# Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective assignment to correct REEL/FRAME: 002868/0705; to correct "composed of" misidentification of general partner as a Nevada Corporation when it is a Texas Corporation

#### **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, LP.
Composed Of:	COMPOSED OF IAS Management Services, Inc., a Texas 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
Registration Number:	2124944	INVISIBLE PHANTOM FOOTPRINTS
Registration Number:	2756528	R.I.D.E. SAFE
Registration Number:	1781303	THEFT AVERT
Serial Number:	78009368	IAS
Serial Number:	78195202	IAS
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
		TRADEMARK

TRADEMARK

900014179 REEL: 002958 FRAME: 0144

78212665 THE INSTITUTE OF HIGHER EARNING Serial Number:

#### 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

Correspondent Name: David G. Henry

Address Line 1: 900 Washington Avenue, Suite 700

Waco, TEXAS 76701 Address Line 4:

#### NAME OF SUBMITTER:

David G. Henry

#### **Total Attachments: 28**

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TRADEMARK

REEL: 002958 FRAME: 0145

# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

06/08/2004 900008920

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,	05/24/2004	CORPORATION: TEXAS
Inc.	Inc.		

## 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
Littly Typo.	

## 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: 002958 FRAME: 0146** 

RECEIVED TIME JUN.10. 1:43PM **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

Correspondent Name:

David G. Henry

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: 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.

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 24th day of May 2004.
5	Innovative Aftermarket Systems, Inc.
6	
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8	Dry Paris Con Con Assa h
9	By: Paul a. Clinkscales, CFO
10	1 aut Chikscaics, Ci O
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16	STATE OF TEXAS/ 5 *
17	STATE OF TEXASY 5 * COUNTY OF Awas *
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
23	acknowledged that he executed this agreement on behalf of howafive Afternaket Aptension his above-stated capacity.
24	
25	GIVEN UNDER MY HAND AND SEAL OF OFFICE this Aday of
26	
27	
28	Notary Public, State of Texas My Commission Expires: 3/30/2025
29	Notary Public State of Texas
30	My Commission Expires: 3/30/300
31 32	
<i>J                                    </i>	



#### 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.

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

SIGNED this 24<sup>th</sup> day of May 2004.

Innovative Aftermarket Systems, Inc.

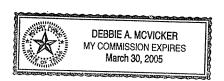
By: Paul Clinkscales, CFO

E OF TEXAS, ONTY OF LAWS

BEFORE ME, the undersigned authority, a Notary Public in and for the County and on this day personally appeared Haul A. Clinkscales, JR., n to me to be the person whose name is subscribed to the foregoing instrument and owledged that he executed this agreement on or alive afternacket System in his above-stated capacity. behalf of

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of )ay\_\_\_\_, 2004.

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



#### 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;

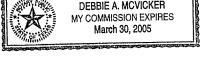
NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to **Innovative Aftermarket Systems L.P.**, a Texas limited partnership with principle offices in Leander, Texas ("Assignee") 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.

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

REEL: 002958 FRAME: 0152

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 <sup>44</sup> day of May 2004.
5	Innovative Aftermarket Systems, Inc.
6	
7	
8	By: laul & Clinkscales, CFO
9	Paul Clinkscales CEO
10 11	Taur Chinkscares, Cr O
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16	STATE OF TEXAS *
17	STATE OF TEXAS * COUNTY OF Taves *
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 Clinks cales Je.,
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
23	acknowledged that he executed this agreement on behalf of Innovative Afternaket System in his above-stated capacity.
24	
25	GIVEN UNDER MY HAND AND SEAL OF OFFICE this Lay of
26	may, 2004.
27	$\Lambda$ $\Lambda$ $\Lambda$
28	Alahlanda Graffiel
29	Notary Public, State of Texas
30	My Commission Expires: 3/30/2
31 32	Wry Commission Expires.
<i>J</i>	
	DEBBIE A. MCVICKER



## 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 24<sup>th</sup> day of May 2004.

Innovative Aftermarket Systems, Inc.

By: Vaul a. Charles
Paul Clinkscales, CFO

STATE OF TEXAS

COUNTY OF Laves

\*

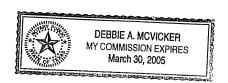
BEFORE ME, the undersigned authority, a Notary Public in and for the County and State, on this day personally appeared faul A. Clinkscales, De., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed this agreement on behalf of Innovative afternally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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of may, 2004.

Notary Public, State of Texas

My Commission Expires:

My Commission Expires: 3/30



#### 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.

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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 b day of May 2004.

Innovative Aftermarket Systems, Inc.

By: Paul Clinkscales, CFO

STATE OF TEXAS
COUNTY OF Javes

BEFORE ME, the undersigned authority, a Notary Public in and for the County and State, on this day personally appeared flui 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 on Innovative lettimalet suptemble in his above-stated capacity.

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: 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.

