

EXHIBIT 1 - STATEMENT OF ASSIGNEE'S PRINCIPAL BUSINESS

Assignee is a newly formed company, which as a successor to Assignor will continue to carry on the business of Assignor, namely the research and development of wireless radio systems.

EXHIBIT 2 - CONTROLLING CORPORATION

Axon Corporation has controlling interest in Assignee.

Axon Corporation
101 W. Robert E. Lee Blvd
Suite 404
New Orleans, Louisiana 70124

EXHIBIT 3 - PURPOSE OF AXON, L.L.C.

To form a partnership between Axon Corporation (Assignor) and financial partners to continue the research and development of wireless radio communications systems and to manufacture and sell devices based on the developed technology.

Number of members: 16

EXHIBIT 4 - COPY OF ARTICLES OF ORGANIZATION

See Attached

EXHIBIT 5 - ACT OF CONTRIBUTION

See Attached

EXHIBIT 6 - NATURE OF ASSIGNEE'S INTEREST IN STATION OPERATIONS

Assignee is a subsidiary of Assignor who is the successor to Assignor's operations prospectively.

EXHIBIT 7 – GRANT OF THE EXPERIMENTAL AUTHORITY IS IN THE PUBLIC INTEREST

Assignee is in the process of developing equipment for potential applications which engage in one-way and two-way transmission of data in the 218-219 MHz spectrum, which has remained largely unused since licenses were first granted by the FCC in 1993. Permitting the experimental use will serve the public interest because it will enable Axonn to help develop equipment that licensees could use to gather telemetry as a service to both business and residential customers.

UNITED STATES OF AMERICA

State of Louisiana

Jax McKeithen

SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that
a copy of the Articles of Organization and Initial Report of
AXONN, L.L.C.

Domiciled at NEW ORLEANS, LOUISIANA,

Was filed and recorded in this Office on July 26, 2000.

And all fees having been paid as required by law, the
limited liability company is authorized to transact business
in this State, subject to the restrictions imposed by law,
including the provisions of R.S. Title 12, Chapter 22.

*In testimony whereof, I have hereunto set
my hand and caused the Seal of my Office
to be affixed at the City of Baton Rouge on.*

July 26, 2000

Jax McKeithen

CBU 34968869K

Secretary of State

**ARTICLES OF ORGANIZATION
OF
AXONN, L.L.C.**

BE IT KNOWN, that on the date stated below, before me, the undersigned Notary Public, duly commissioned and qualified in and for the jurisdiction named below, personally came and appeared VIRGINIA BOULET (the "Organizer") as organizer of Axonn, L.L.C. (the "Company"), and adopts the following Articles of Organization of the Company pursuant to Title 12, Chapter 22 of the Louisiana Revised Statutes, the Louisiana Limited Liability Company Law (the "LaLLCL"):

1. *Name.* The name of the Company is **AxonN, L.L.C.**
2. *Purpose.* The purpose of the Company is to engage in any lawful activity.
3. *Management.* The business of the Company shall be managed by or under the authority of a Board of Managers elected by its members (who may but need not be members), as provided in the operating agreement of the Company. The rights and duties, including any restrictions thereof, of the managers shall be specified in the operating agreement.
4. *Limitation of Liability.* The members and managers of the Company shall not be personally liable for any monetary damages for breach of any fiduciary duty of care, as and to the extent provided in Section 1315 of the LaLLCL. If the LaLLCL is amended to authorize any further elimination or limitation of the personal liability of members and managers, then the liability of the members and managers of the Company shall be eliminated or limited to the fullest extent permitted by the LaLLCL, as so amended. Any repeal or modification of this Article by the members of the Company shall not adversely affect any right or protection of a member and manager of the Company under this Article with respect to any act or omission occurring prior to the time of such repeal or modification.
5. *Certificates of Authority.* In accordance with Section 12:1305(C)(5) of the LaLLCL, any manager of the Company is authorized to execute any certificate confirming the membership of any member (including that of the certifying manager), the authenticity of any records of the Company or the identity of any manager, officer, person or entity authorized to take action on behalf of the Company. Any person dealing with the Company may rely conclusively on any certificate executed by a manager and shall not have any obligation to investigate or verify the statements in the certificate or the manager's authority to execute the certificate. This conclusive right to rely applies even in the case of actions listed in Section 1318(B) of the LaLLCL.
6. *Indemnification.* The Company shall have the power to provide in its operating agreement for indemnification of its members, managers, officers, employees and agents to the fullest extent indemnification would be either mandatory or permissive under Section 83 of the Louisiana Business Corporation Law, La. R.S. 12:1, et seq., as amended, if such person were an

