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U.S. Patent & TMOfc/TM Mail Rcpt Dt. #64

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Clifford Electronics, Inc.

Execution Date
Month Day Year
7-6-00

Formerly _____

2211954

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of receiving parties attached

Name Directed Electronics, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) One Viper Way

Address (line 2) _____

Address (line 3) Vista CA 92083

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 California

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: 002174 FRAME: 0656

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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2211958"/>	<input type="text" value="2213734"/>	<input type="text" value="1674046"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Darrell E. Issa

15 Aug 02

Name of Person Signing

Signature

Date Signed

U.S. TRADEMARK ASSIGNMENT

THIS U.S. TRADEMARK ASSIGNMENT (this "Assignment") is dated as of July 6, 2000, by and between Clifford Electronics, Inc. (the "Assignor") and Directed Electronics, Inc., a corporation with its principal offices located at One Viper Way, Vista, California 92083, United States of America ("the Assignee"), in favor of Assignee.

WHEREAS, Assignor owns the U.S. trademark registrations identified on Schedule A attached hereto (the "Trademarks") and the goodwill of the business associated therewith and any causes of action relating thereto;

WHEREAS, it is the intention of the parties that Assignor should assign to Assignee the Assignor's right, title and interest in and to the Trademarks in connection with and as a condition to the consummation of the Asset Purchase Agreement between the Assignor, and Assignee dated May 11, 2000;

WHEREAS, Assignor and Assignee desire to confirm such assignment pursuant to this Assignment;

NOW THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, and intending to be legally bound, Assignor does hereby assign, transfer and deliver to Assignee the entire right, title and interest of Assignor in and to the Trademarks, including all common law rights connected therewith, together with the goodwill associated therewith, the registrations therefor and the right to sue and collect damages for the past infringement, in each case, free and clear of all liens, security interests and encumbrances and forever defends valid and indefeasible title in and to the Trademarks and such rights and goodwill.

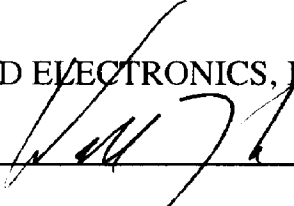
Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks to record Assignee as the owner of the Trademarks and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future certificates, notices and any other documents bearing on the Trademarks.

This instrument shall insure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment on the date first above written.

CLIFFORD ELECTRONICS, INC.

By:  _____

Print Name: Will Franklin

Title: President

DIRECTED ELECTRONICS, INC.

By:  _____

Print Name: Gary Wilfert

Title: Interim Chief Financial Officer

SCHEDULE A

<u>MARK</u>	<u>REGISTRATION NUMBER</u>
CallGuard™	1,745,072
Clifford™	1,674,046
CliffAlarm™	1,386,850
IMS™	1,388,987
Virtualink™	2,213,734
Virtualkey™	2,211,958

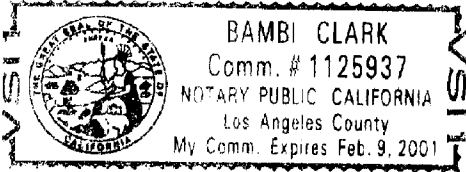
STATE OF)
) SS:
COUNTY OF)

On this 6th day of July, 2000, before me personally appeared Will Franklin, known to me to be the President of Clifford Electronics, Inc. and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

SEAL

Notary Public: Bambi Clark

My commission expires: 2/9/2001



STATE OF
COUNTY OF

)
) SS:
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On this 6th day of July, 2000, before me personally appeared Gary Wilfert, known to me to be the Interim Chief Financial Officer of Directed Electronics, Inc. and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

SEAL

Notary Public *Bambi Clark*

My commission expires: 2/9/01

