Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
.	Income Administrator services, Inc.	05/24/2004	CORPORATION: TEXAS	

RECEIVING PARTY DATA

Name:	Innovative Aftermarket Systems, L.P.
Composed Of:	COMPOSED OF IAS Management Services, Inc., a Nevada Corporation
Street Address:	12800 Angel Side Drive
City:	Leander
State/Country:	TEXAS
Postal Code:	78641
Entity Type:	LIMITED PARTNERSHIP: TEXAS

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1850295	SAFELOK
Registration Number:	1968928	DIAL SMART CARD
Serial Number:	78009368	IAS
Serial Number:	78195202	IAS
Registration Number:	2124944	INVISIBLE PHANTOM FOOTPRINTS
Registration Number:	2756528	R.I.D.E. SAFE
Serial Number:	78187547	R.O.A.D. INTIRE
Serial Number:	78212666	SMART DEALER UNIVERSITY
Serial Number:	78095700	SMARTEYE
Serial Number:	78095694	SMARTMENU
Serial Number:	78095688	SMARTTRAC
Serial Number:	78212665	THE INSTITUTE OF HIGHER EARNING
Registration Number:	1781303	THEFT AVERT

TRADEMARK

REEL: 002868 FRAME: 0705

900008920

CORRESPONDENCE DATA

Fax Number: (254)754-6331

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (254) 755-4100

Email: henry@namanhowell.com

David G. Henry Correspondent Name:

Address Line 1: 900 Washington Avenue, Suite 700

Address Line 4: Waco, TEXAS 76701

ATTORNEY DOCKET NUMBER: 20376-01

NAME OF SUBMITTER: David G. Henry

Total Attachments: 26

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK: DIAL SMART CARD

REGIS. NO.: 1,968,928

ASSIGNMENT OF REGISTERED TRADEMARK

WHEREAS, Innovative Aftermarket Systems, Inc. ("Assignor"), is the owner of the above-referenced mark and United States Patent and Trademark Registration;

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to **Innovative Aftermarket Systems L.P.**, a Texas limited partnership with principle offices in Leander, Texas ("Assignee") all right, title and interest in and to the said trademark, to any and all trademark registration(s) therefor, or application(s) for registration thereof (domestic or foreign), the goodwill of the business symbolized by said trademark and the registration(s) thereof, and all causes of action, known or unknown, pertaining thereto.

Assignor agrees to cooperate with Assignee or its successors or assigns to effect the intent reflected by this document, without limitation, by signing all lawful papers, making all rightful oaths, and generally doing everything reasonably necessary to aid said Assignee, its successors, assigns and nominees, to take and perpetuate full ownership and control of the assigned mark, application(s), and registration(s). Any actions taken, including recording of this assignment, shall be at Assignee's sole expense.

This document is intended to supplement, not to supplant any provision of any other contemporaneous agreement between the parties pertaining, in whole or in part, to the

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trademark assignment reflected hereby. This document shall be construed according to its fair meaning, and not for or against either party, regardless of authorship.

SIGNED this 24¹⁵ day of May 2004.

Innovative Aftermarket Systems, Inc.

By: Paul Clinkscales, CFO

STATE OF TEXAS, o

BEFORE ME, the undersigned authority, a Notary Public in and for the County and State, on this day personally appeared <u>Fau / A. C/in KSCa/es</u>, known to me to be the person whose name is subscribed to the foregoing instrument and scknowledged that he executed this agreement on show alive afternarket System; in his above-stated capacity. acknowledged

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of

Notary Public, State of Texas My Commission Expires: 3/30/2005

DEBBIE A. MCVICKER MY COMMISSION EXPIRES March 30, 2005

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK: IAS

APPL. NO.: 78/009,368

ASSIGNMENT OF APPLICATION FOR TRADEMARK REGISTRATION

WHEREAS, **Innovative Aftermarket Systems, Inc.** ("Assignor"), is the owner of the above-referenced mark and Application for Registration thereof;

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to **Innovative Aftermarket Systems L.P.**, a Texas limited partnership with principle offices in Leander, Texas ("Assignee") all right, title and interest in and to the said trademark, to any and all trademark registration(s) therefor, or application(s) for registration thereof (domestic or foreign), the goodwill of the business symbolized by said trademark and the registration(s) thereof, and all causes of action, known or unknown, pertaining thereto.