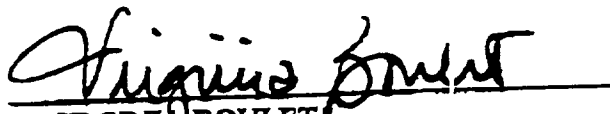
officer or director of a Louisiana corporation. No amendment to the operating agreement limiting the right to indemnification shall affect the entitlement of any person to indemnification whose claim thereto results from conduct occurring prior to the date of such amendment.

7. *Organizer.* The name and post office address of the Organizer is:

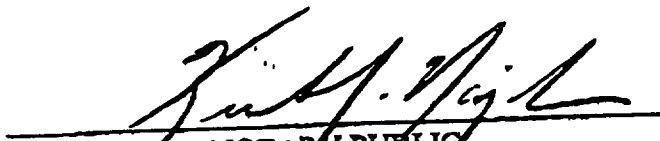
Virginia Boulet
Phelps Dunbar, L.L.P.
Canal Place, Suite 2000
365 Canal Street
New Orleans, LA 70130-6534

THUS DONE AND PASSED, on this 26th day of July, 2000, before me, the undersigned Notary Public, duly commissioned and qualified in and for Orleans Parish, Louisiana, by the personal appearance of Virginia Boulet as Organizer, who acknowledged and declared under oath, in the presence of the two undersigned witnesses, that she signed these Articles of Organization as her free act and deed for the purposes stated herein.


Witness


VIRGINIA BOULET
Organizer


Witness


NOTARY PUBLIC

**INITIAL REPORT BY DOMESTIC LIMITED LIABILITY COMPANY OF
AXONN, L.L.C.**

To: The Secretary of State of Louisiana
Baton Rouge, Louisiana

1. **Initial Report Information.** Axonn, L.L.C. (the "Company") hereby makes its initial report of the following information in compliance with Sections 1304 and 1305(E) of Title 12, Chapter 22 of the Louisiana Revised Statutes, the Louisiana Limited Liability Company Law (the "LaLLCL"):

(a) The municipal address (or location) of the Company's Registered Office is:

101 W. Robert E. Lee Boulevard, Suite 402
New Orleans, Louisiana 70124

(b) The name and municipal address (or location) of the Company's
Registered Agent is:

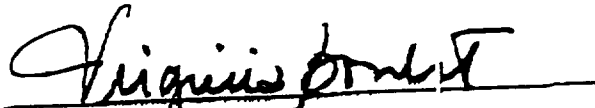
Mamali Morabari
101 W. Robert E. Lee Boulevard, Suite 402
New Orleans, Louisiana 70124

(c) The names and municipal addresses (or locations) of the Company's initial
managers in whom managerial authority of the Company is vested are:

Paul diBella
Three Northwinds Center
2500 Northwinds Parkway, Suite 475
Alpharetta, GA 30004

Thomas B. Hoyt
313 Carondelet Street, 16th Floor
New Orleans, LA 70130

Dennis J. Gerschick
125 TownPark Drive, Suite 300
Kennesaw, GA 30144


VIRGINIA BOULET
Organizer

2. *Acceptance by Registered Agent.* In compliance with the LaLLCL, the Registered Agent hereby acknowledges and accepts the appointment as Registered Agent for and on behalf of the Company.

