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Form PTO-1594

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FINANCE SECTION

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

ANES, INC.
1000 E. Whitcomb
Madison Heights, MI 48071

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 3/15/2002

2. Name and address of receiving party(ies)

Name: CODE SYSTEMS, INC.

Internal

Address:

Street Address: 150 Marcus Blvd.

City: Hauppauge State: NY Zip: 11788

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 861,914

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: LARRY N. STOPOL, ESQ.

Internal Address: LEVY & STOPOL, LLP

Street Address: EAST TOWER, 14TH FLOOR

190 EAB Plaza

City: Uniondale State: NY Zip: 11556-0190

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

501238

DO NOT USE THIS SPACE

9. Signature.

LARRY N. STOPOL

Name of Person Signing

Signature

April 8, 2002

Date

7

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

04/23/2002 TDIAZ1 00000183 501238 861914

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TRADEMARK
REEL: 002489 FRAME: 0575

TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

This TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is effective on the 15th day of March, 2002 by and between Anes, Inc., a Michigan corporation ("Assignor") and Code Systems, Inc., a Delaware corporation ("Assignee").

WHEREAS, pursuant to an Asset Purchase Agreement of even date herewith by and among Code-Alarm, Inc., a Michigan corporation, which is the parent of Assignor ("Parent"), and Assignee (the "Purchase Agreement"), Assignee agreed to purchase substantially all of the assets of Parent;

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to irrevocably assign to Assignee Assignor's entire right, title and interest, if any, in and to the trademarks listed on Exhibit A attached hereto (the "Trademarks");

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement and intending to be legally bound hereby, the parties hereto agree as follows:

1. Assignor hereby irrevocably assigns and transfers to Assignee and Assignee hereby accepts and assumes all of Assignor's right, title and interest, if any, in and to the Trademarks listed on Exhibit A, together with the goodwill associated therewith and symbolized thereby, and any registrations thereof and applications therefor, if there may be any.

2. Assignee has reviewed Exhibit A and understands that the information on such Exhibit is accurate only to the Assignor's knowledge without independent investigation by Assignor as to such accuracy.

3. The Assignee and the Assignee's attorney have had the opportunity to conduct due diligence and obtain information as deemed necessary by Assignee and Assignee's attorney in connection with the purchase of the Trademarks and have had the opportunity to have representatives of the Assignor answer any questions deemed relevant by the Assignee and its attorneys, if any, and all such questions have been answered and all requested information has been provided to the Assignee's full satisfaction. The Assignee is satisfied that it has received adequate information with respect to all matters that the Assignee or Assignee's counsel consider material to the Assignee's decision to enter into this Assignment.

4. ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE TRADEMARKS, INCLUDING WITHOUT LIMITATION, ANY OF THE FOLLOWING: (A) ASSIGNOR'S OWNERSHIP OF ANY PART OF THE RIGHT, TITLE AND INTEREST IN THE TRADEMARKS, FREE AND CLEAR OF ANY SECURITY INTERESTS, CONSIGNMENTS, JUDGMENTS, RESTRICTIONS, LIENS, CHARGES AND ENCUMBRANCES, (B) WHETHER THE TRADEMARKS ARE VALID, SUBSISTING AND ENFORCEABLE, AND (C) WHETHER THERE ARE ANY OTHER USERS OF THE TRADEMARKS OR VARIATIONS THEREOF THAT ARE SIMILAR ENOUGH TO THE TRADEMARKS AS TO BE LIKELY TO CAUSE CONFUSION OR MISTAKE AMONG CONSUMERS. ADDITIONALLY, ALL TRADEMARKS ARE BEING ACQUIRED AS IS



WHERE IS WITH NO WARRANTIES AS TO CONDITION OR SUFFICIENCY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED ARE HEREBY DISCLAIMED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. Assignee agrees not to assert any claim against Assignor, any of its affiliates, or any of their respective directors, officers, employees, attorneys and agents, on any theory of liability, for direct, indirect, special, consequential or punitive damages arising out of or relating to any of the transactions contemplated hereby.

6. Assignee has the full and unrestricted legal right, power, authority and capacity to enter into this Assignment, and to consummate the transactions contemplated hereby. This Assignment, when executed, will constitute the legal, valid and binding obligation of Assignee.

7. Assignor hereby authorizes and requests the officials of the U.S. Patent and Trademark Office, at Assignee's expense, to record Assignee as the owner of and/or to issue in accordance with this instrument all registrations of the Trademarks and all applications for any of the same, which are assigned to Assignee by this instrument.

8. The covenants and undertakings contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and are for the sole benefit of the parties hereto and their respective successors and permitted assigns. Such covenants and undertakings shall not be construed as conferring and are not intended to confer any rights or benefits on any other person.

9. This Assignment embodies the entire agreement and understanding of the parties hereto with respect to the subject matters hereof and supersedes any prior agreement and understanding between and among the parties.


10. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

11. This Assignment may be executed in two or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same instrument.

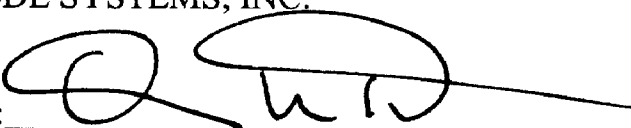
12. This Assignment shall be governed by the laws of the State of Michigan without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

ANES, INC.

By: 
Name: Peter Stouffer
Title:

CODE SYSTEMS, INC.

By: 
Name: Charles M. Stoehr
Title: Chief Financial Officer

ACKNOWLEDGMENT

STATE OF NEW YORK

COUNTY OF NASSAU

:
:
: SS.

Peter Stouffer

, being duly sworn, says that he/she is the Director of Anes, Inc., a Michigan corporation, and acknowledges that he/she did sign the Trademark Assignment and Assumption Agreement on behalf of Anes, Inc., pursuant to due authority.

Sworn to and subscribed before me this 15th day

of March, 2002.

Mary Ann Schroder
Notary Public

My commission expires: 6/30/02 (SEAL)

MARY ANN SCHRODER
Notary Public, State of New York
Registration No. 01SC4724334
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires June 30, 2002

ACKNOWLEDGMENT

STATE OF NEW YORK :
COUNTY OF NASSAU : ss.

Charles M. Stodier, being duly sworn, says that he/she is the CEO of Code Systems, Inc., a Delaware corporation, and acknowledges that he/she did sign the Trademark Assignment and Assumption Agreement on behalf of Code Systems, Inc., pursuant to due authority.

Sworn to and subscribed before me this 15th day

of March, 2002

Mary Ann Schroder
Notary Public

My commission expires: 6/30/02

(SEAL)

MARY ANN SCHRODER
Notary Public, State of New York
Registration No. 01SC4724334
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires June 30, 2002

EXHIBIT A

U.S. TRADEMARKS

Mark	Owner of Record	Reg. #/Serial #
ANES	Anes Automotive Electronics, Inc.	U.S. 861,914