Assignor agrees to cooperate with Assignee or its successors or assigns to effect the intent reflected by this document, without limitation, by signing all lawful papers, making all rightful oaths, and generally doing everything reasonably necessary to aid said Assignee, its successors, assigns and nominees, to take and perpetuate full ownership and control of the assigned mark, application(s), and registration(s). Any actions taken, including recording of this assignment, shall be at Assignee's sole expense.

1	trademark assignment reflected hereby. This document shall be construed according to its
2	fair meaning, and not for or against either party, regardless of authorship.
3	
4	SIGNED this 24 ⁴⁴ day of May 2004.
5 6 7 8 9 10	By:laul & Paul Clinkscales, CFO
12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29	STATE OF TEXAS COUNTY OF
30 31 32	Notary Public, State of Texas My Commission Expires: 3/30/3605 DEBBIE A. MCVICKER MY COMMISSION EXPIRES March 30, 2005

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK: IAS

APPL. NO.: 78/195,202

ASSIGNMENT OF APPLICATION FOR TRADEMARK REGISTRATION

WHEREAS, Innovative Aftermarket Systems, Inc. ("Assignor"), is the owner of the above-referenced mark and Application for Registration thereof;

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to **Innovative Aftermarket Systems L.P.**, a Texas limited partnership with principle offices in Leander, Texas ("Assignee") all right, title and interest in and to the said trademark, to any and all trademark registration(s) therefor, or application(s) for registration thereof (domestic or foreign), the goodwill of the business symbolized by said trademark and the registration(s) thereof, and all causes of action, known or unknown, pertaining thereto.

Assignor agrees to cooperate with Assignee or its successors or assigns to effect the intent reflected by this document, without limitation, by signing all lawful papers, making all rightful oaths, and generally doing everything reasonably necessary to aid said Assignee, its successors, assigns and nominees, to take and perpetuate full ownership and control of the assigned mark, application(s), and registration(s). Any actions taken, including recording of this assignment, shall be at Assignee's sole expense.

This document is intended to supplement, not to supplant any provision of any other contemporaneous agreement between the parties pertaining, in whole or in part, to the

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trademark assignment reflected hereby. This document shall be construed according to its fair meaning, and not for or against either party, regardless of authorship.

SIGNED this 24th day of May 2004.

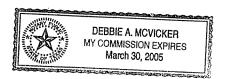
Innovative Aftermarket Systems, Inc.

STATE OF TEXAS COUNTY OF \

BEFORE ME, the undersigned authority, a Notary Public in and for the County and State, on this day personally appeared $\frac{faul}{A} \cdot \frac{Chink 50ales}{A} \cdot \frac{DR}{A} \cdot$ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed this agreement of Innovative (ifternacket Siptems LP in his above-stated capacity. behalf of

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of

Notary Public, State of Texas My Commission Expires:



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK: INVISIBLE PHANTOM FOOTPRINTS

REGIS. NO.: 2,124,944

ASSIGNMENT OF REGISTERED TRADEMARK

WHEREAS, Innovative Aftermarket Systems, Inc. ("Assignor"), is the owner of the above-referenced mark and United States Patent and Trademark Registration;

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to **Innovative Aftermarket Systems L.P.**, a Texas limited partnership with principle offices in Leander, Texas ("Assignee") all right, title and interest in and to the said trademark, to any and all trademark registration(s) therefor, or application(s) for registration thereof (domestic or foreign), the goodwill of the business symbolized by said trademark and the registration(s) thereof, and all causes of action, known or unknown, pertaining thereto.