Executed, sworn to and subscribed in Orleans Parish, Louisiana, on this 26th day of July, 2000 before the undersigned Notary Public.


Mohamed Morahari
Registered Agent

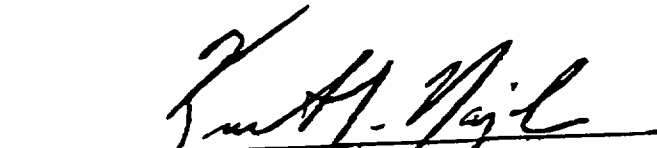

NOTARY PUBLIC

EXHIBIT 5

ACT OF CONTRIBUTION

Subject to the terms and conditions of the Contribution and Subscription Agreement by and between Axonn, L.L.C. (the "Company") and Axonn Corporation ("Axonn") dated July 31, 2000 (the "Contribution Agreement"), on the Effective Date (as defined in the Contribution Agreement):

1. Subject to Sections 2 and 3 hereof, Axonn does hereby transfer, contribute, acquit, deliver and forever remise unto the Company, free and clear of all liens, claims and encumbrances, except for (i) liens for taxes not yet due and payable or the validity of which is being contested in good faith by appropriate proceedings for which adequate reserves have been set aside, (ii) liens specifically disclosed in the Schedules to the Unit Purchase Agreement (as defined in the Contribution Agreement), (iii) statutory liens (including materialmen's, mechanic's, repairmen's, landlord's and other similar liens) arising in connection with the ordinary course of business securing payments not yet due and payable or, if due and payable, the validity of which is being contested in good faith by appropriate proceedings for which adequate reserves have been set aside, and (iv) such imperfections of title or other encumbrances that individually or collectively are immaterial in character, amount, and extent, and which do not detract from the value or interfere with the present or proposed use of the properties they affect, all of Axonn's assets, properties and rights in connection with its business or operations, or used of every kind and description, wherever located, real, personal, or mixed, tangible or intangible, owned or held (collectively, the "Transferred Assets"), including all right, title and interest that Axonn has in, to and under:

(a) all real property, land, structures, improvements and fixtures and all rights of way, uses, licenses, easements, tenements and appurtenances belonging or appertaining thereto;

(b) all machinery, equipment, tools, vehicles, furniture, furnishings, leasehold improvements, goods, and other tangible personal property (whether owned or leased);

(c) all cash or cash equivalents in transit, in hand or in bank accounts;

(d) all prepaid items, unbilled costs and fees, and accounts, notes and other receivables;

(e) all supplies and inventories and office and other supplies;

(f) to the extent permitted by applicable law, all rights under any written or oral contract, agreement, license agreement, lease, plan, instrument, license, arrangement or other document, commitment, undertaking or authorization;

(g) all certificates of occupancy and other transferrable licenses, permits, registrations, authorizations, use agreements, orders or approvals of governmental or quasi-governmental agencies and authorities (whether federal, state, local, municipal, or foreign) or private parties;

(h) all of the hardware relating to or used in connection with the business, any related documentation and user materials, and all rights under all related warranties;

(i) all of the software (including all prior versions thereof), in object and source code formats, owned by Axonn, including: (i) all inventories of computer program code (in all media) for such software; (ii) any related documentation and user materials; and (iii) all rights under all related warranties;

(j) all rights to use third party software licensed by Axonn, including any related documentation and user materials, and Axonn's rights under all related warranties;

(k) all issued, allowed or pending patents of Axonn, including without limitation all such issued, allowed or pending patents listed on Annex I that are owned by Axonn, together with all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and the inventions disclosed therein, and all rights corresponding thereto throughout the world;