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 h day of May 2004.
5 6	Innovative Aftermarket Systems, Inc.
7 8 9 10 11 12 13	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   BEFORE ME, the undersigned authority, a Notary Public in and for the County and State, on this day personally appeared   A. Clink Soules, 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   Inovative Afternated Systems in his above-stated capacity.  GIVEN UNDER MY HAND AND SEAL OF OFFICE this   Aleksee A. McLinker Notary Public, State of Texas My Commission Expires: 3/30/2005
	DEBBIE A. MCVICKER MY COMMISSION EXPIRES March 30, 2005

**TRADEMARK REEL: 002958 FRAME: 0159** 

### IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK: R.O.A.D. INTIRE

APPL. NO.: 78/187,547

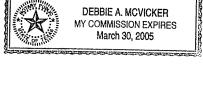
## ASSIGNMENT OF APPLICATION FOR TRADEMARK REGISTRATION

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.

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.
6 7	
8 9 10 11 12	By: Paul a. Comments  Paul Clinkscales, CFO
14	
15 16 17	STATE OF TEXAS  COUNTY OF *  *
18 19 20 21 22 23	BEFORE ME, the undersigned authority, a Notary Public in and for the County and State, on this day personally appeared <u>fair A. Clink States</u> , <u>JP.</u> , 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>Chink stative Upter as let Siptems (fin his above-stated capacity.</u>
24 25 26	GIVEN UNDER MY HAND AND SEAL OF OFFICE this 34th day of 2004.
27 28 29	Seblie a. McLick
30 31 32	Notary Public, State of Texas My Commission Expires: 3/30/
	DEBBIE A. MCVICKER MY COMMISSION EXPIRES



#### IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK: SMART DEALER UNIVERSITY

APPL. NO.: 78/212,666

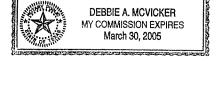
### ASSIGNMENT OF APPLICATION FOR TRADEMARK REGISTRATION

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.

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	Innovative Aftermarket Systems, Inc.
6 7 8 9 10 11 12	By: land b. Windred 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   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   Mountaine (Internated September of the County and State of Texas My Commission Expires: 3/30/3035



## 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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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	SIGNED this 29th day of May 2004.
5 6 7 8 9 10 11 12 13	By: Now Aftermarket Systems, Inc.  By: Paul O. Carry  Paul Clinkscales, CFO
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 faul A. Clinks Cales, Jaknown to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed this agreement on behalf of Sunovative Officery for Supplementary in his above-stated capacity.  GIVEN UNDER MY HAND AND SEAL OF OFFICE this officery, 2004.  Actual A. Macrickery Notary Public, State of Texas My Commission Expires:  DEBBIE A. MCVICKER
	MY COMMISSION EXPIRES March 30, 2005

## 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.

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 24th day of May 2004.
5	Innovative Aftermarket Systems, Inc.
6 7	
8 9	By: low a - Willing Paul Clinkscales, CFO
10	Paul Clinkscales, CFO
11 12	
13	
14 15	
16 17	STATE OF TEXAS *  COUNTY OF Awas *
18	BEFORE ME, the undersigned authority, a Notary Public in and for the County and
19 20	State on this day personally appeared Physia A. Chink & Calles JR.
21 22	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
23	Innovative liftermy let Septems (An his above-stated capacity.
24 25	GIVEN UNDER MY HAND AND SEAL OF OFFICE this Jeth day of
26	- 4 2004.
27 28	
29	Notary Public, State of Texas My Commission Expires: 3/30/2005
30 31	My Commission Expires: $3/30/300$
32	DEBBIE A. MCVICKER  MY COMMISSION EXPIRES  March 30, 2005

# 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.

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 24th day of May 2004.
5	Innovative Aftermarket Systems, Inc.
6	
7 8 9 10	By: Paul a. Clinkscales, CFO
11	
12	
13 14	
15	
16	STATE OF TEXAS 0 * COUNTY OF Aucs *
17 18	COUNTY OF SCHOOLS
19	BEFORE ME, the undersigned authority, a Notary Public in and for the County and
20	State, on this day personally appeared fluid A. Clink 5 Cales JR.
21 22	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
23	Que of ative Oftermal of Septems in his above-stated capacity.
24	$\iota$
25	GIVEN UNDER MY HAND AND SEAL OF OFFICE this Ath day of, 2004.
26 27	1 200
28	May low
29	Notary Public, State of Texas ( 1986)
30 31	Notary Public, State of Texas My Commission Expires: 3/30/2005
32	
	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.

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

REEL: 002958 FRAME: 0170

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	SIGNED this 24 th day of May 2004.
5	Innovative Aftermarket Systems, Inc.
6 7 8 9 10 11	By: Naul a. William Paul Clinkscales, CFO
13 14 15 16 17 18 19 20 21 22 23 24 25	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 to Clink Jales, 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 movative afterna, ket suffers in his above-stated capacity.  GIVEN UNDER MY HAND AND SEAL OF OFFICE this Aday of
26 27 28 29 30 31 32	May, 2004.  Sollie a. McLicker  Notary Public, State of Texas  My Commission Expires: 3/30/206

## 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.

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: land. Winter 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 fluct A. Clinksbale, TP. 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 Single Andrew Attract System in his above-stated capacity.  GIVEN UNDER MY HAND AND SEAL OF OFFICE this Office this Notary Public, State of Texas My Commission Expires:  My Commission Expires:  DEBBIE A MOVICKER MY COMMISSION EXPIRES	v 2005
	SIGNED this

**RECORDED: 10/18/2004**