

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the assignment of Reg. No. 2436051. The assignment from Directed Electronics, Inc. to DEI Headquarters, Inc. was made in error. previously recorded on Reel 003057 Frame 0798. Assignor(s) hereby confirms the Trademark Assignment and License Agreement.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Directed Electronics, Inc.		01/21/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Golfsmith International, Inc.
Street Address:	11000 North IH-35
City:	Austin
State/Country:	TEXAS
Postal Code:	78753
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2436051	VIPER

CORRESPONDENCE DATA

Fax Number: (760)599-1389
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (760) 598-6200
 Email: christie.biggs@directed.com
 Correspondent Name: DEI Headquarters, Inc.
 Address Line 1: 1 Viper Way
 Address Line 4: Vista, CALIFORNIA 92081

NAME OF SUBMITTER:	Crystal Biggs
Signature:	//CRYSTAL BIGGS//
Date:	09/08/2005

CH \$40.00 2436051

Total Attachments: 10

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OMNIBUS INTELLECTUAL PROPERTY ASSIGNMENT

THIS OMNIBUS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into effective as of January 1, 2003, by and between, Directed Electronics, Inc., a California corporation (the "Assignor") and DEI Headquarters, Inc., doing business as Directed Electronics, a Florida corporation (the "Assignee")

WHEREAS, Assignor owns the entire right, title, and interest in and to certain Intellectual Work Product (as defined below).

WHEREAS, it is the intention of the parties that Assignor should assign to Assignee the Assignor's entire right, title and interest in and to the Intellectual Work Product in connection with and as a condition to the consummation of a certain Service Agreement between the Assignee, and Assignor.

In CONSIDERATION of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor, intending to be legally bound, hereby agree as follows:

1. Assignment of Intellectual Work Product. The Assignor hereby irrevocably assigns and transfers to the Assignee:

(a) any and all of the Assignor's respective right, title and interest in and to the Intellectual Work Product (including, without limitation, all rights of action and damages for past, present and future infringement) under copyright, patent, trade secret and trademark law and any other laws providing for the protection of intellectual or industrial property or similar rights, whether domestic or foreign, in perpetuity or for the longest period otherwise permitted by law; and

(b) and all of the Assignor's respective right, title and interest as a licensee under any agreement or arrangement between or among the Assignor and any one or more third parties pursuant to which any such third party grants to the Assignor any rights to any of such third party's copyrights, patents, trade secrets, and trademarks in connection with the Assignor's conduct of any business now or previously carried on by the Assignor or any business that the Assignor is currently considering carrying on (collectively, the "License Rights").

2. Intellectual Work Product Defined. As used in this Agreement, the term "Intellectual Work Product" shall mean:

(a) all writings, documents, inventions, processes, products, methods, discoveries, computer programs or instructions (whether in source code, object code or any other form), plans, customer lists, memoranda, tests, research, designs, specifications, models, data, diagrams, flow charts, techniques and similar or dissimilar intellectual work product (whether reduced to a written form or otherwise and whether or not patentable)

that the Assignor, either individually or jointly, may have made, conceived, discovered or developed or had made, conceived, developed or discovered either solely or jointly with any other person, at any time before the date of this Assignment, whether during working hours or at the Assignor's offices or at any other time or location, and whether upon the request or suggestion of the Assignor or otherwise, that relate to or may in any way be useful in connection with any business now or previously carried on by the Assignor or any business that the Assignor is currently considering carrying on;

(b) all of the United States Letters Patent, reissued patent, patent applications, foreign patents, foreign patent application and any continuation, continuation in part that may arise therefrom identified on Exhibit A attached to this Assignment; and

(c) all of the United States registered and unregistered trademarks, anywhere in the world, together with all of the goodwill associated therewith, identified on Exhibit B attached to this Agreement.

3. Title. The Assignor hereby represent and warrant to the Assignee that the Assignor either individually or jointly owns good and indefeasible legal and beneficial title to the Intellectual Work Product and the License Rights and that the Intellectual Work Product and the License Rights are free and clear of any and all encumbrances of any kind whatsoever including, without limitation, liens and security interest.

