

FORM PTO-1594 (Modified)  
1-31-92

02-21-2003

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office


RECO

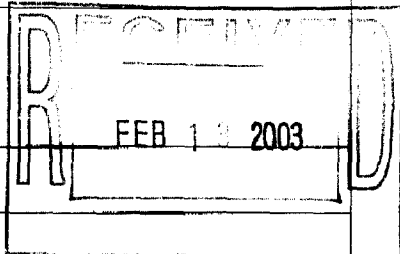


Attorney Docket No.: 52014-0003-0021

102369493

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

<p>1. Name of conveying party(ies):</p> <p><b>US Electronics, Inc.</b> (a Delaware corporation)</p> <p style="text-align: right; font-size: 2em;">2-13-03</p>	<p>2. Name and address of receiving party(ies):</p> <p><b>USE Acquisition, LLC</b> 8250 E. Park Meadows Dr. Lone Tree, CO 80124</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement            <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other:</p> <p>Execution Date: <b>May 20, 2002</b></p>	<p><input type="checkbox"/> Individual(s) citizenship:  <input type="checkbox"/> Association:  <input type="checkbox"/> General Partnership:  <input type="checkbox"/> Limited Partnership:  <input type="checkbox"/> Corporation-State:  <input checked="" type="checkbox"/> Other: <b>a Colorado Limited Liability Company</b></p> <p>If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: <input type="checkbox"/> Yes; <input type="checkbox"/> No</p> <p>(Designations must be a separate document from Assignment)</p>
<p>4. A. Application number(s):</p> <p><b>75/341,953</b></p>	<p>B. Trademark Registration No.(s):</p>
<p>5. Name and address of party to whom correspondence document should be mailed:</p> <p><b>Hun Ohm, Esq.</b> <b>Morgan Lewis &amp; Bockius LLP</b> <b>C/O TMSU</b> <b>1111 Pennsylvania Avenue, N.W.</b> <b>Washington D.C. 20004</b></p> <p>Telephone: (212) 309-6335  Facsimile: (212) 309-6273  E-Mail: <a href="mailto:hohm@morganlewis.com">hohm@morganlewis.com</a></p>	<p>6. Total number of applications and registrations involved: <b>[1]</b></p> <p>7. Total fee (37 CFR 3.41) Cal. <u>1</u> x \$40.00 = \$ <b>40.00</b>  Total \$ <b>40.00</b></p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <b>13-4520</b></p>
<p><b>DO NOT USE THIS SPACE</b></p>	
<p>9. Statement and signature  <i>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.</i></p> <p style="text-align: center;">   _____  Name of Person Signing                      Signature                      Date                      February 13, 2003 </p> <p style="text-align: right;">Total number of pages including cover sheet, attachments and document: [7]</p>	



02/20/2003 ECOOPER 00000031 75341953  
01 FC:8521                      40.00 DP

## ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY RIGHTS (this "Assignment") is entered into this 20<sup>th</sup> 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 8<sup>th</sup> 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

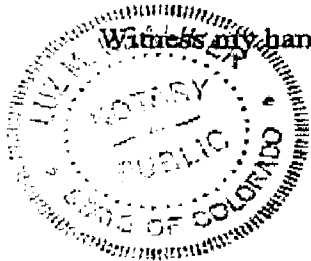
ASSIGNEE:

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 20<sup>th</sup> day of May, 2002, by Robert Ackerman as President of US Electronics, Inc.



Witness my hand and official seal.

*Luz M. Keel*  
\_\_\_\_\_  
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 20<sup>th</sup> day of May, 2002, by Yong H. Lee as Chairman of USE Acquisition, Inc.



Witness my hand and official seal.

