

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Serial No. 75/693,511 was not assigned due to a typographical error on the assignment cover page previously recorded on Reel 002489 Frame 0948. Assignor(s) hereby confirms the Serial No. 75/693,511 rightfully belongs to Receiving Party..

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Code-Alarm, Inc.		03/15/2002	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	Code Systems, Inc.
Street Address:	150 Marcus Blvd.
City:	Hauppauge
State/Country:	NEW YORK
Postal Code:	11788
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	75693511	IT-S

CORRESPONDENCE DATA

Fax Number: (516)802-7008
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 516-802-7007
 Email: mschroder@levystopol.com
 Correspondent Name: Larry N. Stopol, Esq.
 Address Line 1: 1425 Reckson Plaza
 Address Line 4: Uniondale, NEW YORK 11556-1425

NAME OF SUBMITTER:	Larry N. Stopol
Signature:	/larry n. stopol/
Date:	02/23/2006

CH \$40.00 75693511

Total Attachments: 13

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**FORM OF INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION
AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is effective on the 15th day of March, 2002 by and between Code-Alarm, Inc., a Michigan corporation ("Assignor"), and Code Systems, Inc., a Delaware corporation ("Assignee").

WHEREAS, pursuant to an Asset Purchase Agreement of even date herewith by and among Assignor and Assignee ("Purchase Agreement"), Assignee has agreed to purchase substantially all of the assets of Assignor;

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to irrevocably assign to Assignee Assignor's entire right, title and interest in and to the Intellectual Property (as defined below) that are Purchased Assets (as defined in the Purchase Agreement);

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement and intending to be legally bound hereby, the parties hereto agree as follows:

DEFINITIONS

All undefined, capitalized terms used herein shall have the meaning given to them in the Purchase Agreement. Additionally, the following definitions shall apply to this Assignment:

"Copyrights" means all United States and foreign registered copyrights, copyright applications, and unregistered copyrights, including, without limitation, the registrations and applications set forth on Exhibit C.

"Intellectual Property" means Patents, Trademarks, and Copyrights.

"Patents" mean all letters patent and pending applications for patents of the United States and all countries foreign thereto owned by Assignor, including regional patents, certificates of invention and utility models, all inventions (whether patentable or unpatentable and whether or not reduced to practice) and all improvements thereto that have been conceived and reduced to practice as of the date of this Assignment, and all reissues, divisions, continuations and extensions thereof, including, without limitation, the patents and patent applications set forth on Exhibit A.

"Trademarks" means all United States and foreign registered trademarks and service marks, the domain name, www.codl.com, and all trademark and service mark applications, unregistered trademarks and service marks, including, without limitation, the trademarks and service marks, set forth on Exhibit B.

COPYRIGHTS

1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Copyrights, including but not limited to renewal rights therein, the right to obtain registrations of the Copyrights in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

2. Assignee hereby accepts the foregoing assignment but shall only assume all liabilities, debts and obligations associated with the Copyrights to the limited extent set forth in the Purchase Agreement; provided, however, that Assignee does not agree to assume any liability, debt, or obligation other than one which may constitute a Retained Liability (as defined in the Purchase Agreement).

3. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Copyrights with, for example, the U.S. Copyright Office or equivalent foreign offices.

TRADEMARKS

4. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

5. Assignee hereby accepts the foregoing assignment but shall only assume all liabilities, debts and obligations associated with the Trademarks to the limited extent set forth in the Purchase Agreement; provided, however, that Assignee does not agree to assume any liability, debt, or obligation other than one which may constitute a Retained Liability (as defined in the Purchase Agreement).

6. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices, or with domain name registrars.

PATENTS

7. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Patents, including but not limited to renewal rights therein, the right to obtain patent or equivalent protection therein in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name.

8. Assignee hereby accepts the foregoing assignment but shall only assume all liabilities, debts and obligations associated with the Patents to the limited extent set forth in the Purchase Agreement; provided, however, that Assignee does not agree to assume any liability, debt, or obligation other than one which may constitute an Assumed Liability (as defined in the Purchase Agreement).

9. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Patents with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices.

GENERAL

10. Entire Agreement. This Assignment and the Purchase Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties.

11. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and permitted assigns.