(l) all copyrights, trademarks, service marks, trade names, technology, know-how, processes, data, computer software programs, and other intangible property, (including registrations, licenses, and applications to register pertaining thereto) of Axonn including any and all other intellectual property rights, trade secrets, and other proprietary information, processes, and formulas of Axonn;

(m) all of the technical data and know-how, including, without limitation, research, product plans, markets, developments, inventions, discoveries, processes, formulas, algorithms, technology, designs, drawings and business strategies of Axonn;

(n) all goodwill of Axonn's business as a going concern, and all goodwill associated with the trademarks, service marks and trade names relating to Axonn's business;

(o) all rights or choses in action arising out of occurrences before or after the Effective Date, including without limitation all rights under express or implied warranties;

(p) all existing business and marketing records of Axonn, including accounting and operating records, asset ledgers, inventory records, budgets, databases, customer lists, employment and consulting agreements, supplier lists, information and data respecting leased or owned equipment, files, books, correspondence and mailing lists, creative, promotional and advertising materials and brochures, and other business records;

(q) originals or copies of all books, records, files and papers, whether in hard copy or computer format, used by Axonn in its business, including without limitation, engineering information, manuals and data, sales and advertising materials, sales and purchase correspondence, lists of present and former suppliers, and personnel and employment records and tax records; and

(r) any other assets, properties or rights of Axonn of any kind, except as expressly set forth in Section 2.

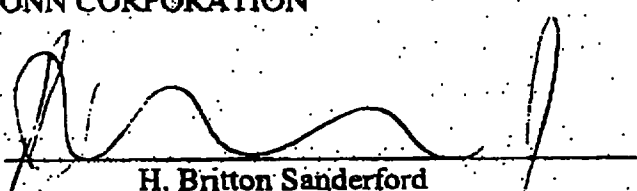
2. Excluded Assets. Notwithstanding the foregoing, the Transferred Assets shall not include any of the following:

- (a) any cash in excess of \$2,492,400;
- (b) minute books, the books of account and other records having to do with the organization or maintenance of Axonn; or
- (c) the rights which accrue or will accrue to Axonn and the consideration to be received by Axonn under the Contribution Agreement.

3. Consents. Anything in this Agreement to the contrary notwithstanding, to the extent that any contract, agreement, lease, plan, instrument, registration, license, permit, approval, document, commitment, undertaking, authorization, or other executory contract or commitment (collectively, "contracts") for which assignment to the Company is contemplated hereby is not assignable without the consent of another person, this Agreement shall not be deemed to constitute or require an assignment or an attempted assignment thereof if such assignment or attempted assignment would constitute a breach thereof. If such consent has not been obtained by the Effective Date, Axonn agrees to (a) cooperate with the Company in any reasonable arrangement designed to provide for the Company substantially the same benefits and obligations under any such contract, without cost to the Company, including (i) enforcing for the benefit of the Company any or all rights of Axonn under any such contract against any other person that is a party thereto or (ii) at the Company's election, not transferring, conveying, assigning or delivering such assets or rights to the Company hereunder, and retaining legal title or right thereto, while permitting the Company the possession and use of such assets or rights for the Company's account and with the Company receiving the benefits and burdens of such assets or rights as if such assets or rights had been so transferred, conveyed, assigned and delivered, and (b) take all reasonable further action to obtain such consents, approvals or novations as may be required under such contract, applicable law or otherwise to effect the transfer of the asset or right to the Company.

This Act of Contribution is executed as of the Effective Date by the undersigned duly authorized officer of Axonn Corporation.