Assignor agrees to cooperate with Assignee or its successors or assigns to effect the intent reflected by this document, without limitation, by signing all lawful papers, making all rightful oaths, and generally doing everything reasonably necessary to aid said Assignee, its successors, assigns and nominees, to take and perpetuate full ownership and control of the assigned mark, application(s), and registration(s). Any actions taken, including recording of this assignment, shall be at Assignee's sole expense.

This document is intended to supplement, not to supplant any provision of any other contemporaneous agreement between the parties pertaining, in whole or in part, to the

1	trademark assignment reflected hereby. This document shall be construed according to its
2	fair meaning, and not for or against either party, regardless of authorship.
3	
4	SIGNED this 24 b day of May 2004.
5 6 7 8 9 10 11 12 13	Innovative Aftermarket Systems, Inc. By:
14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32	STATE OF TEXAS COUNTY OF Acutes* BEFORE ME, the undersigned authority, a Notary Public in and for the County and State, on this day personally appeared flux A. Clinkscales, Je., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed this agreement on behalf of Innovature lefternalit suptement in his above-stated capacity. GIVEN UNDER MY HAND AND SEAL OF OFFICE this Left day of Notary Public, State of Texas My Commission Expires: 31301
	DEBBIE A. MCVICKER



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK: R.I.D.E. SAFE

REGIS. NO.: 2,756,528

ASSIGNMENT OF REGISTERED TRADEMARK

WHEREAS, **Innovative Aftermarket Systems, Inc.** ("Assignor"), is the owner of the above-referenced mark and United States Patent and Trademark Registration;

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to **Innovative Aftermarket Systems L.P.**, a Texas limited partnership with principle offices in Leander, Texas ("Assignee") all right, title and interest in and to the said trademark, to any and all trademark registration(s) therefor, or application(s) for registration thereof (domestic or foreign), the goodwill of the business symbolized by said trademark and the registration(s) thereof, and all causes of action, known or unknown, pertaining thereto.

Assignor agrees to cooperate with Assignee or its successors or assigns to effect the intent reflected by this document, without limitation, by signing all lawful papers, making all rightful oaths, and generally doing everything reasonably necessary to aid said Assignee, its successors, assigns and nominees, to take and perpetuate full ownership and control of the assigned mark, application(s), and registration(s). Any actions taken, including recording of this assignment, shall be at Assignee's sole expense.

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trademark assignment reflected hereby. This document shall be construed according to its fair meaning, and not for or against either party, regardless of authorship.

SIGNED this 24 h day of May 2004.

Innovative Aftermarket Systems, Inc.

By: Paul Clinkscales, CFO

STATE OF TEXAS

COUNTY OF
**

BEFORE ME, the undersigned authority, a Notary Public in and for the County and State, on this day personally appeared <u>faul A. Clink sales</u>, JR. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed this agreement on behalf of <u>knowature afternated Systemstrin</u> his above-stated capacity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this At day of May, 2004.

Notary Public, State of Texas

My Commission Expires:



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK: R.O.A.D. INTIRE

APPL. NO.: 78/187,547

ASSIGNMENT OF APPLICATION FOR TRADEMARK REGISTRATION

WHEREAS, Innovative Aftermarket Systems, Inc. ("Assignor"), is the owner of the above-referenced mark and Application for Registration thereof;

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to **Innovative Aftermarket Systems L.P.**, a Texas limited partnership with principle offices in Leander, Texas ("Assignee") all right, title and interest in and to the said trademark, to any and all trademark registration(s) therefor, or application(s) for registration thereof (domestic or foreign), the goodwill of the business symbolized by said trademark and the registration(s) thereof, and all causes of action, known or unknown, pertaining thereto.

Assignor agrees to cooperate with Assignee or its successors or assigns to effect the intent reflected by this document, without limitation, by signing all lawful papers, making all rightful oaths, and generally doing everything reasonably necessary to aid said Assignee, its successors, assigns and nominees, to take and perpetuate full ownership and control of the assigned mark, application(s), and registration(s). Any actions taken, including recording of this assignment, shall be at Assignee's sole expense.