12. Governing Law. This Assignment shall be governed by and construed under the laws of the State of Michigan, excluding any conflicts of laws rule or principle that might refer the governance or construction of this Assignment to the law of another jurisdiction.

13. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

14. Notices. All notices that are required or may be given pursuant to the terms of this Assignment shall be in writing and shall be sent by registered or certified mail, postage prepaid or sent by overnight courier addressed to the party to be notified at the respective addresses set forth below, or to such other address as may be furnished in writing to the notifying party:

To Assignor: Code-Alarm, Inc.
1000 E. Whitcomb
Madison Heights, MI 48071
Attention: Chief Executive Officer
Telecopy No.: 248-585-4799

with a copy to: Pegasus Investors
99 River Road
Cos Cobs, CT 06807
Telecopy No.: 203-869-6940
Telephone No.: 203-869-4400;

with a copy
to its counsel: Pepper Hamilton LLP
3000 Two Logan Square
18th & Arch Streets
Philadelphia, PA 19103-2799
Attn: James D. Epstein, Esquire
Fax: 215-981-4750
Phone: 215-981-4000

To Assignee: Code Systems, Inc. (or Audiovox Electronics
Corp.)
150 Marcus Blvd.
Hauppauge, New York 11788
Attention: Charles M. Stoehr
Fax: 631-231-1370
Phone: 631-436-6505

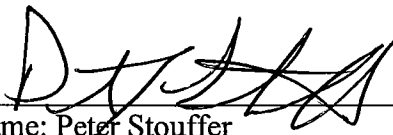
with a copy
to its counsel: Levy & Stopol, LLP
190 EAB Plaza
East Tower, 14th Fl.
Uniondale, New York 11556-0190
Fax.: 516-802-7008
Phone.: 516-802-7007

15. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


16. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be
duly executed on the day and year first above written.

CODE-ALARM, INC.

By: 
Name: Peter Stouffer
Title: President

CODE SYSTEMS, INC.

By: 
Name: Charles M. Stoehr
Title: Chief Financial Officer

ACKNOWLEDGMENT

STATE OF New York

COUNTY OF NASSAU

:
: SS.
:

Peter Stouffer, being duly sworn, says that he/she is the President of Code-Alarm, Inc., a Michigan corporation, and acknowledges that he/she did sign the Intellectual Property Assignment and Assumption Agreement on behalf of Code-Alarm, Inc., pursuant to due authority.

Sworn to and subscribed
before me this 15th day
of March, 2002

Mary Ann Schroder
Notary Public

My commission expires: 6/30/02 (SEAL)

MARY ANN SCHRODER
Notary Public, State of New York
Registration No. 01SC4724334
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires June 30, 2002

ACKNOWLEDGMENT

ACKNOWLEDGMENT

STATE OF NEW YORK

:

COUNTY OF NASSAU

: ss.

:

Charles M. Stodick being duly sworn, says that he/she is the CEO
of Code Systems, Inc., a Delaware corporation, and acknowledges that he/she did sign the
Intellectual Property Assignment and Assumption Agreement on behalf of Code Systems, Inc.,
pursuant to due authority.

Sworn to and subscribed
before me this 15th day
of March, 2002

Mary Ann Schroder
Notary Public

My commission expires: 6/30/02

(SEAL)

MARY ANN SCHRODER
Notary Public, State of New York
Registration No. 01SC4724334
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires June 30, 2002

EXHIBIT A**PATENTS**

Application or Registration No.	Status	Title	Application Date	Earliest Priority Date
09/907,744	Pending application	Programmable Electronic Device	7/19/2001	7/19/2001
Not yet assigned	Pending application – continuation of 09/907,744	Programmable Electronic Device	2/28/2002	7/19/2001
08/068,026	Abandoned application	Vehicle Security System	5/20/1993	5/20/1993
5,805,056	Patent issued 9/8/1998	Vehicle Security System	4/3/1996	5/20/1993
5,905,431	Patent issued 5/18/1999	Vehicle Security System	2/18/1998	5/20/1993
6,140,914	Patent issued 10/31/2000	Vehicle Security System	2/19/1998	5/20/1993
09/625,591	Application abandoned effective 12/5/2001	Vehicle Security System	7/26/2000	5/20/1993
09/693,309	Abandoned effective 12/25/2001	Vehicle Security System	10/20/2000	5/20/1993
09/268,098	Pending application	Vehicle Security System	3/13/1999	3/13/1999
6,288,635	Patent issued 9/11/2001	Vehicle Security System	1/5/1999	1/5/1999
09/853,678	Pending application	Vehicle Security System	5/14/2001	1/5/1999
5,334,969	Patent issued 8/2/1994	Vehicle Security System with Controller Proximity Sensor	6/30/92	6/30/92
5,563,600	Patent issued 10/8/1996	Data Transmission for Remote Controlled Security System	6/22/1994	6/22/1994
6,043,734	Patent issued 3/28/2000	Optical Shock Sensor	10/14/1998	10/14/1998
D407,034	Patent issued 3/23/1999	Optical Shock Sensor	5/1/1998	5/1/1998
5,543,778	Patent issued 7/6/1996	Security System	5/6/1996	5/6/1996
4,333,074	Patent issued 6/1/1982	Security System	5/5/1980	5/7/1979