AXONN CORPORATION

By: 

H. Britton Sanderford
President

**List of Issued, Allowed or Pending Patents
as of May 2000**

Issued and Allowed Patents

1. 4,799,062 - Radio Positioning Determination Method And Apparatus
2. 4,977,577 - Wireless Alarm System
3. 5,067,136 - Wireless Alarm System (CIP of 4,977,577)
4. 5,095,593 - Wireless Alarm System (Divisional of 4,977,577)
5. 5,598,427 - Wireless Alarm System (Divisional of 5,095,493)
6. 5,987,058 - Wireless Alarm System (Category I)
7. 5,953,368 - Wireless Alarm System (Category III)
8. 5,119,396 - Binary Phase Shift Keying Modulation System
9. 5,265,120 - Binary Phase Shift Keying Modulation System and/or Frequency Multiplier (CIP of 5,119,396)
10. Re.35,829 - Binary Phase Shift Keying Modulation System and/or Frequency Multiplier (Re-issue of 5,265,120)
11. 2,063,229 - Binary Phase Shift Keying Modulation System and/or Frequency Multiplier (Canada)
12. 5,311,541 - Frequency Agile Radio
13. 5,377,222 - Frequency Agile Radio (Divisional of 5,311,541)
14. 5,668,828 - Enhanced Frequency Agile Radio (CIP of 5,377,222)
15. 6,031,883 - Enhanced Frequency Agile Radio (CIP of 5,377,222)
16. 702,155 - Enhanced Frequency Agile Radio (Australia)
17. 5,408,217 - Secure Fire/Security/Sensor Transmitter System
18. 5,457,713 - Spread Spectrum Alignment Repositioning Method ("RePo")
19. 5,742,635 - Enhanced Time Of Arrival Method
20. 5,764,686 - Enhanced Time Of Arrival Method (CIP of 5,742,635)
21. 5,652,592 - Radio Location With Enhanced Z-Axis Determination
22. 08/485,007 - Direct Sequence Frequency Ambiguity Resolving Receiver (Group I)
23. 69502/96 - Direct Sequence Frequency Ambiguity Resolving Receiver (Australia)
24. 5,920,589 - Direct Sequence Spread Spectrum DSP System (CIP of Serial #08/485,007)
25. 715051 - Direct Sequence Spread Spectrum DSP System (Australia)
26. 5,999,561 - Direct Sequence Spread Spectrum Method, Computer-Based Product, Apparatus and System Tolerant to Frequency Reference Offset (Group I)
27. 5,717,406 - Enhanced Position Calculation (Group II)
28. 61531/96 - Enhanced Position Calculation (Australia)
29. 5,917,449 - Enhanced Position Calculation (Group III)
30. 09/276,729 - Enhanced Position Calculation (Group I)
31. 5,859,869 - Low Cost Binary Phase Shift Keying Modulation Transmitter System

