



06-27-2002



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

RECORD TRADE

DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

US Electronics, Inc.

6-21-02

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

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

2. Name and address of receiving party(ies)

Name: USE Acquisition, LLC

Internal Address:

Street Address: 1430 Wynkoop Street, Suite 400

City: Denver State: CO Zip: 80202

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 5/20/2002

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

A. Trademark Application No.(s) See Exhibit C

B. Trademark Registration No.(s) See Exhibit D

Additional number(s) attached Yes No

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

Name: Jason J. Pomerantz, Esq.

Internal Address:

Street Address: 1430 Wynkoop Street, Suite 400

City: Denver State: CO Zip: 80202

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 3.41) \$ 440.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Jason J. Pomerantz Name of Person Signing

Signature

June 20, 2002

Date

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

12

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

06/26/2002 BBYRME 00000151 75318024

01 FC:481 40.00 OP 02 FC:482 250.00 OP

EXHIBIT C

No.	Trademark	Status	Serial/Reg#
1	E-MOTE	Published	75/318024
2	Integrator	Published	75/341953
3	Passport	Pending	75/421001
4	Predictive Technology	Published	75/424969
5	US Electronics	Pending	74/658435

EXHIBIT D

No.	Trademark	Status	Serial/Reg#
1	Centaurus	Registered	2528172
2	Mr. Remote	Registered	2267455
3	Surfmate	Registered	2186871
4	UPLINK	Registered	2356019
5	Wireless remotes for a wired world	Registered	2371508
6	Wireless remotes for a wired world plus design	Registered	2360640

ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY RIGHTS (this "Assignment") is entered into this 20th day of May, 2002 by and between US ELECTRONICS, INC., a Delaware corporation ("Assignor") and USE ACQUISITION, LLC, a Colorado limited liability company ("Assignee"). The Assignor and Assignee are sometimes collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the Parties entered into an Asset Purchase Agreement dated the 8th day of May, 2002 (the "Purchase Agreement"), wherein the Assignee shall acquire all of Assignor's remote control business, and Assignor has assigned to the Assignee certain intellectual property rights associated with such remote control business ("Rights").

WHEREAS, the Assignee desires to accept such Rights and to perform and assume the liabilities and obligations of the Assignor under certain agreements ("Rights Agreements") covering such Rights.

COVENANTS

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. The Assignor hereby assigns, transfers, sets over and conveys to the Assignee all of the Assignor's right, title and interest in the Rights and in the Rights Agreements, all as more fully described in **Exhibit A** hereto, to have and to hold unto the Assignee, its successors and assigns, to their own use and benefit forever.
2. Assignor's Representations. The Assignor represents and warrants that prior to this date, the Assignor has delivered to the Assignee true and complete copies (including all amendments thereto) of all said Rights Agreements and any evidence of ownership of the Rights in Assignor's possession.
3. Assumption. The Assignee hereby accepts the foregoing assignment and hereby covenants and agrees with the Assignor that the Assignee will perform and observe all of the Assignor's obligations under the Rights Agreements arising from and after the date hereof, in accordance and subject to the limitations set forth in the Purchase Agreement.
4. Limitation on Assignment and Assumption. Notwithstanding anything to the contrary in this Agreement, if any Rights Agreement or Rights are not completely and effectively assigned hereunder so as to give the Assignee the full benefit of all of the Assignor's rights thereunder, the Assignee shall assume the Assignor's liabilities thereunder only to the extent the Assignee obtains the rights and benefits thereunder.


5. Further Assurances. At the request of the Assignee, the Assignor will execute, acknowledge and deliver to the Assignee such other instruments of conveyance and transfer and will execute and deliver such other documents, certifications, and further assurances as the Assignee may reasonably require, without imposing any additional liabilities on the Assignor, in order to vest any of the Rights Agreements or Rights more effectively in the Assignee, or to put the Assignee more fully in the possession of, or to better enable the Assignee to complete, perform or discharge any of the liabilities or obligations assumed by the Assignee pursuant to this Agreement.

6. Purchase Agreement Controlling. Nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of the Parties as set forth in the Purchase Agreement or to expand the definition of, or result in a transfer of any assets other than, the Acquired Assets (as such term is defined in the Purchase Agreement).

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first above written.

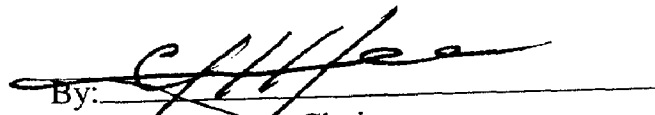
ASSIGNOR:

US ELECTRONICS, INC.,
a Delaware corporation

By: 
Robert Ackerman, President

ASSIGNEE:

USE ACQUISITION, LLC,
a Colorado limited liability company


By: 
Yong H. Lee, Chairman

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing Assignment and Assumption of Intellectual Property Rights was acknowledged before me this 20th day of May, 2002, by Robert Ackerman as President of US Electronics, Inc.