4. Further Documentation and Instruments. The Assignee shall have the exclusive right to obtain and hold in the Assignee's own name all copyrights, patents, trade secrets, trademarks, and other intellectual or industrial property or similar rights with respect to the Intellectual Work Product. The Assignor shall, at the Assignee's expense, assist the Assignee in acquiring and maintaining copyright, patent, trade secret, trademark, and other intellectual or industrial property protection upon, and confirming the Assignee's title to, the Intellectual Work Product. Such assistance shall include, without limitation, signing all applications and any other documents and instruments, cooperating in legal proceedings and taking such other actions as the Assignee considers necessary or desirable to effectuate more fully the intents and purposes of this Assignment.

5. Notices. All communications provided for in this Assignment shall be in writing and sent (a) by telecopy or electronic mail if the sender on the same day sends a conforming copy of such overnight delivery service (charges prepaid), or (c) by messenger. The address of the Assignee and of the Assignor for the purposes of this Agreement is set forth on the signature page to this Assignment. Each of the Assignee and the Assignor may change its address (or telecopy number) by notice to the other in accordance with this Section 5. Communications under this Assignment shall be deemed given only when actually received.

6. Complete Agreement. This Assignment (and all schedules and exhibits hereto and thereto) embody the complete agreement and understanding among the parties and supersede and preempt any prior understandings, agreements or representations by or

among the parties, written or oral, with respect to the Assignor's assignment of the Intellectual Work Product and the License Rights.

7. Counterparts. This Assignment may be executed on separate counterparts, each of which is deemed to be an original and all of which when taken together constitute one and the same agreement. Any telecopied signature shall be deemed a manually executed and delivered original.

8. Successors and Assigns. This Assignment shall inure to the benefit of and be enforceable by the Assignee and its successors and assigns and shall be binding upon and enforceable against each of the Assignor and each of their respective successors and assigns and heirs and personal representatives.

9. Equitable Remedies. Each of the Assignor Acknowledges and agrees that the Assignee would not have any adequate remedy at law in the event any of the provisions of this Assignment are not performed in accordance with its terms or are breached.

10. Choice of Law. This Assignment, including the validity hereof and the rights and obligations of the Assignee and the Assignor under this Assignment, and all amendments and supplements herof and all waivers and consents hereunder, shall be construed in accordance with and governed by the domestic substantive laws of the State of California without giving effect to any choice of law or conflicts of law provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

11. Jurisdiction. Each of the Assignee and the Assignor, to the extent that it may lawfully do so, hereby consents to service of process, and to be sued, in the State of California and consents to the jurisdiction of the courts of the State of California and the United States District Court sitting in the county of San Diego, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of its obligations under this assignment or with respect to the transactions contemplated hereby, and expressly waives any and all objections it may have as to venue in any such courts. Each of the Assignee and the Assignor further agrees that a summons and complaint commencing an action or proceeding in any of such courts shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to it at its address referred to in or as otherwise provided under the laws of the State of California. Notwithstanding the foregoing, each of the Assignee and the Assignor agrees that nothing contained in this Section 11 shall preclude the institution of any such suit, action or other proceeding in any jurisdiction other than the State of California.

12. JURY TRIAL WAIVER. EACH OF THE ASSIGNEE AND THE ASSIGNOR HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER PROCEEDING INSTITUTED BY OR AGAINST IT IN RESPECT TO ITS OBLIGATIONS UNDER THIS ASSIGNMENT OF THE TRANSACTIONS CONTEMPLATED BY THIS ASSIGNMENT.

13. Amendments and Waivers. No provisions of this Assignment may be amended or waived without the prior written consent of the Assignee by an instrument executed by a duly authorized representative of the Assignee. The waiver by the Assignee of any breach of any provision of this Assignment shall not be construed or operate as a waiver of any preceding or succeeding breach of any other term or provision or as a continuing waiver of the same or any other term or provision.

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Assignee and the Assignor have caused this Assignment to be duly executed as of the date first above written.

Directed Electronics, Inc.

By: [Signature]
James E. Minarik
Its: President and Chief Executive Officer

DEI Headquarters, Inc.