Pending Patent Applications

1. 09/440,572 - Wireless Alarm System (CIP of 5,987,058)
2. PCT/US92/01988 - Binary Phase Shift Keying Modulation System and/or Frequency Multiplier
3. PCT/US93/05019 - Frequency Agile Radio
4. 2,200,711 - Enhanced Frequency Agile Radio (Canada)
5. PCT/US95/12150 - Enhanced Frequency Agile Radio
6. 09/432,258 - Enhanced Frequency Agile Radio (CIP of 6,031,883)
7. PCT/US95/04731 - Secure Fire/Security Sensor/Transmitter System
8. PCT/US95/02690 - Spread Spectrum Alignment Repositioning Method (RE-PO)
9. PCT/US96/12836 - Enhanced Time of Arrival Method
10. PCT/US96/09313 - Z-Axis Determination
11. Direct Sequence Frequency Ambiguity Resolving Receiver (Group II)
12. Direct Sequence Frequency Ambiguity Resolving Receiver (Group III)
13. Direct Sequence Frequency Ambiguity Resolving Receiver (Group IV)
14. Direct Sequence Frequency Ambiguity Resolving Receiver (Group V)
15. Direct Sequence Frequency Ambiguity Resolving Receiver (Group VI)
16. PCT/US96/09314 - Direct Sequence Frequency Ambiguity Resolving Receiver
17. 2,237,913 - Direct Sequence Spread Spectrum DSP System (Canada)
18. 2,223,504 - Direct Sequence Frequency Ambiguity Resolving Receiver (Canada)
19. PCT/US96/18721 - Direct Sequence Spread Spectrum DSP System (CIP of 5,920,589)
20. PCT/US98/10164 - Direct Sequence Spread Spectrum Method, Computer-Based Product, Apparatus and System Tolerant to Frequency Reference Offset
21. 09/359,441 - Direct Sequence Spread Spectrum Method, Computer-Based Product, Apparatus and System Tolerant to Frequency Reference Offset (Group II)
22. Direct Sequence Spread Spectrum Method, Computer-Based Product, Apparatus and System Tolerant to Frequency Reference Offset (Group III)
23. Direct Sequence Spread Spectrum Method, Computer-Based Product, Apparatus and System Tolerant to Frequency Reference Offset (Group IV)
24. Direct Sequence Spread Spectrum Method, Computer-Based Product, Apparatus and System Tolerant to Frequency Reference Offset (Group V)
25. Direct Sequence Spread Spectrum Method, Computer-Based Product, Apparatus and System Tolerant to Frequency Reference Offset (Group VI)
26. Direct Sequence Spread Spectrum Method, Computer-Based Product, Apparatus and System Tolerant to Frequency Reference Offset (Group VII)
27. Direct Sequence Spread Spectrum Method, Computer-Based Product, Apparatus and System Tolerant to Frequency Reference Offset (Group VIII)
28. Direct Sequence Spread Spectrum Method, Computer-Based Product, Apparatus and System Tolerant to Frequency Reference Offset (Group IX)
29. PCT/US96/09012 - Enhanced Position Calculation
30. 2,223,537 - Enhanced Position Calculation (Canada)
31. 08/769,138 - Power Spectral Density Techniques
32. PCT/US97/23296 - Power Spectral Density Techniques
33. PCT/US99/14146 - Narrow Band Interference Rejecting Spread Spectrum Radio System and Method

Marc L. Reed, 101 West Robert E. Lee Blvd., Suite 202, New Orleans, LA 70124

United States of America
FEDERAL COMMUNICATIONS COMMISSION
EXPERIMENTAL
SPECIAL TEMPORARY AUTHORIZATION

EXPERIMENTAL

(Nature of Service)

XD FX

(Class of Station)

WA9XFU

(Call Sign)

0197-EX-ST-2000

(File Number)

NAME Axon Corporation

This Special Temporary Authorization is granted upon the express condition that it may be terminated by the Commission at any time without advance notice or hearing if in its discretion the need for such action arises. Nothing contained herein shall be construed as a finding by the Commission that the authority herein granted is or will be in the public interest beyond the express terms hereof.

This Special Temporary Authorization shall not vest in the grantee any right to operate the station nor any right in the use of the frequencies designated in the authorization beyond the term hereof, nor in any other manner than authorized herein. Neither the authorization nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This authorization is subject to the right of use of control the Government of the United States conferred by Section 706 of the Communications Act of 1934.

Special Temporary Authority is hereby granted to operate the apparatus described below:

Purpose Of Operation:

Testing of equipment designed for the 218-219 MHz band for private or commercial use.

Station Locations

- (1) Metairie, LA - NL 30-01-08; WL 90-09-23
- (2) New Orleans, LA MSA
- (3) New Orleans, LA - NL 29-55-12; WL 90-01-29

Frequency Information

Metairie, LA - NL 30-01-08; WL 90-09-23

Frequency	Station Class	Emission Designator	Authorized Power	Frequency Tolerance (+/-)
218.5-219 MHz	FX	30K0F1D	20 W (ERP)	

New Orleans, LA MSA

Frequency	Station Class	Emission Designator	Authorized Power	Frequency Tolerance (+/-)
218.5-219 MHz	FX	30K0F1D	2 W (ERP)	

This authorization effective June 15, 2000 and
will expire 3.00 A.M. EST December 15, 2000

FEDERAL
COMMUNICATIONS
COMMISSION