*Luz M. Keel*  
\_\_\_\_\_  
Notary Public  
My commission expires: 9-1-2003

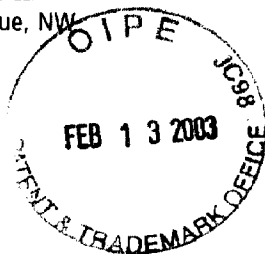
EXHIBIT A

Law Firm	IP Type	Description	Country	Status	Patent/Reg#
Morgan, Lewis & Bockius	Utility Patent	Upgradeable Remote Control	USA	Pending	
Morgan, Lewis & Bockius	Utility Patent	Upgradeable Remote Control	Australia	Pending	
Morgan, Lewis & Bockius	Utility Patent	Upgradeable Remote Control	Canada	Pending	
Morgan, Lewis & Bockius	Utility Patent	Upgradeable Remote Control	Europe	Pending	
Morgan, Lewis & Bockius	Utility Patent	Upgradeable Remote Control	Mexico	Pending	
Morgan, Lewis & Bockius	Design Patent	Design for remote control UY?	USA	Granted	D398310
Morgan, Lewis & Bockius	Design Patent	Design for remote control	Australia	Granted	132455
Morgan, Lewis & Bockius	Design Patent	Design for remote control	Benelux	Granted	28866-00
Morgan, Lewis & Bockius	Design Patent	Design for remote control	Canada	Granted	82485
Morgan, Lewis & Bockius	Design Patent	Design for remote control	Mexico	Granted	10394
Morgan, Lewis & Bockius	Design Patent	Design for remote control	Portugal	Granted	28007
Morgan, Lewis & Bockius	Design Patent	Design for remote control	UK	Granted	2067287
Morgan, Lewis & Bockius	TM	Centaurus	USA	Registered	2528172
Morgan, Lewis & Bockius	TM	E-MOTE	Benelux	Registered	628284
Morgan, Lewis & Bockius	TM	E-MOTE	Germany	Closed	
Morgan, Lewis & Bockius	TM	E-MOTE	France	Closed	
Morgan, Lewis & Bockius	TM	E-MOTE	UK	Registered	2156321
Morgan, Lewis & Bockius	TM	E-MOTE	Ireland	Closed	
Morgan, Lewis & Bockius	TM	E-MOTE	USA	Published	
Morgan, Lewis & Bockius	TM	Expedition	EC	Registered	1152370
Morgan, Lewis & Bockius	TM	Expedition	USA	Abandoned	
Morgan, Lewis & Bockius	TM	Integrator	Benelux	Registered	631227
Morgan, Lewis & Bockius	TM	Integrator	Germany	Registered	39806343
Morgan, Lewis & Bockius	TM	Integrator	France	Registered	98717221
Morgan, Lewis & Bockius	TM	Integrator	UK	Pending	
Morgan, Lewis & Bockius	TM	Integrator	Ireland	Abandoned	
Morgan, Lewis & Bockius	TM	Integrator	USA	Published	
Morgan, Lewis & Bockius	TM	Integrator	Australia	Registered	716172
Morgan, Lewis & Bockius	TM	Memory Lock	Benelux	Registered	600542
Morgan, Lewis & Bockius	TM	Memory Lock	Germany	Abandoned	
Morgan, Lewis & Bockius	TM	Memory Lock	France	Registered	96639874
Morgan, Lewis & Bockius	TM	Memory Lock	UK	Abandoned	
Morgan, Lewis & Bockius	TM	Memory Lock	USA	Abandoned	
Morgan, Lewis & Bockius	TM	Memory Lock	USA	Registered	2267455
Morgan, Lewis & Bockius	TM	Mr. Remote	USA	Abandoned	
Morgan, Lewis & Bockius	TM	Ms. Remote	USA	Abandoned	
Morgan, Lewis & Bockius	TM	Nemesis	European Community	Registered	1273846