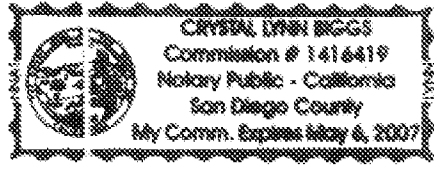
By: [Signature]
James E. Minarik
Its: President and Chief Executive Officer

STATE OF California)
COUNTY OF San Diego)

On March 28, 2005 before me, Crystal Lynn Biggs,
personally appeared James E. Minarik,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Signature



[Seal]

Exhibit B Table of Trademarks

United States Trademark Registrations

Steel Stopper (12)	
Viper (IC 9 -- Car Stereo Speakers, etc.)	1,382,152
Proguard (12) Assigned to DEI	1,426,496
Vocalarm (9)	1,439,606
Ghost Switch	2,464,066
Clifford (Clifford)	1,368,650
Sidewinder (12)	1,664,921
Merlin (12)	1,665,774
Sniper (12)	1,671,463
Clifford	1,674,046
Homet (12)	1,680,241
Equalizer (12)	1,687,774
Failsafe (12)	1,709,910
Avital	1,717,616
Valet (9)	1,721,572
meam (12)	1,743,898
CallGuard (Clifford)	1,745,072
Perimeter Detection that Speaks for itself	1,761,099
Viper (IC 14, 21, 25)	1,755,228
Viper (IC 12 -- Vehicular Anti-Theft Alarms)	1,756,693
Invisbeam (9)	1,775,832
Viper (IC 14 Costume Jewelry)	1,816,396
Python (IC 12 - Automotive Anti-Theft Systems)	1,822,606
Snake Design (Vinnio - Automotive Anti-Theft Systems)	1,822,606
VRS (12)	1,831,256
Wasp (12)	1,833,777
Boa (12) alarms	1,847,324
No One Dares Come Close (12)	1,848,170
Rattler (12)	1,850,291
Rattlesnake (12)	1,850,292
Security for the Best (12)	1,850,294
Auto-Mate (12)	1,853,037
DEI (12)	1,873,747
VoiceShield (12) Assigned to DEI	1,893,593
Leg-Lite (12)	1,906,342
Nite-Lite (12)	1,908,343
Scari-Safe (12)	1,908,344
Etch-It (Supp. Reg.) (12)	1,924,871
Warn Away (supp reg) (12)	1,924,872
DumbGuard (12)	1,925,347
Nuisance Prevention (Supp. Reg.) (12)	1,937,559
Safe-Lite (12)	1,937,898
Stringer (12)	1,937,930
Code Plus (9)	1,943,761
Back Talk (12)	1,946,305
Effective Vehicle Security (Supp. Reg.) (12)	1,949,767
Soft Chirp (supp reg) (12)	1,949,768
Snake design (Vinnio - IC 9, 14, 21, 25)	1,954,470
Viper (in a snake design) (12)	1,961,700
Revenge (12)	1,962,706
There is no Antidote (7) Assigned to DEI	1,970,074
Viper (IC 9 -- Computers, Microprocessors, etc.)	1,963,883
Put The Sting On Crime (Clothing - IC 25)	1,991,173
Boa (12) steering wheel locks	1,996,048
It's Your Car Keep it that Way	2,003,532
Put the Sting on Crime (IC 12)	2,017,149
Proguard (12)	2,023,351
Homet (bug image) (12)	2,031,421
PrimeSecurity	2,037,373
Snake Design (General-IC 12, 14, 21)	2,041,580
O-Start	2,051,480

Voice (12)	2,053,655
The Clear Difference (12)	2,053,567
Hornet (S)	2,053,812
Crime Pays (36)	2,115,120
GSI (Audio) (IC 9)	2,120,755
Snake Design (Sidewinder Snake Design, IC 12)	2,126,999
Viper (IC 9) Electronic Pagers	2,139,355
Python (IC 12, 14, 21, 25)	2,146,931
DEI AUDIO (S) (design)	2,149,699
DEI AUDIO (S)	
Snake Design (25) (Sidewinder)	2,197,007
Virtual Link (Clifford)	2,213,734
VirtualKey (Clifford)	2,211,958
Python (IC 25)	2,212,832
Module Line Design 1 (12)	2,218,682
Module Line Design 2 (12)	2,218,083
Module Line Design 3 (12)	2,218,081
Rock Solid (IC 12)	2,260,409
Auto Key (IC 09)	2,266,335
Viper (Carbonated Beverage)	2,285,718
NFC	2,291,545
Technsoft	2,295,688
Viper (IC 9) (Computer Software)	2,300,696
Bitwriter	2,301,471
Code Hopping	2,301,162
ESP	2,315,946
Python (IC 25)	2,324,801
Viper (Assigned 1,895,948 to DEI)	
Ceiling Fans and Electrical Fixtures	2,362,498
Venturi	2,404,895
Hornet	2,404,493
Viper (Golf Clubs)	2,436,051
Ghost Switch	2,464,096
Quality by Design	2,474,938
Python	2,513,894
PowerClass	2,154,226
a/d/s/	1,560,581
IMS	1,388,597
Design Logo (Lightning)	1,578,706
Xtreme	1,846,516
The Hot Set-up	1,595,043
Wired	2,324,714
Scintilla	1,339,628
ADS	1,231,758
RESPONDER	2,745,317
DIRECTED	2,740,677
ORION	2,763,024
DRIVEN TO EXCEL	2,780,131
XTRPRO	2,614,147
COBALT	2,818,051
HCCA	2,630,783
AUTOMATE (GPS)	2,638,758
CLIFFORD (GPS)	2,838,757
Precision Power International	2,841,594
Wired	2,324,714
Proguard (12) Assigned to DEI	1,426,496
Vocalarm (S)	1,439,006
BOA (12)	1,996,546
PRECISION POWER (DESIGN)	1,578,706

