

11-13-2000

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

101514052

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

<b>Submission Type</b>		<b>Conveyance Type</b>	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____	<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____	<input type="checkbox"/> Corrective Document Reel # _____ Frame # _____	<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment
		<input type="checkbox"/> Merger	Effective Date Month Day Year <input type="text" value="01/07/2000"/>
		<input type="checkbox"/> Change of Name	
		<input type="checkbox"/> Other _____	

**Conveying Party**  Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**Receiving Party**  Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**TRADEMARK**  
**REEL: 002172 FRAME: 0880**

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**  Mark if additional numbers attached

Enter either the Trademark Application Number *or* the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75893571"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1493954"/>	<input type="text" value="1817836"/>	<input type="text" value="1398383"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="964057"/>	<input type="text" value="974545"/>	<input type="text" value="2005282"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1489981"/>	<input type="text" value="771076"/>	<input type="text" value="1837781"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

*FRANK G. LONG*

Name of Person Signing

Signature

*11/05/00*

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name Atlas.Soundolier.com, Corp.

11/01/2000

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization Delaware

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name Atlas Soundolier, LP

DBA/AKA/TA Atlas Sound, LP

Composed of

Address (line 1) 1601 Jack McKay Blvd.

Address (line 2)

Address (line 3) Ennis Texas 75119  
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization Texas

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)


Registration Number(s)

1159700	1884665	1952400
1896809	1946013	1100082
1400199		

**ORIGINAL****ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (this "Assignment") is made this 7<sup>th</sup> day of January, 2000, by Atlas.Soundolier.Com, Corp., a Delaware corporation ("Assignor"), to Atlas Soundolier, L. P., a Texas Limited Partnership ("Assignee").

WHEREAS, Assignor owns and is using in the Business known as Atlas Sound the Marks and Other Intellectual Property (as hereinafter defined); and

WHEREAS, Assignor and Assignee have entered into that certain Agreement For Purchase and Sale of Assets and Assignment of Trademark Rights dated January 7, 2000, providing for the purchase by Assignee of the tangible and intangible property, goodwill and going-concern value of the business, identified as Atlas Sound (the "Business");

NOW, THEREFORE, for an in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

6. The "Marks" shall mean all trademarks, service marks, trade names and trade dress of the Business, including but not limited to those listed in the attached Schedule A.
7. The "Other Intellectual Property" shall mean all patents and patent applications, including but not limited to those listed in the attached Schedule B, as well as all copyrights, unpatented inventions, published and/or unpublished research, expertise, proprietary information, trade secrets, creations, developments, movements, works of authorship, technology, works, circuits, layouts, algorithms, computer programs, databases, compilations of data (whether or not copyrighted or copyrightable), formulas, compositions, ideas, drawings, specifications, designs, processes, techniques, improvements, data, know-how and any and all other intellectual property rights owned by Assignor and all copies and tangible embodiments of the foregoing.
8. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, absolutely and forever the entire right, title and interest, whether statutory or at common law, in and to the Marks, together with goodwill of the business symbolized by them throughout the world and such other trademarks, service marks, trade names and trade dress as may be owned by Assignor and used in connection with the Marks, and all registrations and pending applications therefor, in the United States of America, its territories and possessions, and foreign countries listed in Schedule A, together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.
9. Assignor hereby sells, assigns, conveys and transfers unto Assignee all right, title and interest in, to and under the Other Intellectual Property together with the entire right, title and interest in and to all continuations, divisions, renewals, extensions, derivative works or other derivations of the Other Intellectual property and all rights and privileges granted and secured thereby, including, without limitation, the right to sue and recover for any past or continuing infringement or misappropriation of the Other Intellectual Property, as well as the right to seek any and all remedies available at law or in equity
10. All right, title and interest in the Marks and Other Intellectual Property shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns and

other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and not been made. Without limitation to the foregoing, Assignor assigns with the Marks and Other Intellectual Property all associated income, royalties, damages and payments due from or payable by any third party (including, without limitations, damages and payments for past, present, or future infringements or misappropriations thereof) and any and all corresponding rights that, not or hereafter, may be secured throughout the world.

- 11. The Commissioner of Patents and Trademarks of the United States is requested to issue to the Assignee the Certificates of Registration for the following United States Mark: LITTLE BIG HORN (s/n 75/893571).
- 12. Assignor agrees to execute further papers and to do such other acts as may be necessary and proper to vest full title in and to the Marks and Other Intellectual Property in the Assignee.
- 13. The Assignor agrees and undertakes that it will not facilitate or assist any other person to: (1) challenge the validity of this assignment; (2) oppose or otherwise, challenge any application for or registration of the Marks and Other Intellectual Property in the U. S. or any other country in the name of the Assignee; (3) challenge the Assignee's rights to use, license or otherwise deal with the Marks and Other Intellectual Property in the U. S. or any other country; and (4) use the Marks (or any substantially identical or deceptively similar trade mark) and the Other Intellectual Property in the U. S. or any other country, after the date of this Assignment, unless Assignor has the express, written authorization of the Assignee to do so.
- 14. Assignor hereby represents and warrants that it has full right to convey the entire right, title and interest in the Marks and Other Intellectual Property herein assigned.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed and delivered as of November 1, 2000.