EXHIBIT A

Law Firm	IP Type	Description	Country	Status	Patent/Reg#
Morgan, Lewis & Bockius	TM	Namesis	USA	Abandoned	
Morgan, Lewis & Bockius	TM	Passport	USA	Pending	
Morgan, Lewis & Bockius	TM	Predictive Technology	Benelux	Pending	
Morgan, Lewis & Bockius	TM	Predictive Technology	Germany	Abandoned	
Morgan, Lewis & Bockius	TM	Predictive Technology	France	Registered	98743758
Morgan, Lewis & Bockius	TM	Predictive Technology	UK	Abandoned	
Morgan, Lewis & Bockius	TM	Predictive Technology	USA	Published	
Morgan, Lewis & Bockius	TM	Predictive Technology	European Community	Abandoned	
Morgan, Lewis & Bockius	TM	Smart-Elinks	Benelux	Registered	622043
Morgan, Lewis & Bockius	TM	Surfmate	Germany	Registered	39751150
Morgan, Lewis & Bockius	TM	Surfmate	France	Registered	97701414
Morgan, Lewis & Bockius	TM	Surfmate	UK	Registered	2149108
Morgan, Lewis & Bockius	TM	Surfmate	Ireland	Published	
Morgan, Lewis & Bockius	TM	Surfmate	USA	Registered	2186871
Morgan, Lewis & Bockius	TM	Surfmate	USA	Closed	
Morgan, Lewis & Bockius	TM	TakeControl	USA	Registered	2356018
Morgan, Lewis & Bockius	TM	UPLINK	UK	Abandoned	
Morgan, Lewis & Bockius	TM	US Electronics	USA	Pending	
Morgan, Lewis & Bockius	TM	US Electronics	USA	Pending	
Morgan, Lewis & Bockius	TM	Wireless remotes for a wired world	Benelux	Pending	
Morgan, Lewis & Bockius	TM	Wireless remotes for a wired world	Germany	Pending	
Morgan, Lewis & Bockius	TM	Wireless remotes for a wired world	France	Registered	96743759
Morgan, Lewis & Bockius	TM	Wireless remotes for a wired world	UK	Abandoned	
Morgan, Lewis & Bockius	TM	Wireless remotes for a wired world	USA	Registered	2371508
Morgan, Lewis & Bockius	TM	Wireless remotes for a wired world	Benelux	Registered	0642172
Morgan, Lewis & Bockius	TM	Wireless remotes for a wired world plus design	Germany	Registered	39842741
Morgan, Lewis & Bockius	TM	Wireless remotes for a wired world plus design	France	Registered	98743760
Morgan, Lewis & Bockius	TM	Wireless remotes for a wired world plus design	UK	Registered	2174314
Morgan, Lewis & Bockius	TM	Wireless remotes for a wired world plus design	USA	Registered	2360640
Morgan, Lewis & Bockius	TM	Wireless remotes for a wired world plus design	USA	Abandoned	
Morgan, Lewis & Bockius	TM	Wireless remotes for a wired world plus design	USA	Abandoned	
Morgan, Lewis & Bockius	TM	Your Silent entertainment companion	USA	Granted	D425699
Morgan, Lewis & Bockius	TM	Your Silent entertainment partner	USA	Granted	32166
Hoffmann & Baron	Design Patent	Remote control Unit	Benelux	Granted	92039
Hoffmann & Baron	Design Patent	Remote control Unit	Canada	Granted	2086431
Hoffmann & Baron	Design Patent	Remote control Unit	UK	Granted	2092406
Hoffmann & Baron	Design Patent	Remote control Unit	UK	Granted	
Hoffmann & Baron	Design Patent	Remote control Unit	USA	Granted	D427587

Morgan, Lewis & Bockius LLP  
1111 Pennsylvania Avenue, NW  
Washington, DC 20004  
Tel: 202.739.3000  
Fax: 202.739.3001  
www.morganlewis.com



**Morgan Lewis**  
C O U N S E L O R S   A T   L A W

**Catherine R. Howell**  
Legal Assistant  
202-739-5652  
chowell@morganlewis.com

February 13, 2003

**BY HAND DELIVERY**

Commissioner for Trademarks  
Box Assignments  
2900 Crystal Drive  
Arlington, Virginia 22202-3513  
**Attention: Assignment Branch**

Re: Recordation of Trademark Assignment Document  
43772-0010-009-US

Dear Madam:

We enclose for recording at the Assignment Branch the Assignment and Assumption of Intellectual Property Rights made between US Electronics, Inc. (conveying party) and USE Acquisition, LLC (receiving party). This document is being filed to update record title to the one (1) application set forth on the Recordation Form Cover Sheet.

The details of this recording are set out on the enclosed Recordation Form Cover Sheet in compliance with Patent and Trademark Office rules. We also enclose a check in the amount of \$40.00 to cover the filing fee for this request. Any deficiency or overpayment should be debited from or credited to the deposit account of Morgan, Lewis & Bockius LLP, Account No. 13-4520.

Please call me if you have any questions. Thank you for your assistance.

Sincerely,

A handwritten signature in cursive script that reads "Catherine R. Howell".

Catherine R. Howell  
Legal Assistant

Enclosures

Philadelphia Washington New York Los Angeles Miami Harrisburg Pittsburgh  
Princeton Northern Virginia London Brussels Frankfurt Tokyo

NY 1563724

**RECORDED: 02/13/2003**

**TRADEMARK**  
**REEL: 002674 FRAME: 0715**