International Trademark Registrations

COUNTRY	MARK	REGISTRATION NO.
Australia	Vinnie	635,063
Australia	a/d/s/	615,953
Australia	Hornet	635,094
Australia	Hornet Device	643,265

TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT

Agreement made this 21st day of January, 2004, by and between Golfsmith International, Inc., with its principle place of business located at 11000 North LH 35, Austin, Texas 78753-2195 (hereinafter "Golfsmith"), and Directed Electronics, Inc., with its principle place of business located at One Viper Way, Vista, California 92081 (hereinafter "Directed").

RECITALS

Directed is the owner of United States Trademark Registration # 2436051 in international class 28 for the mark "Viper" (hereinafter the "Registration") and has been using the mark in association with golf clubs since at least as early as April 1, 1996.

Golfsmith is a manufacturer of golf clubs, components thereof, and other golf related products (hereinafter the "Golfsmith goods") and has been using the mark "Viper" (hereinafter the "Viper Mark") in association with the Golfsmith goods since it acquired Snake Eyes Golf Clubs, Inc., in 1998.

Snake Eyes Golf Clubs was a manufacturer of golf clubs and other golf related products and had used the Viper Mark in association with golf clubs and other golf related products since at least as early as 1994.

Certain controversies have arisen between Golfsmith and Directed with respect to their respective rights in and to the Viper Mark in association with the Golfsmith goods.

The parties wish to resolve all those controversies by this **Trademark Assignment and License Agreement** (the "Agreement").

NOW THEREFORE, for good and valuable consideration receipt of which is hereby acknowledged, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

The preamble to this Agreement is hereby incorporated and by this reference shall hereby become part of this Agreement as if set forth herein.

TRADEMARK ASSIGNMENT

Directed hereby assigns, conveys and transfers to Golfsmith any and all right, title and interest it has as owner and user or otherwise, in the United States Trademark Registration # 2436051 issued on March 20, 2001 together with any associated good will. Directed acknowledges Golfsmith's sole ownership of the Registration in class 28 for golf clubs, and that Golfsmith is free to use the Viper Mark as it may, in its sole discretion and as it deems appropriate in association with the Golfsmith goods.

Directed hereby authorizes and requests the United States Commissioner of Patents and Trademarks to record Golfsmith as the owner of the United States Trademark Registration # 2436051 and to issue to Golfsmith, in lieu of Directed, in accordance with this instrument, all future certificates, notices and any other documents bearing on the Registration.

Directed makes no representation, warranty, covenant or undertaking, express or implied, with respect to the existence of any specific items constituting the trademarks, or the condition, quality, merchantability, fitness for a particular purpose, non-infringement or value of the Viper Mark or Registration. The Registration is transferred and assigned without recourse on an absolute "as is, where is" basis.

The parties hereby agree this Agreement is not to be construed as an admission or denial to any right or claim in connection with the Viper Mark by either party.

Approved
CS Young

Directed does not convey any rights, title or interest to any other registrations, Viper trademarks, or other trademarks owned, used or licensed by Directed that have not been specifically referenced herein. Except as explicitly described in this Agreement, Directed reserves the right to continue and/or expand its use of the mark VIPER in areas and on products not related to the Golfsmith goods.

This instrument shall inure to the benefit of Golfsmith and its successor and assigns and shall be binding upon Directed and its successors and assigns.

In full consideration of the Assignment set forth herein, Golfsmith agrees to, within ten (10) days after the execution of this Agreement by both parties, ship at no charge to Directed, at the address above, fifteen full sets of the Product. Full sets shall be defined for purposes of this Agreement as three woods (1,3 & 5), and nine irons (3-9, PW, SW).