This document is intended to supplement, not to supplant any provision of any other contemporaneous agreement between the parties pertaining, in whole or in part, to the

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trademark assignment reflected hereby. This document shall be construed according to its fair meaning, and not for or against either party, regardless of authorship.

SIGNED this 24th day of May 2004.

Innovative Aftermarket Systems, Inc.

By: Paul a, Commercial Paul Clinkscales, CFO

STATE OF TEXAS, COUNTY OF

BEFORE ME, the undersigned authority, a Notary Public in and for the County and State, on this day personally appeared face / A. C/inkscales, JP. , known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed this agreement Innovative Oftensis let System 1 An his above-stated capacity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of

My Commission Expires: 3/30/2005



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK: SAFELOK

REGIS. NO.: 1,850,295

ASSIGNMENT OF REGISTERED TRADEMARK

WHEREAS, Innovative Aftermarket Systems, Inc. ("Assignor"), is the owner of the above-referenced mark and United States Patent and Trademark Registration;

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to **Innovative Aftermarket Systems L.P.**, a Texas limited partnership with principle offices in Leander, Texas ("Assignee") all right, title and interest in and to the said trademark, to any and all trademark registration(s) therefor, or application(s) for registration thereof (domestic or foreign), the goodwill of the business symbolized by said trademark and the registration(s) thereof, and all causes of action, known or unknown, pertaining thereto.

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trademark assignment reflected hereby. This document shall be construed according to its fair meaning, and not for or against either party, regardless of authorship.

SIGNED this 24th day of May 2004.

Innovative Aftermarket Systems, Inc.

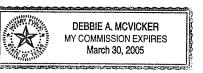
By: Paul Clinkscales, CFO

STATE OF TEXAS OCCUNTY OF MANGES

BEFORE ME, the undersigned authority, a Notary Public in and for the County and State, on this day personally appeared full A. Clinkscales, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed this agreement of showative Afternacket Aptension his above-stated capacity. behalf of

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4 day of May, 2004.

> Notary Public, State of Texas
> 3/30/2025 My Commission Expires: 3/30



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK: SMART DEALER UNIVERSITY

APPL. NO.: 78/212,666

ASSIGNMENT OF APPLICATION FOR TRADEMARK REGISTRATION

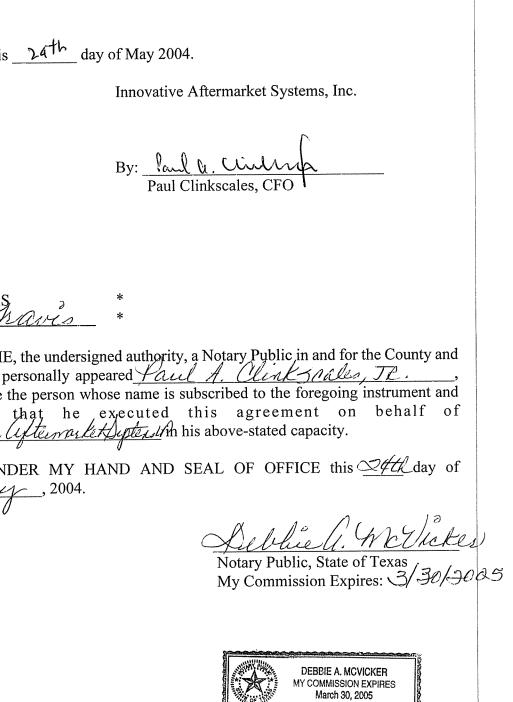
WHEREAS, Innovative Aftermarket Systems, Inc. ("Assignor"), is the owner of the above-referenced mark and Application for Registration thereof;

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to **Innovative Aftermarket Systems L.P.**, a Texas limited partnership with principle offices in Leander, Texas ("Assignee") all right, title and interest in and to the said trademark, to any and all trademark registration(s) therefor, or application(s) for registration thereof (domestic or foreign), the goodwill of the business symbolized by said trademark and the registration(s) thereof, and all causes of action, known or unknown, pertaining thereto.