ATLAS. SOUNDOLIER. COM, CORP.,  
a Delaware Corporation

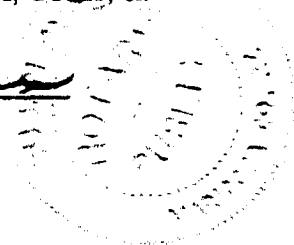
BY: *William Lavarney*  
WILLIAM LAVARNWAY, CHIEF FINANCIAL OFFICER

CORPORATION ACKNOWLEDGMENT

STATE OF ARIZONA  
COUNTY OF *Maricopa*

This instrument was acknowledged before me on the *1<sup>st</sup>* day of *November*, 2000, by WILLIAM LAVARNWAY, CHIEF FINANCIAL OFFICER of ATLAS. SOUNDOLIER. COM, CORP., on behalf of said corporation.

*Susan Pappas*  
NOTARY PUBLIC/STATE OF ARIZONA  
My Commission Expires 4/28/04



**SCHEDULE A**

<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>SERIAL OR REGISTRATION No.</b>	<b>APPLICATION OR REGISTRATION DATE</b>
LITTLE BIG HORN	USA	75/893571	01/10/00
"AP Series" Design	USA	1,493,954	06/28/99
ATLAS SOUND	USA	0,964,057	07/17/73
ATLAS SOUNDOLIER & Design	USA	1,489,981	05/31/88
ATLAS SOUND & Design	USA	1,837,781	05/31/94
"Flying A" Design	USA	1,884,665	03/21/95
GOLDLINK	USA	1,896,809	05/30/95
THE MASKER	USA	1,100,082	08/22/78
OMNI-PURPOSE	USA	1,398,383	06/24/86
PAGE KOM	USA	0,974,545	12/11/73
SOUNDOLIER	USA	0,771,076	06/09/64
SOUNDOLIER	USA	1,159,700	07/07/81
SMARTBUS	USA	1,952,400	01/30/96
SUBCENTER	USA	1,946,013	01/02/96
VARI-TAP	USA	1,400,199	07/08/86
VOICE/TONE	USA	1,817,836	01/25/94
WHISPER TOUCH	USA	2,005,282	10/01/96
ATLAS SOUNDOLIER and device	Australia	544,221	10/19/90
ATLAS SOUNDOLIER	Australia	544,222	10/19/90
ATLAS SOUND and design	Canada	TMA431,558	08/05/94
ATLAS SOUNDOLIER and design	Canada	TMA403,820	10/23/92
SOUNDOLIER	Canada	TMA133,065	10/11/63

**ORIGINAL**

**Bill of Sale**

Date: January 7, 2000

Seller: ATLAS.SOUNDOLIER.COM,CORP.

Seller's Mailing Address: 1601 Jack McKay Blvd., Ennis, Ellis County, Texas 75119

Buyer: ATLAS SOUNDOLIER, L.P. (to be know as ATLAS SOUND, L.P.)

Buyer's Mailing Address: 1601 Jack McKay Blvd., Ennis, Ellis County, Texas 75119

Consideration: TEN AND NO/100 (\$10.00) DOLLARS and in performance of that one certain AGREEMENT FOR PURCHASE AND SALE OF ASSETS AND ASSIGNMENT OF TRADEMARK RIGHTS dated January 7, 2000

Transferred Properties: SEE EXHIBIT "A" ATTACHED


Reservations from Transfer: None

Exceptions to Transfer and Warranty: None

Seller, for the Consideration and subject to the Reservations from Transfer and the Exceptions to Transfer and Warranty, sells, transfers, and delivers the Transferred Properties to Buyer, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Buyer and Buyer's heirs, successors, and assigns forever. Seller binds Seller and Seller's heirs and successors to warrant and forever defend all and singular the Transferred Properties to Buyer and Buyer's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Seller but not otherwise, except as to the Reservations from Transfer and the Exceptions to Transfer and Warranty.

When the context requires, singular nouns and pronouns include the plural.

ATLAS. SOUNDOLIER. COM, CORP.

BY:   
WILLIAM LAVARNWAY, CHIEF FINANCIAL OFFICER

STATE OF ARIZONA  
COUNTY OF Maricopa

This instrument was acknowledged before me on the 1<sup>st</sup> day of November, 2000, by WILLIAM LAVARNWAY, CHIEF FINANCIAL OFFICER of ATLAS. SOUNDOLIER. COM, CORP., on behalf of said corporation.