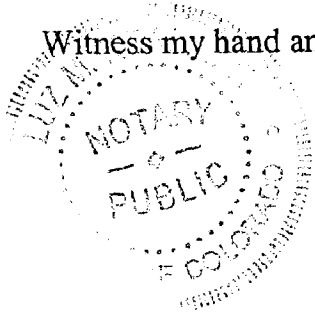


Witness my hand and official seal.


Notary Public
My commission expires: 9-1-2003

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing Assignment and Assumption of Intellectual Property Rights was acknowledged before me this 20th day of May, 2002, by Yong H. Lee as Chairman of USE Acquisition, Inc.



Witness my hand and official seal.



Notary Public
My commission expires: 9-1-2003

EXHIBIT A

Law Firm	IP Type	Description	Country	Status	Patent/Reg#
organ, Lewis & Bockius	Utility Patent	Upgradeable Remote Control	USA	Pending	
organ, Lewis & Bockius	Utility Patent	Upgradeable Remote Control	Australia	Pending	
organ, Lewis & Bockius	Utility Patent	Upgradeable Remote Control	Canada	Pending	
organ, Lewis & Bockius	Utility Patent	Upgradeable Remote Control	Europe	Pending	
organ, Lewis & Bockius	Utility Patent	Upgradeable Remote Control	Mexico	Pending	
organ, Lewis & Bockius	Design Patent	Design for remote control UY?	USA	Granted	D398310
organ, Lewis & Bockius	Design Patent	Design for remote control	Australia	Granted	132455
organ, Lewis & Bockius	Design Patent	Design for remote control	Benelux	Granted	28866-00
organ, Lewis & Bockius	Design Patent	Design for remote control	Canada	Granted	82485
organ, Lewis & Bockius	Design Patent	Design for remote control	Mexico	Granted	10394
organ, Lewis & Bockius	Design Patent	Design for remote control	Portugal	Granted	28007
organ, Lewis & Bockius	Design Patent	Design for remote control	UK	Granted	2067287
organ, Lewis & Bockius	Design Patent	Design for remote control	USA	Registered	2528172
organ, Lewis & Bockius	TM	Centaurus	Benelux	Registered	629294
organ, Lewis & Bockius	TM	E-MOTE	Germany	Closed	
organ, Lewis & Bockius	TM	E-MOTE	France	Closed	
organ, Lewis & Bockius	TM	E-MOTE	UK	Registered	2156321
organ, Lewis & Bockius	TM	E-MOTE	Ireland	Closed	
organ, Lewis & Bockius	TM	E-MOTE	USA	Published	
organ, Lewis & Bockius	TM	E-MOTE	EC	Registered	1152370
organ, Lewis & Bockius	TM	Expedition	USA	Abandoned	
organ, Lewis & Bockius	TM	Expedition	Benelux	Registered	631227
organ, Lewis & Bockius	TM	Integrator	Germany	Registered	39806343
organ, Lewis & Bockius	TM	Integrator	France	Registered	98717221
organ, Lewis & Bockius	TM	Integrator	UK	Pending	
organ, Lewis & Bockius	TM	Integrator	Ireland	Abandoned	
organ, Lewis & Bockius	TM	Integrator	USA	Published	
organ, Lewis & Bockius	TM	Integrator	Australia	Registered	716172
organ, Lewis & Bockius	TM	Memory Lock	Benelux	Registered	600542
organ, Lewis & Bockius	TM	Memory Lock	Germany	Abandoned	
organ, Lewis & Bockius	TM	Memory Lock	France	Registered	96639874
organ, Lewis & Bockius	TM	Memory Lock	UK	Abandoned	
organ, Lewis & Bockius	TM	Memory Lock	USA	Abandoned	
organ, Lewis & Bockius	TM	Memory Lock	USA	Registered	2267455
organ, Lewis & Bockius	TM	Mr. Remote	USA	Abandoned	
organ, Lewis & Bockius	TM	Ms. Remote	USA	Abandoned	
organ, Lewis & Bockius	TM	Nemesis	European Community	Registered	1273846

