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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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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): CODE-ALARM, INC. 1000 E. Whitcomb Madison Heights, MI 48071 [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State [ ] Other

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 [x] Corporation-State Delaware [ ] Other

3. Nature of conveyance: [x] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: 3/15/2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/625,225; 75/693,3511; 75/873,321; 75/936,886

B. Trademark Registration No.(s) 2,240,293; 2,240,294; 2,252,569; 2,254,844

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: 30 7. Total fee (37 CFR 3.41) \$ 765.00 [ ] Enclosed [x] 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] Signature April 8, 2002 Date [13] Total number of pages including cover sheet, attachments, and document:

04/23/2002 TDIAZ1 00000181 501238 75625225 01 FC:481 02 FC:482 40.00 CH 725.00 CH

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

TRADEMARK REEL: 002489 FRAME: 0948

Continuation of Item 4:

A. Trademark Application Number(s):

76/015,433  
76/025,890  
76/078,501  
76/078,551  
76/078,567  
76/079,887  
76/079,878  
76/079,879  
76/079,881  
76/079,884  
76/099,060  
76/136,925  
76/145,942  
76/188,912  
76/188,911  
76/272,468  
76/082,661

B. Trademark Registration Number(s):

2,555,022  
2,260,511  
2,260,512  
2,369,274  
2,439,311

# FORM OF INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is effective on the 15<sup>th</sup> day of March, 2002 by and between Code-Alarm, 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 Assignor and Assignee ("Purchase Agreement"), Assignee has agreed to purchase substantially all of the assets of Assignor;

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to irrevocably assign to Assignee Assignor's entire right, title and interest in and to the Intellectual Property (as defined below) that are Purchased Assets (as defined in the Purchase Agreement);

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:

## DEFINITIONS

All undefined, capitalized terms used herein shall have the meaning given to them in the Purchase Agreement. Additionally, the following definitions shall apply to this Assignment:

"Copyrights" means all United States and foreign registered copyrights, copyright applications, and unregistered copyrights, including, without limitation, the registrations and applications set forth on Exhibit C.

"Intellectual Property" means Patents, Trademarks, and Copyrights.

"Patents" mean all letters patent and pending applications for patents of the United States and all countries foreign thereto owned by Assignor, including regional patents, certificates of invention and utility models, all inventions (whether patentable or unpatentable and whether or not reduced to practice) and all improvements thereto that have been conceived and reduced to practice as of the date of this Assignment, and all reissues, divisions, continuations and extensions thereof, including, without limitation, the patents and patent applications set forth on Exhibit A.

"Trademarks" means all United States and foreign registered trademarks and service marks, the domain name, www.codl.com, and all trademark and service mark applications, unregistered trademarks and service marks, including, without limitation, the trademarks and service marks, set forth on Exhibit B.



## COPYRIGHTS

1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Copyrights, including but not limited to renewal rights therein, the right to obtain registrations of the Copyrights in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

2. Assignee hereby accepts the foregoing assignment but shall only assume all liabilities, debts and obligations associated with the Copyrights to the limited extent set forth in the Purchase Agreement; provided, however, that Assignee does not agree to assume any liability, debt, or obligation other than one which may constitute a Retained Liability (as defined in the Purchase Agreement).

3. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Copyrights with, for example, the U.S. Copyright Office or equivalent foreign offices.

## TRADEMARKS

4. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

5. Assignee hereby accepts the foregoing assignment but shall only assume all liabilities, debts and obligations associated with the Trademarks to the limited extent set forth in the Purchase Agreement; provided, however, that Assignee does not agree to assume any liability, debt, or obligation other than one which may constitute a Retained Liability (as defined in the Purchase Agreement).

6. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices, or with domain name registrars.

## PATENTS

7. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Patents, including but not limited to renewal rights therein, the right to obtain patent or equivalent protection therein in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name.

8. Assignee hereby accepts the foregoing assignment but shall only assume all liabilities, debts and obligations associated with the Patents to the limited extent set forth in the Purchase Agreement; provided, however, that Assignee does not agree to assume any liability, debt, or obligation other than one which may constitute an Assumed Liability (as defined in the Purchase Agreement).

9. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Patents with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices.

## GENERAL

10. Entire Agreement. This Assignment and the Purchase Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties.

11. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and permitted assigns.

