

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Westinghouse Electric Corporation		12/29/1997	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA	
Name:	Liberty Associates Management Group, LLC
Street Address:	637 Jim Moran Blvd.
City:	Deerfield Beach
State/Country:	FLORIDA
Postal Code:	33442
Entity Type:	LTD LIAB JT ST CO: FLORIDA

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Serial Number:	72455101	NIA
Registration Number:	1027668	NIA

CORRESPONDENCE DATA	
Fax Number:	(954)474-7343
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	9544748080
Email:	awilliams@flbbwlaw.com
Correspondent Name:	Alexander J. Williams, Jr., Esq.
Address Line 1:	150 So Pine Island Rd
Address Line 2:	suite 400
Address Line 4:	fort lauderdale, FLORIDA 33324

NAME OF SUBMITTER:	Alexander J. Williams, Jr., Esq.
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Total Attachments: 6
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STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT ("Agreement") is made and entered into as of this 29th day of December, 1997, by and between CBS CORPORATION, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with a place of business at 11 Stanwix Street, Pittsburgh, Pennsylvania 15222 ("Seller"), and LIBERTY ASSOCIATES MANAGEMENT GROUP, LLC, a limited liability company organized and existing under the laws of Florida ("Buyer"). Buyer and Seller are sometimes collectively referred to hereinafter as the "Parties." Terms the first letter of which are capitalized herein shall have the meanings ascribed to them in Article 14 herein.

W I T N E S S E T H:

WHEREAS, Seller is the owner of all of the issued and outstanding capital stock (the "Stock"), of Westinghouse Audio Intelligence Devices, Inc., a Delaware corporation (the "Company"); and

WHEREAS, Seller desires to sell to Buyer and Buyer desires to purchase and assume the Stock, subject to all of the terms and conditions hereof.

NOW, THEREFORE, Buyer and Seller, in consideration of the

mutual representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions hereinafter set forth, and intending to be legally bound, do hereby agree as follows:

ARTICLE 1.

SALE AND PURCHASE OF STOCK

1.1. Purchase. Subject to and upon the terms and conditions of this Agreement, Seller agrees to sell, transfer and deliver or cause to be sold, transferred and delivered to Buyer, and Buyer agrees to purchase, pay for and accept from Seller the Stock.

1.2. Retained Assets. Anything contained herein to the contrary notwithstanding, prior to the Closing, Seller shall cause the Company to transfer to Seller, and Buyer shall not acquire or cause to be acquired, the following assets of the Company (the "Retained Assets"):

1.2.1. All cash and cash equivalents, such as bank deposits and marketable securities of the Company;

1.2.2. Any and all claims of the Company for refunds, credits, carrybacks or carryforwards in connection with any federal, state or local taxes, to the extent allowable by law (or similar taxes of the Company for tax periods ending on or

prior to the Closing Date) and proceeds thereof;

1.2.3. Any and all claims (including counterclaims and cross claims), rights and choses in action to the extent relating in any fashion to any Retained Liability, including without limitation, any claims against Jack N. Holcomb;

1.2.4. The names "Westinghouse Electric Corporation", "Westinghouse Audio Intelligence Devices, Inc." and the Westinghouse Marks; provided, that, nothing contained in this Agreement shall be deemed to restrict Buyer from using the words "Audio Intelligence Devices, Inc.", or any combination thereof; and

1.2.5. All assets, interests and rights of the Company or Seller, wherever located, which are not Related to the Business.

14.24. "Retained Assets" shall have the meaning set forth in Section 1.2.

14.25. "Retained Liabilities" shall have the meaning set forth in Section 2.2.

14.26. "Seller" means CBS Corporation.

14.27. "Seller Group" shall have the meaning set forth in Section 12.2.

14.28. "Short Tax Period" means any Tax Period ending on the Closing Date.

14.29. "Tax Period" shall have the meaning set forth in Section 8.1.1.

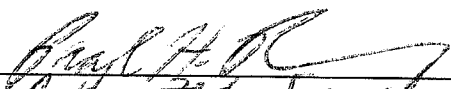
14.30. "Threshold Amount" shall have the meaning set forth in Section 12.6.1.

14.31. "Westinghouse Marks" means any foreign or domestic, registered or unregistered trade name, trademark or service mark, owned by Westinghouse or any of its Affiliates, including but not limited to the terms "WESTINGHOUSE" or "WESTINGHOUSE ELECTRIC CORPORATION," in whole or in part, or the "CIRCLE W" in logotype design or any other style or design, except, for the purpose of

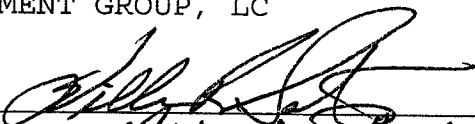
this Agreement, those marks listed in Schedule 4.15.1(b).

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed on its behalf as of the date first above written.

CBS CORPORATION

By: 
Title: Authorized Signatory

LIBERTY ASSOCIATES
MANAGEMENT GROUP, LC

By: 
Title: Managing Member

II.B

Schedule 4.15.1 (b)

TRADEMARK PORTFOLIO FOR AUDIO INTELLIGENCE DEVICES

COUNTRY	MARK	DOCKET NO.	STATUS	INT. CLASS	REG. NO.	REG. DATE	EXPIRATION DATE
U. S. A.	STREETLINK	58231	G	IN 009	2045980	18MR1997	18MR2007
U. S. A.	FIREFLY	58452	G	NA 026	1642602	30AP1991	30AP2001
U. S. A.	AID	58453	G	IN 009	1136620	03JE1980	03JE2000
U. S. A.	AID	58453	G	IN 037	1104936	24OC1978	24OC1998
U. S. A.	NIA	58456	G	IN 041	1027668	16DE1995	16DE2005
U. S. A.	BIRD DOG	58494	G	IN 009	1946673	09JA1996	09JA2006
U. S. A.	BIRD DOG TRACKING	58495	F	IN 9			