

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

04-12-2001



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

MAR 28 2001

3-78-01

**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
  - Merger
  - Change of Name
  - Other
- Effective Date  
Month Day Year

**Conveying Party**

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

1649956

- 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

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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: 002269 FRAME: 0006**

**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)**

**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

03/26/01

Date Signed

# ASSET PURCHASE AGREEMENT

THIS AGREEMENT, entered into as of February 9, 2001, is by and among Mitek Corporation, an Illinois corporation ("Buyer"), Esoteric Audio USA, Inc., a Georgia corporation ("Seller") and Jerry Awbrey (the "Shareholder").

## RECITALS

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, certain of the assets of the Wire Business upon the terms and conditions set forth below; and

WHEREAS, the Shareholder owns all of the issued and outstanding capital stock of the Seller.

## AGREEMENTS

In consideration of the aforementioned premises and the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### **ARTICLE I**

#### **Agreement to Sell and Purchase Assets**

Section 1.1 The Assets. Upon the terms and subject to the conditions herein set forth, at the Closing, Seller will sell, transfer, assign and deliver to Buyer, free and clear of all Encumbrances, and Buyer will purchase and accept delivery of the following assets of the Wire Business (herein collectively referred to as the "Assets"):

(a) all inventories, supplies, raw materials, manufactured or purchased parts, work-in-process, finished goods, products under research and development, samples, office and other supplies, parts, packaging materials and all other accessories related to any of the foregoing, including any of the foregoing which have been purchased subject to any conditional sales or title retention agreement in favor of any other Person, together with all rights against suppliers of such inventories ("Inventory");

(b) all fixtures, equipment (excluding wire extrusion equipment), tools, dies, jigs, molds, machinery, spare parts and supplies and all other tangible personal property, including any of the foregoing which have been purchased subject to any conditional sales or title retention agreement in favor of any other Person ("Tangible Personal Property");

as indicated on the Disclosure Schedule, all of such Licenses are transferable to Buyer and will be transferred to Buyer at the Closing.

(g) Intellectual Property. Seller owns or has the right to use all Intellectual Property necessary to conduct the Wire Business as now conducted. The Disclosure Schedule contains a complete and accurate list and full description of each item of Intellectual Property owned by the Seller or the Shareholder which is used in the Wire Business, together with the owner thereof if other than the Company and, in the case of registered Intellectual Property: the (i) applicable registration number; (ii) filing, registration, issue or application date; (iii) record owner; (iv) country; (v) title or description; and (vi) to the knowledge of Seller and Shareholder, the remaining life. In addition, the Disclosure Schedule identifies whether each item of Intellectual Property is owned by Seller or the Shareholder or possessed and used by Seller under any Contract. Seller represents and warrants that: (x) the Intellectual Property protected or arising under the laws of the United States or any state or political subdivision thereof constitutes valid and enforceable rights and, to Seller's knowledge, does not infringe or conflict with the rights of any other Person, and (y) to the knowledge of Seller and Shareholder, the Intellectual Property protected or arising under the laws of any foreign country or any political subdivision thereof constitutes valid and enforceable rights, and to Seller's knowledge, does not infringe or conflict with the rights of any other Person. There is neither pending, nor to the knowledge of Seller or Shareholder, threatened, any Legal Proceeding contesting the validity or right of Seller or the Shareholder to use any of the Intellectual Property, and neither Seller nor the Shareholder has received any notice of infringement upon or conflict with any asserted right of others nor is there a basis for such a notice or Legal Proceeding. Except as otherwise provided in the Disclosure Schedule, to the Shareholder's knowledge, no Person is infringing upon the Seller's or the Shareholder's rights to the Intellectual Property. Except as otherwise provided in the Disclosure Schedule, the Seller does not have any obligation to compensate others for the use of any Intellectual Property nor to do they have any such obligation. In addition, except as otherwise provided on the Disclosure Schedule, neither Seller nor the Shareholder has granted any license or other right to use, in any manner, any of the Intellectual Property, whether or not requiring the payment of royalties.