  
NOTARY PUBLIC/STATE OF ARIZONA  
My Commission Expires 4/28/04



**MORRISON & HECKER L.L.P.**  
**ATTORNEYS AT LAW**

2800 North Central Avenue, Suite 1600  
Phoenix, Arizona 85004-1047  
Telephone (602) 279-1600  
Telefax (602) 240-6925

Rhonda K. Snyder  
Direct Dial: (602) 212-8535  
E-Mail: rksnyder@moheck.com

November 3, 2000

**VIA EXPRESS MAIL – EK242218239US**

Commissioner for Patents and Trademarks  
BOX ASSIGNMENTS  
Washington, DC 20231

Re: Mitek Corporation – Atlas Sound, LP  
File: 66617-0025

Dear Sir or Madam:

Enclosed you will find the following:

1. Recordation Form Cover Sheet;
2. First page and signature page of Purchase Agreement between Atlas.Soundolier.com, Corp. and Atlas Soundolier, L.P.;
3. Assignment of Intellectual Property Rights and Schedule A;
4. Check in the amount of \$440 to cover the recordation fee; and
5. Return postcard.

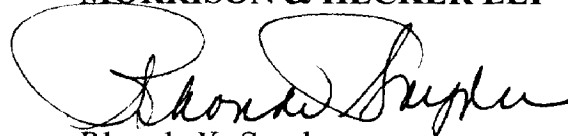
Please process this recordation at your earliest convenience. Also, please return the enclosed prepaid self-addressed postcard as received.

*If you find our check deficient in any way, please withdraw necessary funds from our Deposit Account No. 501383.*

If you need anything further or have any questions, please do not hesitate to contact me.

Very truly yours,

**MORRISON & HECKER LLP**



Rhonda K. Snyder  
Legal Assistant

Enclosures

::ODMA\PCDOCS\PHXDOCS\113422\1



**ORIGINAL**

**DATE:** JANUARY 7, 2000  
EFFECTIVE DATE

**SELLER:** ATLAS. SOUNDOLIER.COM. CORP., a Delaware Corporation  
1601 Jack McKay Blvd.  
Ennis, Texas 75119

**BUYER:** ATLAS SOUNDOLIER L.P. (to be later known as Atlas Sound L.P.)  
A Texas Limited Partnership  
1601 Jack McKay Blvd.  
Ennis, Texas 75119

**AGREEMENT FOR PURCHASE AND SALE OF ASSETS  
AND ASSIGNMENT OF TRADEMARK RIGHTS**

STATE OF TEXAS  
COUNTY OF ELLIS

This agreement is made on January 7, 2000, by ATLAS SOUNDOLIER L.P. with its principal office located in Ennis, Texas ("Buyer"), and ATLAS. SOUNDOLIER. COM, CORP. in Ennis, Texas ("Seller").

**ARTICLE I. PURCHASE AND SALE**

1.01 In consideration of the mutual promises and conditions contained in this agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, on the terms, conditions, warranties and representations set forth in this Agreement:

- (a) the business owned by Seller, being conducted under its trade name of ATLAS SOUND, located at 1601 Jack McKay Blvd., Ennis, Texas ("the Business");
- (b) all of the stock in trade, inventory, and merchandise of the Business as described in Exhibit "A" attached to this agreement;
- (c) all of the fixtures, equipment, and other tangible assets of the Business as shown on attached Exhibit "B";
- (d) all land, buildings and improvements where the Business is located;
- (e) all the trade, business name, goodwill, and other tangible or intangible assets of the Business.

**ARTICLE II. AMOUNT OF PURCHASE PRICE**

2.01 The total purchase price to be paid by Buyer to Seller for all the properties, assets and rights of the Business described in this Agreement ("Purchase Price") shall be \$22,257,685.00.

2.02 The Purchase Price is allocated as follows:

\$ 8,362,346.00 Inventory

to Buyer: ATLAS SOUNDOLIER, L.P.  
1601 Jack McKay Blvd.  
Ennis, Texas 75119

A party may change the address for notice by giving notice of such change to the other party in writing.

SIGNED, ACCEPTED, AND AGREED TO on November 1, 2000, by the undersigned parties, who acknowledge that they have read and understand this Agreement and the Attachments and Schedules to it and the they execute this legal document voluntarily and of their own free will.

Respectfully submitted,

BUYER:

ATLAS SOUNDOLIER, L.P.  
By Its General Partner  
THUNDER VALLEY CORPORATION

BY: [Signature]  
WILLIAM LAVARNWAY, CHIEF FINANCIAL OFFICER

SELLER:

ATLAS. SOUNDOLIER. COM, CORP.

BY: [Signature]  
WILLIAM LAVARNWAY, CHIEF FINANCIAL OFFICER

STATE OF ARIZONA  
COUNTY OF Maricopa

This instrument was acknowledged before me on the 1<sup>st</sup> day of November 2000, by WILLIAM LAVARNWAY, CHIEF FINANCIAL OFFICER of THUNDER VALLEY CORPORATION, on behalf of said corporation and in the capacity herein stated.

[Signature]  
NOTARY PUBLIC/STATE OF ARIZONA  
My Commission Expires 4/28/04

STATE OF ARIZONA  
COUNTY OF Maricopa

This instrument was acknowledged before me on the 1<sup>st</sup> day of November 2000, by WILLIAM LAVARNWAY, CHIEF FINANCIAL OFFICER of ATLAS. SOUNDOLIER. COM, CORP., on behalf of said corporation.

[Signature]  
NOTARY PUBLIC/STATE OF ARIZONA  
My Commission Expires 4/28/04