC holds an interest in two of the patents identified in Schedule A with an asterisk (*). Patent Holders represent that said interest of WNS Holdings LLC does not preclude Patent Holders from licensing the subject patents to Licensee, its subsidiaries and its Affiliates or otherwise from entering into this Agreement and granting the warranties, releases, licenses and covenants included herein. Patent Holders further represent that WNS Holdings LLC joins in this Agreement and the release set forth herein, and that Patent Holders will indemnify Licensee and its Affiliates for all costs, fees (including attorneys' fees), settlements

and/or judgments related to any claim brought by WNS Holdings LLC or any other party for infringement of any of the ArrivalStar Patents.

4. The terms, provisions and payments set forth in this agreement are not and shall not be construed as an admission by Licensee or its Affiliates of the infringement, validity, or enforceability of the ArrivalStar Patents.

5. Upon complete execution of this Settlement Agreement and General Release, and upon receipt of a proper invoice, MTA will process a payment in the amount of \$50,000 (the "Settlement Amount"), in accordance with Maryland law, and cause such funds to be transferred by electronic wire transfer to the following account:
Dowell Baker, P.C. client trust account:

[REDACTED]
[REDACTED] Indiana
[REDACTED]

6. Patent Holders grant to Licensee and its Affiliates, a fully paid-up, worldwide, irrevocable, non-exclusive, non-transferable (except as set forth below) right and royalty-free license to the ArrivalStar Patents in connection with any product, service, or systems provided or developed by or for Licensee, either now existing or later developed. Such license shall be deemed to extend to and include an immunity from suit against all past, present and future customers, suppliers, sublicensees, consultants and users of any product, service, or system provided by or for Licensee but solely with respect to such product, service, or system provided to Licensee. For purposes of additional clarification, and not limitation, Licensee and its Affiliates shall forever be permitted to develop, make, or use, or have developed or made on their behalf, any product, service, or system that falls within the scope of any or all of the ArrivalStar Patents.

7. Subject to the terms of this settlement Agreement and General Release, Patent Holders, their principals, shareholders, members, parent entities, subsidiaries, agents, predecessors, successors, affiliates, employees and assigns, hereby release and forever discharge MTA, MDOT, and their Affiliates, as well as any vendor (including any licensor or sub-licensor), supplier, distributor, developer or manufacturer of any product (including software) previously used by MTA, MDOT, or their Affiliates that allegedly falls within the scope of the ArrivalStar Patents, as well as their officers, representatives, agents, and employees, from any and all claims, liabilities, demands, suits, obligations and/or causes of action whatsoever, whether or not presently known or unknown, relating to and/or arising out of the Action or Licensees' use of any product that falls within the scope of the ArrivalStar Patents. This release shall not be construed to release or waive any claim unrelated to a product used by MTA, MDOT, or their Affiliates, that allegedly falls within the scope of one or more of the ArrivalStar Patents.

and is not intended, and shall not be construed to affect, Patent Holders' claims (including claims for patent infringement) against any other current or future alleged infringer of the ArrivalStar Patents.

8. Patent Holders shall not enter into any agreement or take any action which would interfere with the release, covenants not to sue and license grants in this Agreement.

9. Each Party hereto warrants and represents to the others that (a) its execution of this Agreement has been duly authorized by all necessary action of such Party; and (b) it has requisite legal rights necessary to grant the other Party all releases, waivers, and covenants as set forth above.

10. This Agreement and its performance shall be governed by and construed in accordance with the laws of the State of Maryland and, if necessary, shall be enforced in a forum of competent jurisdiction in the State of Maryland.

11. This Agreement may be executed in one or more counter-parts, including facsimile or pdf copies thereof, each of which shall be deemed an original, and all of which together shall constitute one and the same documents.

12. Upon the full and complete execution of this Settlement Agreement and General Release and receipt of payment of the Settlement Amount, the parties will execute an appropriate Stipulation of Dismissal dismissing the Action with prejudice. As a result, Patent Holders withdraw all claims relating to the ArrivalStar Patents against MTA, MDOT and their Affiliates.

13. Those individuals signing below represent that they are authorized and empowered to execute this Settlement Agreement and General Release.

(Signatures on Following Page)

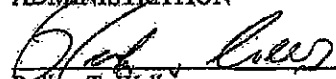
MELVINO TECHNOLOGIES
LIMITED


MIASMA ADVISORS LIMITED

Dated: 12-20-2011

Its: Director


MARYLAND TRANSIT
ADMINISTRATION


Ralfon T. Wells

Dated: 10/17/11

Its: Administrator


ARRIVALSTAR S.A.


Alexandre Taskiran
Director

Dated: 12-10-2011

Its: _____


MARYLAND DEPARTMENT OF
TRANSPORTATION


Beverley K. Swain-Staley

Dated: 10/17/11

Its: Secretary

Approved as to form and Legal Sufficiency:


Assistant Attorney General

Schedule A

United States Patents

1.	5,400,020
2.	5,444,444*
3.	5,623,260
4.	5,648,770*
5.	5,657,010
6.	5,668,543
7.	6,278,936
8.	6,313,760
9.	6,317,060
10.	6,363,254
11.	6,363,323
12.	6,411,891
13.	6,415,207
14.	6,486,801
15.	6,492,912
16.	6,510,383
17.	6,618,668
18.	6,683,542
19.	6,700,507
20.	6,714,859
21.	6,741,927
22.	6,748,318
23.	6,748,320
24.	6,763,299
25.	6,763,300
26.	6,804,606
27.	6,859,722
28.	6,904,359
29.	6,952,645
30.	6,975,998
31.	7,030,781
32.	7,089,107
33.	7,191,058
34.	7,400,970

Worldwide Patents

AT 257265
AT 273547
AU 2608700
AU 3393300
AU 3998401
AU 6284999
AU 6404799
AU 6453598
AU 7391696
BR 0007537
BR 0008670
BR 9808005
CA 2267206
CA 2283239
CA 2360288
CA 2363556
CA 2521206
CA 2528647
CN 1345413
DE 60104824
DE 69631255
EP 0929885
EP 0966720
EP 1261902
EP 1264296
MXPA01008914
WO 9814926
WO 0019171
WO 0019170