

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
Tab settings ⇌ ⇌ ⇌

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):  
US Electronics, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other limited liability company
- 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: June 6, 2003

2. Name and address of receiving party(ies)

Name: US Electronics, Inc.  
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 Colorado
- 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) See Exhibit A

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

Additional number(s) attached  Yes  No

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

Name: Jason T. Moilanen, 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).....\$ 290.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

**DO NOT USE THIS SPACE**

9. Signature.

Jason T. Moilanen  
Name of Person Signing

  
Signature

12/18/2003  
Date

Total number of pages including cover sheet, attachments, and document: 8

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

**Exhibit A**

<u>Number</u>	<u>Trademark</u>	<u>Status</u>	<u>Serial/Reg#</u>
1	E-MOTE	Published	75/318024
2	Passport	Pending	75/421001
3	Predictive Technology	Published	75/424969
4	US Electronics	Pending	74/658435

**Exhibit B**

<b>Number</b>	<b>Trademark</b>	<b>Status</b>	<b>Serial/Reg#</b>
1	Centaurus	Registered	2528172
2	Integrator	Registered	2719524
3	Mr. Remote	Registered	2267455
4	Surfmate	Registered	2186871
5	UPLINK	Registered	2356019
6	Wireless remotes for a wired world	Registered	2371508
7	Wireless remotes for a wired world plus design	Registered	2360640

06-18-2003



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

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OMB No. 0651-0027 (exp. 6/30/2005)  
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):

6-17-03

- Individual(s)
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- Association
- Limited Partnership

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- General Partnership
- Limited Partnership
- Corporation-State Colorado
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(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

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

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

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Street Address: 1430 Wynkoop St., Suite 400

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7. Total fee (37 CFR 3.41).....\$ 290.00

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8. Deposit account number:

FINANCE SECTION  
JUN 17 PM 2:33

DO NOT USE THIS SPACE

9. Signature.

Jason T. Moilanen  
Name of Person Signing

*Jason T. Moilanen*  
Signature

6/11/2003  
Date

8

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

06/16/2003 LABELER: 00000959 75310028

01 FC:4521  
02 FC:4522

40.00  
290.00

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

TRADEMARK  
REEL: 002766 FRAME: 0699

## ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY RIGHTS (this "Assignment") is entered into as this 4 day of June, 2003 by and between US ELECTRONICS, LLC, a Colorado limited liability company formerly known as USE ACQUISITION, LLC ("Assignor") and US ELECTRONICS, INC., a Colorado corporation formerly known as USE CONVERSION, INC. ("Assignee"). The Assignor and Assignee are sometimes collectively referred to herein as the "Parties."

### RECITALS

WHEREAS, the Parties entered into a Section 351 Agreement dated the 1st day of January, 2003 (the "Section 351 Agreement"), wherein the Assignor transferred all of its Assets (as defined in the Section 351 Agreement) to Assignee, including certain intellectual property rights ("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, including any associated goodwill, 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 Section 351 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. Section 351 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 Section 351 Agreement or to expand the definition of, or result in a transfer of any assets other than, the Assets (as such term is defined in the Section 351 Agreement).

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

**ASSIGNOR:**

**US ELECTRONICS, LLC,**  
a Colorado limited liability company

By:   
Dennis R. Carson, General Manager

**ASSIGNEE:**

**US ELECTRONICS, INC.,**  
a Colorado corporation

By:   
Dennis R. Carson, President

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

The foregoing Assignment and Assumption of Intellectual Property Rights was acknowledged before me this 6 day of June, 2003, by Dennis R. Carson as General Manager of US Electronics, LLC.

Witness my hand and official seal.

*Dennis M. Lindemann*  
Notary Public  
My commission expires: 9/11/03

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

The foregoing Assignment and Assumption of Intellectual Property Rights was acknowledged before me this 6 day of June, 2003, by Dennis R. Carson as President of US Electronics, Inc.

Witness my hand and official seal.

*Dennis M. Lindemann*  
Notary Public  
My commission expires: 9/11/03

EXHIBIT A

Law Firm	IP Type	Description	Country	Status	Patent/Reg#
Morgan, Lewis & Bockius	TM	Centaurus	USA	Registered	2528172
Morgan, Lewis & Bockius	TM	E-MOTE	Benelux	Registered	629294
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	USA	Registered	1152370
Morgan, Lewis & Bockius	TM	Expedition	EC	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	Registered	1273846
Morgan, Lewis & Bockius	TM	Nemesis	European Community	Registered	
Morgan, Lewis & Bockius	TM	Nemesis	USA	Abandoned	
Morgan, Lewis & Bockius	TM	Nemesis	USA	Pending	
Morgan, Lewis & Bockius	TM	Nemesis	USA	Pending	
Morgan, Lewis & Bockius	TM	Passport	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-Links	European Community	Registered	622043
Morgan, Lewis & Bockius	TM	Surfmate	Benelux	Registered	
Morgan, Lewis & Bockius	TM	Surfmate	Germany	Registered	39751150



EXHIBIT A

Law Firm	IP Type	Description	Country	Status	Patent/Reg#
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	TakeControl	USA	Closed	
Morgan, Lewis & Bockius	TM	UPLINK	USA	Registered	2356019
Morgan, Lewis & Bockius	TM	US Electronics	UK	Abandoned	
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	98743759
Morgan, Lewis & Bockius	TM	Wireless remotes for a wired world	France	Registered	
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 plus design	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	Your Silent entertainment companion	USA	Abandoned	
Morgan, Lewis & Bockius	TM	Your Silent entertainment partner	USA	Abandoned	

TRADEMARK

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RECORDED: 06/17/2003