Assignor agrees to cooperate with Assignee or its successors or assigns to effect the intent reflected by this document, without limitation, by signing all lawful papers, making all rightful oaths, and generally doing everything reasonably necessary to aid said Assignee, its successors, assigns and nominees, to take and perpetuate full ownership and control of the assigned mark, application(s), and registration(s). Any actions taken, including recording of this assignment, shall be at Assignee's sole expense.

This document is intended to supplement, not to supplant any provision of any other contemporaneous agreement between the parties pertaining, in whole or in part, to the

1	trademark assignment reflected hereby. This document shall be construed according to its
2	fair meaning, and not for or against either party, regardless of authorship.
3	
4	SIGNED this day of May 2004.
5 6	Innovative Aftermarket Systems, Inc.
7 8 9 10 11 12 13 14	By: Vaul & Clinkscales, CFO Paul Clinkscales, CFO
16 17 18 19 20 21 22 23 24 25 26 27	STATE OF TEXAS COUNTY OF BEFORE ME, the undersigned authority, a Notary Public in and for the County and State, on this day personally appeared faul A. Clink Jacks, TE. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed this agreement on behalf of Simourative lyteraters in his above-stated capacity. GIVEN UNDER MY HAND AND SEAL OF OFFICE this Aday of City, 2004.
28 29 30 31 32	Notary Public, State of Texas My Commission Expires: 3/30/



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK: SMARTEYE

APPL. NO.: 78/095,700

ASSIGNMENT OF APPLICATION FOR TRADEMARK REGISTRATION

WHEREAS, Innovative Aftermarket Systems, Inc. ("Assignor"), is the owner of the above-referenced mark and Application for Registration thereof;

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to **Innovative Aftermarket Systems L.P.**, a Texas limited partnership with principle offices in Leander, Texas ("Assignee") all right, title and interest in and to the said trademark, to any and all trademark registration(s) therefor, or application(s) for registration thereof (domestic or foreign), the goodwill of the business symbolized by said trademark and the registration(s) thereof, and all causes of action, known or unknown, pertaining thereto.

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trademark assignment reflected hereby. This document shall be construed according to its fair meaning, and not for or against either party, regardless of authorship.

SIGNED this 24th day of May 2004.

Innovative Aftermarket Systems, Inc.

By: Paul Clinkscales, CFO

STATE OF TEXAS, O COUNTY OF Laves

BEFORE ME, the undersigned authority, a Notary Public in and for the County and State, on this day personally appeared Paul A. Clinks Cales In known to me to be the person whose name is subscribed to the foregoing instrument and that he executed this agreement behalf acknowledged on Quantive Ofterna let Siptem in his above-stated capacity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this Aday of May, 2004.

> Delilie a. McVici Notary Public, State of Texas My Commission Expires: 3/30/



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK: SMARTMENU

APPL. NO.: 78/095,694

ASSIGNMENT OF APPLICATION FOR TRADEMARK REGISTRATION

WHEREAS, Innovative Aftermarket Systems, Inc. ("Assignor"), is the owner of the above-referenced mark and Application for Registration thereof;

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to **Innovative Aftermarket Systems L.P.**, a Texas limited partnership with principle offices in Leander, Texas ("Assignee") all right, title and interest in and to the said trademark, to any and all trademark registration(s) therefor, or application(s) for registration thereof (domestic or foreign), the goodwill of the business symbolized by said trademark and the registration(s) thereof, and all causes of action, known or unknown, pertaining thereto.