12. Governing Law. This Assignment shall be governed by and construed under the laws of the State of Michigan, excluding any conflicts of laws rule or principle that might refer the governance or construction of this Assignment to the law of another jurisdiction.

13. Severability. 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.

14. Notices. All notices that are required or may be given pursuant to the terms of this Assignment shall be in writing and shall be sent by registered or certified mail, postage prepaid or sent by overnight courier addressed to the party to be notified at the respective addresses set forth below, or to such other address as may be furnished in writing to the notifying party:

To Assignor: Code-Alarm, Inc.  
1000 E. Whitcomb  
Madison Heights, MI 48071  
Attention: Chief Executive Officer  
Telecopy No.: 248-585-4799

with a copy to: Pegasus Investors  
99 River Road  
Cos Cobs, CT 06807  
Telecopy No.: 203-869-6940  
Telephone No.: 203-869-4400;

with a copy  
to its counsel: Pepper Hamilton LLP  
3000 Two Logan Square  
18th & Arch Streets  
Philadelphia, PA 19103-2799  
Attn: James D. Epstein, Esquire  
Fax: 215-981-4750  
Phone: 215-981-4000

To Assignee: Code Systems, Inc. (or Audiovox Electronics  
Corp.)  
150 Marcus Blvd.  
Hauppauge, New York 11788  
Attention: Charles M. Stoehr  
Fax: 631-231-1370  
Phone: 631-436-6505


with a copy  
to its counsel: Levy & Stopol, LLP  
190 EAB Plaza  
East Tower, 14<sup>th</sup> Fl.  
Uniondale, New York 11556-0190  
Fax.: 516-802-7008  
Phone.: 516-802-7007

15. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

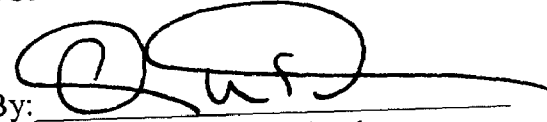
16. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

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

CODE-ALARM, INC.

By:   
Name: Peter Stouffer  
Title: President

CODE SYSTEMS, INC.

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

**ACKNOWLEDGMENT**

STATE OF New York :  
COUNTY OF NASSAU : ss.  
:

Peter Stoetter, being duly sworn, says that he/she is the President of Code-Alarm, Inc., a Michigan corporation, and acknowledges that he/she did sign the Intellectual Property Assignment and Assumption Agreement on behalf of Code-Alarm, Inc., pursuant to due authority.

Sworn to and subscribed  
before me this 15<sup>th</sup> 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 NY  
Commission Expires June 30, 2002



ACKNOWLEDGMENT

ACKNOWLEDGMENT

STATE OF NEW YORK

:

COUNTY OF NASSAU

: ss.

:

Charles M. Fodor, 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 Intellectual Property Assignment and Assumption Agreement on behalf of Code Systems, Inc., pursuant to due authority.

Sworn to and subscribed

before me this 15<sup>th</sup> 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**

**PATENTS**

<b>Application or Registration No.</b>	<b>Status</b>	<b>Title</b>	<b>Application Date</b>	<b>Earliest Priority Date</b>
09/907,744	Pending application	Programmable Electronic Device	7/19/2001	7/19/2001
Not yet assigned	Pending application – continuation of 09/907,744	Programmable Electronic Device	2/28/2002	7/19/2001
08/068,026	Abandoned application	Vehicle Security System	5/20/1993	5/20/1993
5,805,056	Patent issued 9/8/1998	Vehicle Security System	4/3/1996	5/20/1993
5,905,431	Patent issued 5/18/1999	Vehicle Security System	2/18/1998	5/20/1993
6,140,914	Patent issued 10/31/2000	Vehicle Security System	2/19/1998	5/20/1993
09/625,591	Application abandoned effective 12/5/2001	Vehicle Security System	7/26/2000	5/20/1993
09/693,309	Abandoned effective 12/25/2001	Vehicle Security System	10/20/2000	5/20/1993
09/268,098	Pending application	Vehicle Security System	3/13/1999	3/13/1999
6,288,635	Patent issued 9/11/2001	Vehicle Security System	1/5/1999	1/5/1999
09/853,678	Pending application	Vehicle Security System	5/14/2001	1/5/1999
5,334,969	Patent issued 8/2/1994	Vehicle Security System with Controller Proximity Sensor	6/30/92	6/30/92
5,563,600	Patent issued 10/8/1996	Data Transmission for Remote Controlled Security System	6/22/1994	6/22/1994
6,043,734	Patent issued 3/28/2000	Optical Shock Sensor	10/14/1998	10/14/1998
D407,034	Patent issued 3/23/1999	Optical Shock Sensor	5/1/1998	5/1/1998
5,543,778	Patent issued 7/6/1996	Security System	5/6/1996	5/6/1996
4,333,074	Patent issued 6/1/1982	Security System	5/5/1980	5/7/1979