EXHIBIT A

Law Firm	IP Type	Description	Country	Status	Patent/Reg#
organ, Lewis & Bockius	TM	Nemesis	USA	Abandoned	
organ, Lewis & Bockius	TM	Passport	USA	Pending	
organ, Lewis & Bockius	TM	Predictive Technology	Benelux	Pending	
organ, Lewis & Bockius	TM	Predictive Technology	Germany	Abandoned	
organ, Lewis & Bockius	TM	Predictive Technology	France	Registered	98743758
organ, Lewis & Bockius	TM	Predictive Technology	UK	Abandoned	
organ, Lewis & Bockius	TM	Predictive Technology	USA	Published	
organ, Lewis & Bockius	TM	Smart-Elinks	European Community	Abandoned	
organ, Lewis & Bockius	TM	Surfmate	Benelux	Registered	622043
organ, Lewis & Bockius	TM	Surfmate	Germany	Registered	39751150
organ, Lewis & Bockius	TM	Surfmate	France	Registered	97701414
organ, Lewis & Bockius	TM	Surfmate	UK	Registered	2149108
organ, Lewis & Bockius	TM	Surfmate	Ireland	Published	
organ, Lewis & Bockius	TM	Surfmate	USA	Registered	2186871
organ, Lewis & Bockius	TM	TakeControl	USA	Closed	
organ, Lewis & Bockius	TM	UPLINK	USA	Registered	2356019
organ, Lewis & Bockius	TM	US Electronics	UK	Abandoned	
organ, Lewis & Bockius	TM	US Electronics	USA	Pending	
organ, Lewis & Bockius	TM	Wireless remotes for a wired world	Benelux	Pending	
organ, Lewis & Bockius	TM	Wireless remotes for a wired world	Germany	Pending	
organ, Lewis & Bockius	TM	Wireless remotes for a wired world	France	Pending	
organ, Lewis & Bockius	TM	Wireless remotes for a wired world	UK	Registered	98743759
organ, Lewis & Bockius	TM	Wireless remotes for a wired world	USA	Abandoned	
organ, Lewis & Bockius	TM	Wireless remotes for a wired world plus design	USA	Registered	2371508
organ, Lewis & Bockius	TM	Wireless remotes for a wired world plus design	Benelux	Registered	0642172
organ, Lewis & Bockius	TM	Wireless remotes for a wired world plus design	Germany	Registered	39842741
organ, Lewis & Bockius	TM	Wireless remotes for a wired world plus design	France	Registered	98743760
organ, Lewis & Bockius	TM	Wireless remotes for a wired world plus design	UK	Registered	2174314
organ, Lewis & Bockius	TM	Wireless remotes for a wired world plus design	USA	Registered	2360640
organ, Lewis & Bockius	TM	Your Silent entertainment companion	USA	Abandoned	
organ, Lewis & Bockius	TM	Your Silent entertainment partner	USA	Abandoned	
Hoffmann & Baron	Design Patent	Remote control Unit	USA	Granted	D425899
Hoffmann & Baron	Design Patent	Remote control Unit	Benelux	Granted	32166
Hoffmann & Baron	Design Patent	Remote control Unit	Canada	Granted	92039
Hoffmann & Baron	Design Patent	Remote control Unit	UK	Granted	2086431
Hoffmann & Baron	Design Patent	Remote control Unit	UK	Granted	2092406
Hoffmann & Baron	Design Patent	Remote control Unit	USA	Granted	D427587

EXHIBIT A

Law Firm	IP Type	Description	Country	Status	Patent/Reg#
loffmann & Baron	Design Patent	Remote control Unit	Canada	Granted	92040
loffmann & Baron	Design Patent	Remote control Unit	USA	Granted	D424062
loffmann & Baron	Design Patent	Remote control Unit	Benelux	Granted	32881
loffmann & Baron	Design Patent	Remote control Unit	Canada	Granted	89713
loffmann & Baron	Design Patent	Remote control Unit	UK	Granted	2087156
loffmann & Baron	Design Patent	Remote control Unit	Canada	Granted	89713a
loffmann & Baron	Design Patent	Remote control Unit	UK	Granted	2092405
loffmann & Baron	Design Patent	Remote control Unit	USA	Granted	D434027
loffmann & Baron	Utility Patent	Method of displaying code	USA	Granted	6344817B1
loffmann & Baron	Utility Patent	Method of displaying code	Patent Cooperation Treaty	Pending	
loffmann & Baron	Utility Patent	Method of displaying code	Canada	Pending	
loffmann & Baron	Utility Patent	Method of displaying code	Mexico	Pending	
loffmann & Baron	Utility Patent	Method of displaying code	UK	Pending	
loffmann & Baron	Utility Patent	Method of displaying code	Patent Cooperation Treaty	Abandoned	
loffmann & Baron	Utility Patent	Remote self test	USA	Pending	
loffmann & Baron	Utility Patent	Remote self test	Patent Cooperation Treaty	Pending	
loffmann & Baron	Utility Patent	Providing user info via wireless keyboard	USA	Pending	
Steinberg & Raskin	Design Patent	Novari	USA	Pending	