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1	trademark assignment reflected hereby. This document shall be construed according to its
2	fair meaning, and not for or against either party, regardless of authorship.
3	
4	SIGNED this 24th day of May 2004.
5	Innovative Aftermarket Systems, Inc.
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8	By: land a - Willings Paul Clinkscales, CFO
9	By: Nove Climbrosolog CEO
10	Paul Clinkscales, CFO
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16	STATE OF TEXAS *
17	STATE OF TEXAS * COUNTY OF Laves *
18	
19	BEFORE ME, the undersigned authority, a Notary Public in and for the County and
20	State, on this day personally appeared Faul A. Clinkscales, JR.
21	known to me to be the person whose name is subscribed to the foregoing instrument and
22	acknowledged that he executed this agreement on behalf of Innovative of terrailed Signature of in his above-stated capacity.
23	Chnowative liftermule + Siglenis LF in his above-stated capacity.
24	GIVEN UNDER MY HAND AND SEAL OF OFFICE this July of
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28 29	Albhie U. McDicker
30	Notary Public, State of Texas /
31	Notary Public, State of Texas My Commission Expires: 3/30/2005
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	DEBBIE A. MCVICKER MY COMMISSION EXPIRES

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK: SMARTTRAC

APPL. NO.: 78/095,688

ASSIGNMENT OF APPLICATION FOR TRADEMARK REGISTRATION

WHEREAS, Innovative Aftermarket Systems, Inc. ("Assignor"), is the owner of the above-referenced mark and Application for Registration thereof;

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to **Innovative Aftermarket Systems L.P.**, a Texas limited partnership with principle offices in Leander, Texas ("Assignee") all right, title and interest in and to the said trademark, to any and all trademark registration(s) therefor, or application(s) for registration thereof (domestic or foreign), the goodwill of the business symbolized by said trademark and the registration(s) thereof, and all causes of action, known or unknown, pertaining thereto.

Assignor agrees to cooperate with Assignee or its successors or assigns to effect the intent reflected by this document, without limitation, by signing all lawful papers, making all rightful oaths, and generally doing everything reasonably necessary to aid said Assignee, its successors, assigns and nominees, to take and perpetuate full ownership and control of the assigned mark, application(s), and registration(s). Any actions taken, including recording of this assignment, shall be at Assignee's sole expense.

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2	fair meaning, and not for or against either party, regardless of authorship.
3	
4	SIGNED this 24th day of May 2004.
5 6 7 8 9 10 11 12	Innovative Aftermarket Systems, Inc. By: Paul Q. Cliuly Paul Clinkscales, CFO
14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32	STATE OF TEXAS, * COUNTY OF * BEFORE ME, the undersigned authority, a Notary Public in and for the County and State, on this day personally appeared fixed A. Clints cales, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed this agreement on behalf of * Dunrocative Afternal Application in his above-stated capacity. GIVEN UNDER MY HAND AND SEAL OF OFFICE this * Offic
	DEBBIE A. MCVICKER MY COMMISSION EXPIRES March 30, 2005

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK: THE INSTITUTE OF HIGHER EARNING

APPL. NO.: 78/212,665

ASSIGNMENT OF APPLICATION FOR TRADEMARK REGISTRATION

WHEREAS, Innovative Aftermarket Systems, Inc. ("Assignor"), is the owner of the above-referenced mark and Application for Registration thereof;

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to **Innovative Aftermarket Systems L.P.**, a Texas limited partnership with principle offices in Leander, Texas ("Assignee") all right, title and interest in and to the said trademark, to any and all trademark registration(s) therefor, or application(s) for registration thereof (domestic or foreign), the goodwill of the business symbolized by said trademark and the registration(s) thereof, and all causes of action, known or unknown, pertaining thereto.

