

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
Liberty Associates Management Group, LLC		06/28/2004	LTD LIAB JT ST CO: FLORIDA

RECEIVING PARTY DATA

Name:	Innovative Surveillance Technology, Inc.
Street Address:	11840 NW 41 Street
City:	coral springs
State/Country:	FLORIDA
Postal Code:	33065-7606
Entity Type:	CORPORATION: 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
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 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: 5
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AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of June, 2004, by and between Innovative Surveillance Technology, Inc., a Florida corporation, with its principal place of business located in Coral Springs, Florida ("BUYER"); and Audio Intelligence Devices, Inc., a Delaware corporation, with its principal place of business located in Deerfield Beach, Florida, joined by Liberty Associates Management Group, LLC., a Florida Limited Liability Company (hereafter collectively referred to as "SELLER").

WITNESSETH:

WHEREAS, SELLER, among its several business interests, owns, operates, supports, and promotes technical intelligence training courses and schooling worldwide for police and related security providers under its operating division known as "National Intelligence Academy," a registered fictitious name filed in accordance with Florida law by SELLER, also sometimes referred to as "NIA" (collectively hereafter "NIA"); and,

WHEREAS, SELLER maintains its principal place of business with respect to NIA located at 637 NW 12th Ave., Deerfield Beach, FL.

WHEREAS, SELLER is desirous of selling to BUYER, and BUYER is desirous of purchasing from SELLER all tangible and intangible assets of SELLER'S NIA business as are hereinafter identified in more detail, and consisting generally of SELLER'S service marks, trademarks, wordmarks, logos, and copyrights relating to its NIA operations, as well as certain office equipment, fixtures, furnishings, inventory, trade names, fictitious names, good will, business records, customer lists, accounts, telephone numbers and website, such that, at the closing of the sale as contemplated herein,

SELLER shall be completely divested of any and all interests in and to NIA, except as may be provided for elsewhere herein.

WHEREAS, SELLER is wholly owned by Liberty Associates Management Group, LLC. whose members are Joseph G. Wortley and William Gates.

WHEREAS, the parties hereto have reached a mutual agreement with respect to said purchase and sale and wish to reduce it to writing in accordance with the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto respectively agree as follows:

1. Recitals. The above recitals are true, accurate and material, and each party is relying upon the respective representations and warranties of the remaining party as set forth above, and as may elsewhere be contained within this agreement.

2. Description of Property and Business Purchased. Subject to the terms, provisions and conditions elsewhere set forth in this agreement, SELLER hereby agrees to sell to BUYER and BUYER hereby agrees to purchase from SELLER each and every asset (hereinafter sometimes collectively referred to as the ("ASSETS")), identified on Schedule "A", a copy of which is attached hereto and made a part hereof. SELLER, in addition to the necessary documents specified herein needed to implement the closing of this transaction, as part of and in connection with the sale and assignment of the goodwill of the NIA division to BUYER, shall execute, acknowledge, and deliver to BUYER at closing all instruments required by law to assign to BUYER that certain trademark/wordmark owned by SELLER, which is registered in the United States Patent and Trademark Office under Registration No. 1027668 dated 12/16/1975.

28. Waiver of Trial by Jury. BOTH SELLER AND BUYER HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED UPON THE CONTRACT DOCUMENTS, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.

AUDIO INTELLIGENCE DEVICES, INC.

Dated: 6/28/04
Witness: Joseph B. Sumi

By: Glenn Power
PRESIDENT - AID

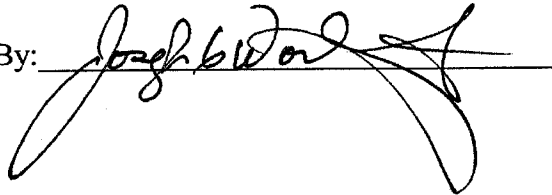
Dated: 6/28/04
Witness: Joseph B. Sumi

By: Carl A. Spooner

Corporate Seal:

LIBERTY ASSOCIATES MANAGEMENT GROUP, LLC

Dated: 6/28/04

By: 

Witness: Carol A. Spruner

Dated: _____

By: _____

Witness: _____

Corporate Seal:

BILL OF SALE, ABSOLUTE

KNOW ALL MEN BY THESE PRESENTS, That AUDIO INTELLIGENCE DEVICES, INC. in the County of Broward and State of Florida, party of the first part, for and in consideration of the sum of \$10.00 Dollars lawful money of the United States, and other good and valuable consideration, to us paid by INNOVATIVE SURVEILLANCE TECHNOLOGY, INC. in the County of Broward and State of Florida, party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the said parties of the second part, their executors, administrators and assigns, the following:

All those items listed in the Agreement for Sale and Purchase by and between the parties herein or the inventory list appended as schedule "A" thereto, regarding the operating division and business known as "National Intelligence Academy," a registered fictitious name filed in accordance with Florida law by AUDIO INTELLIGENCE DEVICES, INC., also sometimes referred to as "NIA", including the current telephone numbers, right to use the trade names, copyrights, service marks, logo, trademarks, wordmark, fictitious name National Intelligence Academy and NIA, associated with, or related to this transaction, and good will attendant thereto.

To Have and to Hold the same unto the said parties of the second part, executors, administrators and assigns forever.

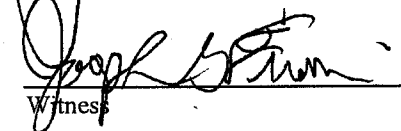
AND we do, for AUDIO INTELLIGENCE DEVICES, INC. and its heirs, successors, and administrators, covenant to and with the said parties of the second part, and assigns, that it is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that it has good right to sell the same aforesaid, and that it will warrant and defend the sale of the said property, goods and chattels hereby made, unto the said parties of the second part, their executors, administrators and assigns against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, we have hereunto set our hand and seal this 28th day of June, 2004

Signed, sealed and delivered in presence of us:




Witness



Witness

Witness

Witness

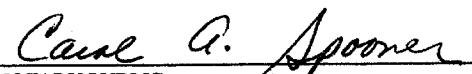
BY: 

Glenn Hower, President

BY: _____
~~Carol Spooner, Notary Public~~

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Glenn Hower and Carol Spooner known to me personally or who provided Personally Known as identification and who executed the foregoing Bill of Sale, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and seal at June 28, State of Florida, this 28th day of June, 2004.
Deerfield Beach



NOTARY PUBLIC
My commission expires:

Carol A. Spooner
NOTARY PUBLIC
Commission DD313591