(h) Contracts. The Disclosure Schedule lists all Contracts to which Seller is a party, subject to or bound by or to which the Shareholder is a party, subject to or bound by relating to the Wire Business. Seller has delivered to Buyer a correct and complete copy of each written agreement listed in the Disclosure Schedule and a written summary setting forth the material terms and conditions of each oral Contract referred to in the Disclosure Schedule. With respect to each such Contract, except as set forth in the Disclosure Schedule: (i) such Contract is legal, valid, binding, enforceable, and in full force and effect, (ii) Seller is not and no party other than Seller is in breach or default, and, to Seller's knowledge, no event has occurred which with notice or lapse of time would constitute a breach or default, or permit termination, modification, or acceleration, under such Contract and (iii) Seller has not and to Seller's knowledge, no party other than Seller has repudiated any provision of such Contract.

(i) Inventory. The Inventory is all located at Premises in the amounts indicated in Schedule A and is valued at the lower of cost or market. A complete and accurate list of all Inventory as of February 8, 2001 and as of the Closing is and will be attached to Schedule A.

"Bank" has the meaning specified in Section 2.2 of this Agreement.

"Buyer" has the meaning specified in the first paragraph of this Agreement.

"Buyer Indemnitees" has the meaning specified in Section 9.1 of this Agreement.

"Closing" has the meaning specified in Section 4.1 of this Agreement.

"Code" means the Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended and supplemented from time to time, or any successors thereto.

"Consulting Agreement" means the Consulting Agreement in the form attached hereto as Exhibit A.

"Contract" means, with respect to any Person, any indentures, indebtedness, contracts, leases, agreements, instruments, licenses, undertakings and other commitments, whether written or oral, to which such Person is a party or by which such Person or such Person's properties are bound.

"Court Order" means any judgment, order, award or decree of any foreign, federal, state, local or other court or tribunal or any administrative body and any award in any arbitration proceeding.

"Encumbrance" means any lien (including any Tax lien), claim, encumbrance, charge, security interest, mortgage, pledge, easement, option, conditional sale or other title retention agreement, defect in title, covenant or any other similar restriction of any kind or nature.

"Environmental Law" means all Requirements of Law relating to or addressing the environment, health or safety (including occupational health and safety), including but not limited to the Clean Air Act (42 U.S.C. § 7401 et seq.), Clean Water Act (42 U.S.C. § 1251 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.), the Occupational Safety and Health Act (29 U.S.C. §§651 et seq.) and the Resource Conservation and Recovery Act (42 U.S.C. §§6901 et seq.), as amended and any successor statutes thereto and all regulations adopted thereunder and any state equivalent or counterpart thereof, whether now existing or hereafter adopted or amended.

"Excluded Liabilities" has the meaning set forth in Article III.

"Governmental Body" means any foreign, federal, state, local or other governmental authority or regulatory body.

"Intellectual Property" means all of the following owned by, issued to, or licensed to Seller or the Shareholder in connection with the operation of the Wire Business, along with all associated goodwill, income, royalties, damages and payments due from or payable by any third party (including, without limitation, damages and payments for past, present, or future infringements or misappropriations thereof), all other associated rights (including, without

limitation, the right to sue and recover for past, present, or future infringements or misappropriations thereof), and any and all corresponding rights that, now or hereafter, may be secured throughout the world: (i) patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice) and any reissues, continuations, continuations-in-part, divisions, extensions or reexaminations thereof; (ii) trademarks, service marks, trade dress, logos, slogans, trade names, Internet domain names (including without limitation the names "Esoteric Audio USA", "StreetWires", "GoldQuest", and "Tiff Electronics" and the Internet domain name "eau.com", all of which are owned by the Seller), and any derivation of any of the foregoing and all registrations and applications for registration thereof, together with all goodwill associated therewith; (iii) copyrights and works of authorship, and all registrations and applications for registration thereof; (iv) data, data bases and related documentation; (v) trade secrets, confidential information, and proprietary data and information including, without limitation, compilations of data (whether or not copyrighted or copyrightable); (vi) ideas, formulae, compositions, blends, processes, know-how, processes and techniques, research and development information, drawings, specifications, designs, plans, improvements, proposals, technical data, financial and accounting data, business and marketing plans, and customer and supplier lists and related information; and (vii) all copies and tangible embodiments of the foregoing (in whatever form or medium).