Assignor agrees to cooperate with Assignee or its successors or assigns to effect the intent reflected by this document, without limitation, by signing all lawful papers, making all rightful oaths, and generally doing everything reasonably necessary to aid said Assignee, its successors, assigns and nominees, to take and perpetuate full ownership and control of the assigned mark, application(s), and registration(s). Any actions taken, including recording of this assignment, shall be at Assignee's sole expense.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this Office of May, 2004. Comparison of the control of t	1	trademark assignment reflected hereby. This document shall be construed according to its
Innovative Aftermarket Systems, Inc. By: land a. United Paul Clinkscales, CFO STATE OF TEXAS ** COUNTY OF ** BEFORE ME, the undersigned authority, a Notary Public in and for the County and State, on this day personally appeared faul f. United States JR known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed this agreement on behalf of Smountive (Items to the foregoing instrument and acknowledged that he executed this agreement on behalf of Smountive (Items to the foregoing in this above-stated capacity. GIYEN UNDER MY HAND AND SEAL OF OFFICE this State of Texas My Commission Expires: 3/30/301332	2	fair meaning, and not for or against either party, regardless of authorship.
Innovative Aftermarket Systems, Inc. By: land a United States, CFO By: land a United States	3	
By: land to United Paul Clinkscales, CFO By: land to United Paul Clinks	4	SIGNED this 24 th day of May 2004.
MY COMMISSION EXPIRES March 30, 2005	6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	By:

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK: THEFT AVERT

REGIS. NO.: 1,781,303

ASSIGNMENT OF REGISTERED TRADEMARK

WHEREAS, Innovative Aftermarket Systems, Inc. ("Assignor"), is the owner of the above-referenced mark and United States Patent and Trademark Registration;

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to **Innovative Aftermarket Systems L.P.**, a Texas limited partnership with principle offices in Leander, Texas ("Assignee") all right, title and interest in and to the said trademark, to any and all trademark registration(s) therefor, or application(s) for registration thereof (domestic or foreign), the goodwill of the business symbolized by said trademark and the registration(s) thereof, and all causes of action, known or unknown, pertaining thereto.

Assignor agrees to cooperate with Assignee or its successors or assigns to effect the intent reflected by this document, without limitation, by signing all lawful papers, making all rightful oaths, and generally doing everything reasonably necessary to aid said Assignee, its successors, assigns and nominees, to take and perpetuate full ownership and control of the assigned mark, application(s), and registration(s). Any actions taken, including recording of this assignment, shall be at Assignee's sole expense.

This document is intended to supplement, not to supplant any provision of any other contemporaneous agreement between the parties pertaining, in whole or in part, to the

1	trademark assignment reflected hereby. This document shall be construed according to its
2	fair meaning, and not for or against either party, regardless of authorship.
3	
4	SIGNED this 29th day of May 2004.
5 6 7 8 9 10 11 12 13	Innovative Aftermarket Systems, Inc. By: Land. China. Paul Clinkscales, CFO
14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32	STATE OF TEXAS BEFORE ME, the undersigned authority, a Notary Public in and for the County and State, on this day personally appeared four formula for the County and State, on this day personally appeared for formula for the foregoing instrument and acknowledged that he executed this agreement on behalf of the foregoing instrument and acknowledged that he executed this agreement on behalf of the foregoing instrument and acknowledged that he executed this agreement on behalf of the foregoing instrument and acknowledged that he executed this agreement on behalf of the foregoing instrument and acknowledged that he executed this agreement on behalf of the foregoing instrument and acknowledged that he executed this agreement on behalf of the foregoing instrument and acknowledged that he executed this agreement on behalf of the foregoing instrument and acknowledged that he executed this agreement on behalf of the foregoing instrument and acknowledged that he executed this agreement on behalf of the foregoing instrument and acknowledged that he executed this agreement on behalf of the foregoing instrument and acknowledged that he executed this agreement on behalf of the foregoing instrument and acknowledged that he executed this agreement on behalf of the foregoing instrument and acknowledged that he executed this agreement on behalf of the foregoing instrument and acknowledged that he executed this agreement on behalf of the foregoing instrument and acknowledged that he executed this agreement on behalf of the foregoing instrument and acknowledged that he executed this agreement on behalf of the foregoing instrument and acknowledged the foregoin

RECORDED: 06/08/2004