TRADEMARK LICENSE BACK

1. License Grant. Subject to the limitations set forth in this Agreement, Golfsmith grants to Directed a royalty free, fully paid, perpetual license for the use of the Viper Mark on golf clubs and golf merchandise therein the "Product(s)") solely used for marketing purposes related to the sale of Directed's products in connection with Directed's annual charity golf event.

2. Quality Standard. Directed shall conform its use of the Viper Mark on the Products to the same standard of quality as Directed used on its goods and services as of the execution of this Agreement. The quality of the goods as used by Directed as of the execution of this Agreement shall be deemed acceptable by Golfsmith.

3. Validity of Rights. Directed shall not contest Golfsmith's ownership of the Viper Mark or Directed's obligation to assign any rights hereunder including any rights Directed may create in the Viper Mark. Directed shall not contest or impair these rights, either directly or indirectly, or in any way assist others to contest or impair the same and hereby expressly acknowledge Golfsmith's superior rights in connection with the Golfsmith goods. This obligation shall survive any termination of this Agreement.

4. Termination.

(a) Directed may terminate the license back term provided for in this Agreement at any time on thirty (30) days prior written notice. Golfsmith may terminate the license back term in the event of a breach of the terms of this Agreement, if such breach is not cured within thirty (30) days after receipt of written notice of the breach.

(b) The license back granted under this Agreement shall immediately terminate without notice if Directed becomes insolvent, is adjudicated bankrupt, files a petition under any bankruptcy law, or is certified as bankrupt pursuant to an involuntary petition.

(c) On termination of this Agreement for any reason except for uncured breach by Directed, Directed shall have one (1) year in which to discontinue all use of the Products relating to the Golfsmith goods, including sale by it of any remaining merchandise bearing the marks (the "Liquidation Period"). In the event of uncured breach, or the end of the Liquidation Period, Directed shall immediately cease all further use of the Products relating to the Golfsmith goods, and shall destroy any remaining Products relating to the Golfsmith goods.

5. Relationship of Parties. Directed and Golfsmith are separate and distinct entities and are neither partners, joint venturers nor agents of the other. Neither party is the legal representative of the other nor has the power to obligate, bind or act for the other in any manner.

6. Governing Law and Venue. This Agreement is made in the State of California and shall be governed by California law.

7. Attorney Fees. The prevailing party in any litigation relating to this Agreement shall be entitled to recover its reasonable attorney fees from the other party for all matters, including but not limited to appeals.

APPROVED
CS YOUNG

8. Litigation Support. In the event Directed shall become aware of any infringement by any third party of any right licensed under this Agreement or any other use of the Viper Mark or any term confusingly similar thereto, it may, but shall not have an obligation to promptly notify Golfsmith in writing of such infringement or use, and may, for reasonable reimbursement of expenses, do such acts to assist Golfsmith and supply such information as is reasonably necessary or desirable in relation thereto. Golfsmith shall take all steps that, in its sole discretion, are necessary to enforce its rights, including the engagement of legal counsel of its own choosing.

9. Golfsmith's obligation to defend the Viper Mark or Registration herein shall be made at its sole and exclusive discretion.

10. Golfsmith agrees not to license, authorize, consent or cooperate with any third party to market and/or promote products in connection or associated with Directed's products, including but not limited to vehicle anti-theft systems, remote starts, audio systems and components, rear seat entertainment, vehicle tracking devices, computer software, underwear, caps, mugs and hats.

12. If any term in this Agreement is held to be invalid, illegal or incapable of being enforced, all other conditions or provisions shall nevertheless remain in full force and effect.

13. In the spirit of cooperation established by this Agreement, the parties shall use all reasonable measures to avoid disparagement of the other party, its products and its employees or agents.

14. Entire Agreement. This is the entire agreement between the parties and may not be modified or amended except by a written document signed by Golfsmith and Directed. This Agreement may be signed in more than one counterpart, in which case each counterpart shall constitute an original of this Agreement. Section headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. Wherever used herein, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed personally or, as appropriate, by its duly authorized officers to become effective as of the day and year first above written.

DIRECTED ELECTRONICS, INC.

By: _____

Print Name: James E. Minarik

Title: President & CEO

GOLFSMITH INTERNATIONAL, INC.

By: _____

Print Name: Curtis S. Young

Title: Vice President