

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Astroflex, Inc.		07/12/2006	CORPORATION: CANADA

RECEIVING PARTY DATA	
Name:	Directed Electronics, Canada Inc.
Street Address:	600 de Maisonneuve Blvd. W., Suite 2200
City:	Montreal
State/Country:	QUEBEC
Postal Code:	H3A3J2
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2175934	ASTRO START
Registration Number:	2805008	ASTROCHART
Registration Number:	2399715	ASTROLOCK
Serial Number:	78510758	ASTROSMART
Serial Number:	75218145	MV802
Serial Number:	78219687	TECHNISTART
Serial Number:	73255529	ASTROFLEX
Registration Number:	2992032	QS

CORRESPONDENCE DATA	
Fax Number:	(760)597-7672
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(760) 597-6772
Email:	ryan.friedl@directed.com
Correspondent Name:	Directed Electronics, Inc.
Address Line 1:	One Viper Way

CH \$215.00 2175934

Address Line 2: Legal Dept., Attn: Ryan Friedl
Address Line 4: Vista, CALIFORNIA 92081

NAME OF SUBMITTER:	Ryan Friedl
Signature:	/RJF/
Date:	07/14/2006

Total Attachments: 3
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ASSIGNMENT OF TRADE-MARKS

WHEREAS, **ASTROFLEX, INC.** ("Assignor"), is the owner in Canada and the United States of the trade-mark applications and registrations set forth in Schedule "A" to this Assignment as well as worldwide common law trademark rights (hereinafter referred to as the "Trade-Marks");

WHEREAS, **DIRECTED ELECTRONICS, CANADA INC.** ("Assignee"), whose registered office is located at Tour KPMG, Suite 2200, 600 de Maisonneuve Blvd. W., Montreal, Quebec H3A 3J2, wishes to acquire all right, title and interest in and to the Trade-Marks, and Assignor wishes to transfer such right, title and interest to Assignee;

AND WHEREAS, Assignor and Assignee have entered into a General Conveyance and Assumption of Liabilities Agreement (the "Conveyance") dated May 5, 2006 and executed on May 5, 2006 and an Agreement for the Purchase of Assets of Astroflex Inc. (the "Asset Purchase Agreement") dated May 5, 2006 and executed on May 5, 2006.

NOW THEREFORE, in consideration of the sum of one dollar Canadian (CAD\$1.00) and other consideration paid pursuant to the Asset Purchase Agreement to which Assignor and Assignee are parties, the receipt and sufficiency of which is hereby acknowledged, Assignor assigns to Assignee, its successors and assigns, all right, title and interest in and to the Trade-Marks, including all applications for registration and registrations thereof, together with the goodwill associated with the Trade-Marks, all rights of action resulting from any prior unauthorized use, including any infringement, passing off or other violation of any of the Trade-Marks, and the right to claim such relief as is appropriate, the benefits of licenses to third parties, including all rights to royalty and other income connected with such Trade-Marks, and all rights as an opponent in opposition proceedings.

Assignor hereby undertakes at any time upon reasonable request to sign such documents and do such things as may be necessary and proper to enable Assignee to maintain trade-mark protection for the Trade-Marks, all without further consideration, but at the sole expense of Assignee.

The parties hereto have requested that this Assignment and all documents related thereto be drafted in English. *Les Parties aux présentes ont exigé que cet acte de cession et tout document s'y rapportant soient rédigés en anglais.*

DATED this 12 day of July, 2006.

ASTROFLEX INC.

By: Jean D Desmarais
Name: JEAN D DESMARAIS
Title: president

On this 12 day of July, 2006, personally appeared Jean D Desmarais, to me known and known to me to be the president (Title) of Astroflex Inc., the assignor above named, and acknowledged that he executed the foregoing Assignment on behalf of said assignor and pursuant to authority duly received.

Dany Guillet
~~Notary Public~~
Commissioner for Oaths
DANY GUILLETTE
143173

Schedule "A"

U.S. Trademarks

Registration Number	Serial Number
2,175,934	74,714,800
2,805,008	78,219,703
2,399,715	75,763,557
N/A	78,510,758
N/A	75,218,145
N/A	78,219,687
N/A	73,255,529
2,992,032	78,394,109

Canadian Trademarks

Registration Number	Serial Number
TMA559296	1,020,986
TMA549479	1,019,104
N/A	1,230,679
TMA463763	0776,005
TMA229930	0411,842
TMA482944	0826,879
TMA205693	0375,811
TMA624519	1,198,360
TMA452558	0765,677