EXHIBIT B

U.S. FEDERAL AND STATE TRADEMARKS

Mark	Original Registration Date-Status	Owner of Record	Reg. #
CODE ALARM & DESIGN	Registered 4/20/99	Code Alarm, Inc.	2,240,294
CODE ALARM	Registered 4/20/99	Code Alarm, Inc.	2,240,293
CODE-ALARM	Registered 6/15/99	Code-Alarm, Inc.	2,252,569
PRO	Registered 6/22/99	Code Alarm, Inc.	2,254,844
IR-S	Registered 6/22/99	Code Alarm, Inc.	2,555,022
SURESTART	Registered 7/13/99	Code Alarm, Inc.	2,260,511
MAX-RANGE	Registered 7/13/99	Code Alarm, Inc.	2,260,512
IT-S	Registered 7/18/00	Code Alarm, Inc.	2,369,274
REAL-PANIC	Registered 3/27/01	Code- Alarm, Inc.	2,439,311
SECURE-TECH	Pending	Code-Alarm, Inc.	Serial No. 75-625225
IT-S	Pending	Code-Alarm, Inc.	Serial No. 75-693511
TECHNOLOGY THAT TALKS TO CARS AND TRUCKS	Pending	Code-Alarm, Inc.	Serial No. 75-873321
POWERCODE	Pending	Code-Alarm, Inc.	Serial No. 75-936886
POWERCODE TECHNOLOGY	Pending	Code-Alarm, Inc.	Serial No. 76-015433
POWERTOOLS	Pending	Code-Alarm, Inc.	Serial No. 76-025890
POWERTOOLS & DESIGN	Pending	Code-Alarm, Inc.	Serial No. 76-078501
POWER ELITE & DESIGN	Pending	Code-Alarm, Inc.	Serial No. 76-078551
REMOTE VEHICLE CONTROL SYSTEM	Pending	Code-Alarm, Inc.	Serial No. 76-078567
POWERCODE TECHNOLOGY & DESIGN	Pending	Code-Alarm, Inc.	Serial No. 76-079877
ON TRACK	Pending	Code-Alarm, Inc.	Serial No. 76-079878
HIBERNATION SLEEP MODE	Pending	Code-Alarm, Inc.	Serial No. 76-079879
MISCELLANEOUS DESIGN	Pending	Code-Alarm, Inc.	Serial No. 76-079881
REMOTE START VIRTUAL MEMORY	Pending	Code-Alarm, Inc.	Serial No. 76-079884
REMOTESIMPLE (STYLIZED)	Pending	Code-Alarm, Inc.	Serial No. 76-099060
LITE TOUCH	Pending	Code-Alarm, Inc.	Serial No. 76-136925
CODEWARE	Pending	Code-Alarm, Inc.	Serial No. 76-145942
SMART CARS FOR SMART DRIVERS	Pending	Code-Alarm, Inc.	Serial No. 76-188912
GUIDEPOINT SYSTEMS	Pending	Code-Alarm, Inc.	Serial No. 76-188911
FIND WITH PROGRESSIVE SOUND	Pending	Code-Alarm, Inc.	Serial No. 76-272468
ELITE	Pending – Petition to Revive filed due to lack of receipt of communication from PTO	Code-Alarm, Inc.	Serial No. 76-082661

Assignee is also transferring all of its right, title and interest in the following domain name:
www.codl.com.

EXHIBIT C
COPYRIGHTS

None.