**EXHIBIT B**

**U.S. FEDERAL AND STATE TRADEMARKS**

<b>Mark</b>	<b>Original Registration Date-Status</b>	<b>Owner of Record</b>	<b>Reg. #</b>
CODE ALARM & DESIGN	Registered 4/20/99	Code Alarm, Inc.	2,240,294
CODE ALARM	Registered 4/20/99	Code Alarm, Inc.	2,240,293
CODE-ALARM	Registered 6/15/99	Code-Alarm, Inc.	2,252,569
PRO	Registered 6/22/99	Code Alarm, Inc.	2,254,844
IR-S	Registered 6/22/99	Code Alarm, Inc.	2,555,022
SURESTART	Registered 7/13/99	Code Alarm, Inc.	2,260,511
MAX-RANGE	Registered 7/13/99	Code Alarm, Inc.	2,260,512
IT-S	Registered 7/18/00	Code Alarm, Inc.	2,369,274
REAL-PANIC	Registered 3/27/01	Code- Alarm, Inc.	2,439,311
SECURE-TECH	Pending	Code-Alarm, Inc.	Serial No. 75-625225
IT-S	Pending	Code-Alarm, Inc.	Serial No. 75-693511
TECHNOLOGY THAT TALKS TO CARS AND TRUCKS	Pending	Code-Alarm, Inc.	Serial No. 75-873321
POWERCODE	Pending	Code-Alarm, Inc.	Serial No. 75-936886
POWERCODE TECHNOLOGY	Pending	Code-Alarm, Inc.	Serial No. 76-015433
POWERTOOLS	Pending	Code-Alarm, Inc.	Serial No. 76-025890
POWERTOOLS & DESIGN	Pending	Code-Alarm, Inc.	Serial No. 76-078501
POWER ELITE & DESIGN	Pending	Code-Alarm, Inc.	Serial No. 76-078551
REMOTE VEHICLE CONTROL SYSTEM	Pending	Code-Alarm, Inc.	Serial No. 76-078567
POWERCODE TECHNOLOGY & DESIGN	Pending	Code-Alarm, Inc.	Serial No. 76-079877
ON TRACK	Pending	Code-Alarm, Inc.	Serial No. 76-079878
HIBERNATION SLEEP MODE	Pending	Code-Alarm, Inc.	Serial No. 76-079879
MISCELLANEOUS DESIGN	Pending	Code-Alarm, Inc.	Serial No. 76-079881
REMOTE START VIRTUAL MEMORY	Pending	Code-Alarm, Inc.	Serial No. 76-079884
REMOTESIMPLE (STYLIZED)	Pending	Code-Alarm, Inc.	Serial No. 76-099060
LITE TOUCH	Pending	Code-Alarm, Inc.	Serial No. 76-136925
CODEWARE	Pending	Code-Alarm, Inc.	Serial No. 76-145942
SMART CARS FOR SMART DRIVERS	Pending	Code-Alarm, Inc.	Serial No. 76-188912
GUIDEPOINT SYSTEMS	Pending	Code-Alarm, Inc.	Serial No. 76-188911
FIND WITH PROGRESSIVE SOUND	Pending	Code-Alarm, Inc.	Serial No. 76-272468
ELITE	Pending - Petition to Revive filed due to lack of receipt of communication from PTO	Code-Alarm, Inc.	Serial No. 76-082661

Assignee is also transferring all of its right, title and interest in the following domain name:  
www.codl.com.

**EXHIBIT C**  
**COPYRIGHTS**

None.

C-4

PT: #103002 v1 (27H601!.DOC)

**RECORDED: 04/08/2002**

**TRADEMARK**  
**REEL: 002489 FRAME: 0960**