"Inventory" has the meaning specified in Article I of this Agreement.

"IRB" has the meaning specified in Section 1.2 of this Agreement.

"Legal Proceeding" shall mean any action, suit, arbitration, claim or investigation by or before any Governmental Body, any arbitration or alternative dispute resolution panel, or any other legal, administrative or other proceeding.

"Licenses" has the meaning specified in Article I of this Agreement.

"Loss" and "Losses" have the meanings specified in Section 9.1 of this Agreement.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or Governmental Body.

"Premises" means the Seller's places of business located at 44 Pearl Pentecost Road, Winder, Georgia 30680, and 237 East Athens Street, Winder, Georgia 30680.

"Purchase Price" has the meaning specified in Section 2.1 of this Agreement.

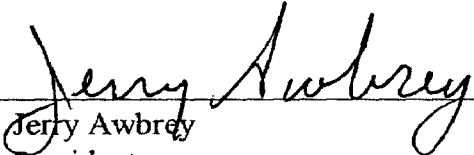
"Releases" any spilling, leaking, pumping, pouring, emitting, discharging, injecting, escaping, leaching, dumping, disposing or dispersion into the environment, including the movement of material through or in the air, soil, surface water or groundwater, and the abandonment or discarding of drums, barrels, containers, and other receptacles.

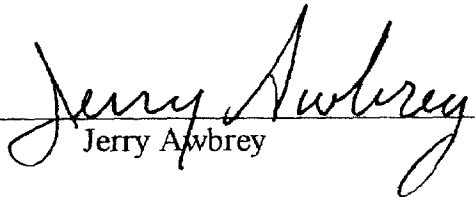
IN WITNESS WHEREOF, each of Buyer and Seller have caused this Agreement to be executed and delivered on its behalf by its officers thereunto duly authorized and the Shareholder has executed and delivered this Agreement, all as of the day and year first above written.

**MITEK CORPORATION**

By: \_\_\_\_\_

**ESOTERIC AUDIO USA, INC.**

By: \_\_\_\_\_  
Jerry Awbrey  
President

\_\_\_\_\_  
Jerry Awbrey

Asset Purchase Agreement

**DISCLOSURE SCHEDULE**  
**ATTACHMENT 6.1(g)**



PATENT NO.	TRADEMARK NO.	SERIAL NO.	PATENT ISSUE DATE	FILING/REG. DATE	RECORD OWNER/TYPE	COUNTRY	TITLE OR DESCRIPTION	REMAINING LIFE:
D402260			12/8/1998		Seller/Patent	USA	Battery Terminal Connector	
D399487			13-Oct-98		Seller/Patent	USA	Battery Terminal Mount	
5,877,609			2-Mar-99		Seller/Patent	USA	Battery with Multi-Connection Terminals and Integral Fuse	
5,011,438			30-Apr-91		Seller/Patent	USA	Method for Manufacturing Improved Electrical Connector	
D-404,707			26-Jan-99		Seller/Patent	USA	BUS BARS	January 26, 2013
D-425,023			16-May-00		Seller/Patent	USA	Electrical Connector	
D-403,302			29-Dec-98		Seller/Patent	USA	Electrical Connector	29-Dec-12
D-411,983		29/110013		25-Aug-99	Seller/Patent	USA	Electrical Connector	
			July 13, 1998		Seller/Patent	USA	Electrical Connector	July 13, 2013
D-405,420		87302948		March 11, 2000	Seller/Patent	ROC	Design-Distribution Block	
			9-Feb-99		Seller/Patent	USA	Distribution Block	9-Feb-13
		54136/96		April 24, 1996	Seller/Patent	Australian	Damping Sound	April 24, 2016
		9705169-2		February 22,	Seller/Patent	Sweden	Damping Sound	
D-403,304			29-Dec-98		Seller/Patent	USA	Expandable Power Block	December 29, 2012
D-406,111			23-Feb-99		Seller/Patent	USA	Fuse Block	Feb. 23, 2012
D-408,368			20-Apr-99		Seller/Patent	USA	Fuse Block	20-Apr-13
67418		87302949		11-Mar-00	Seller/Patent	ROC	Fuse Block	March 10, 2001
D-406,569			9-Mar-99		Seller/Patent	USA	In Line Fuse Holder	9-Mar-13
		75212257		12/13/96(filed)	Seller/Trademark	USA	ULTRA CABLE	Resp. to Office Action-due 4/10/01
	2123503			12/23/1997	Seller/Trademark	USA	MUSICA	
		75/788090		8/30/99(filed)	Seller/Trademark	USA	PHASE FLOW	Waiting on Notice of Allowance
	2428452			2/6/2001	Seller/Trademark	USA	PHASE PERFECT	
	2377419			August 15, 2000	Seller/Trademark	USA	ACCU-IMAGE	August 15, 2010
	1730265			November 3, 1992	Seller/Trademark	USA	CONNECTOLOGY	November 3, 2006
	2201980			3-Nov-98	Seller/Trademark	USA	CRYSTALFLEX	3-Nov-08
		75/776829		August 16, 1999(filed)	Seller/Trademark	USA	DATA PROTECT	Final Refusal - 10/31/00
	2198100			20-Oct-98	Seller/Trademark	USA	ELECTRIC ATTITUDE	Oct. 20, 2008
	1649956			July 9, 1991	Seller/Trademark	USA	ESOTERIC AUDIO USA	July 9, 2001
		75/773116		August 11, 1999(filed)	Seller/Trademark	USA	FLEX SHIELD	Resp. due 3-5-01
		75/509455		June 26, 1998(filed)	Seller/Trademark	USA	GREAT AMERICAN SOUND	Temp. Suspended
		75/776834		August 16, 1999(filed)	Seller/Trademark	USA	HYPER FIBER	
		75/773112		8/11/1999(filed)	Seller/Trademark	USA	HYPER TWIST	Waiting on Notice of Allowance
	2379350			22-Aug-00	Seller/Trademark	USA	IMAGE FLOW	
	2377418			15-Aug-00	Seller/Trademark	USA	IMAGE PERFECT	
		75/773011		August 11, 1999(filed)	Seller/Trademark	USA	INTELLI-CONNECT	Temp. Suspended
	2189030			6/30/1998	Seller/Trademark	USA	INTER-LOK	6/30/2008
	2307322			1/11/2000	Seller/Trademark	USA	"E"	
	2307323			1/11/2000	Seller/Trademark	USA	"E"	
	1974094			5/14/1996	Seller/Trademark	USA	GOLDQUEST	
	2155184				Seller/Trademark	USA	NOISEKILLER	Assigned from Audioform AB- Assignment not filed
		75/773437		8/11/1999(filed)	Seller/Trademark	USA	POLY FLEX	Abandoned-8/11/00
	2210829			12/15/1998	Seller/Trademark	USA	POWER RING	
	2201981			11/3/1998	Seller/Trademark	USA	POWER STATION	11/3/2008
	2360995			6/27/2000	Seller/Trademark	USA	POWER STREAM	6/27/2010
		75/776828		8/16/1999(filed)	Seller/Trademark	USA	PRECISION FOCUS	
	2379352			8/22/2000	Seller/Trademark	USA	RESOLUTION	
	2391449			10/3/2000	Seller/Trademark	USA	PERFECT	
	2377422			8/15/2000	Seller/Trademark	USA	SERPENTINE CUT	
	1534098			4/11/1988	Seller/Trademark	USA	SHC	
	2147368			3/31/1998	Seller/Trademark	USA	STREETWIRES	
	2029685			1/14/1997	Seller/Trademark	USA	SUPER CABLE	
	2379351			8/22/2000	Seller/Trademark	USA	TIFF	
		75/773113		8/11/1999	Seller/Trademark	USA	TOTAL FIT	
	2165348			6/16/1998	Seller/Trademark	USA	TRUE 75	Resp.- Office Action Due 5/6/01
		75/773008		8/11/1999	Seller/Trademark	USA	TRI-SPADE	6/16/2008
	2160090			5/26/1998	Seller/Trademark	USA	ULTRA-GRAIN	
	2123679			12/23/1997	Seller/Trademark	USA	ULTRA-FLOW	
					Seller/Trademark	USA	ZERO NOISE	
DOMAIN NAMES:								
EAU.COM								