

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment and Acceptance

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Scott T Boden		01/13/2003	INDIVIDUAL:
Irene Shinsato		01/13/2003	INDIVIDUAL:

**RECEIVING PARTY DATA**

Name:	Housatonic Micro Fund, L.P.
Street Address:	88 Kearney Street, Suite 1610
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94108
Entity Type:	LIMITED PARTNERSHIP:

Name:	Lexington Funding LLC
Street Address:	9350 Wilshire Blvd., Suite 400
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90212
Entity Type:	LIMITED LIABILITY COMPANY:

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1894958	ADVS

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 714-540-1235  
 Email: ipdocket@lw.com  
 Correspondent Name: Latham & Watkins LLP  
 Address Line 1: 650 Town Center Drive, Suite 2000

OP \$40.00 1894958

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 021038-0055 (ASSUMP AGT)

NAME OF SUBMITTER: Anna T Kwan

Signature: /Anna T Kwan/

Date: 11/30/2006

**Total Attachments: 14**

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## ASSIGNMENT AND ACCEPTANCE

Dated January 13, 2003

Reference is made to: (a) that certain Debt Agreement, dated as of July 7, 1998, by and among Advanced Remote Communication Solutions, Inc., a California corporation, formerly known as Boatracs, Inc. (herein called "*Company*"), Irene Shinsato ("*Assignor*") and Scott T. Boden ("*Boden*"), as amended by that certain First Amendment to Debt Agreement, dated as of December 29, 1998, by and among Company, Assignor and Boden, and as further amended by that certain Amendment, Waiver and Consent, dated as of May 29, 2002, by and among Company, Assignor, Boden and Enerdyne Technologies, Inc., a California corporation ("*Enerdyne*") (as the same may have been from time to time further modified, amended, supplemented, restated or superseded, the "*Debt Agreement*"), (b) that certain Promissory Note (the "*Debt Agreement Note*"), dated July 7, 1998, executed by Company in favor of Assignor, evidencing certain credit extensions made by Assignor to Company pursuant to the Debt Agreement in the original principal amount of \$3,187,100 (as such amount has subsequently been increased and decreased from time to time, the "*Debt Agreement Loan*"), and (c) that certain Promissory Note (the "*Other Note*"; collectively with the Debt Agreement Note, the "*Notes*"), dated July 7, 1998, executed by Company in favor of Assignor, evidencing certain additional credit extensions made by Assignor to Company in the original principal amount of \$976,900 (as such amount has subsequently been increased and decreased from time to time, the "*Other Loan*"; collectively with the Debt Agreement Loan, the "*Loans*").

Company's obligations to the Assignor under the Debt Agreement and the Notes are secured by those certain General Security Agreements, the Collateral Assignment Patent Mortgage and Security Agreement and the Pledge Agreement, each dated as of July 7, 1998, and executed by Company in favor of Assignor and Boden (collectively, the "*Security Documents*").

The Debt Agreement, the Notes, the Security Documents, and all of the other documents and instruments entered into in connection therewith, including without limitation, all guaranties, security agreements, pledge agreements, options, UCC-1 Financing Statements, and related documents, but excluding (a) the warrant for Company's common stock and (b) the Company's common stock, both of which are held and will be retained by Assignor, shall be collectively referred to herein as the "*Assigned Documents*".

Assignor, Housatonic Micro Fund, L.P. ("*Housatonic Micro*") and Lexington Funding LLC ("*Lexington*") (Housatonic Micro and Lexington shall be sometimes individually referred to as "*Assignee*" and collectively as "*Assignees*") agree as set forth below.

1. In consideration of \$312,500.00, payable by wire transfer, Assignor hereby sells and assigns to Housatonic Micro, and Housatonic Micro hereby purchases and assumes from Assignor, an undivided 50% interest in all of Assignor's right, title and interest in and to the Loans and the Assigned Documents. In consideration of \$312,500.00, payable by wire transfer, Assignor hereby sells and assigns to Lexington, and Lexington hereby purchases and assumes from Assignor, an undivided 50% interest in all of Assignor's right, title and interest in and to the Loans and the Assigned Documents. Assignees hereby represent and warrant that, for tax purposes, all of the

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consideration set forth in this Section 1 shall be allocated to the transfer of Assignor's right, title and interest in and to the Loans and the Assigned Documents. Assignees are purchasing the interest set forth in this Section 1 in anticipation of entering into renegotiation with the Company of the terms of the Loans and the Assigned Documents.

2. For good consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees that, for the period commencing from the date hereof and terminating twelve (12) months from the date hereof, Assignor shall not do any of the following: (a) directly or indirectly, manufacture or sell secure video encoders and decoders to the United States military and intelligence communities (collectively, the "Field"), including without limitation the inducement or solicitation of customers of Enerdyne or its affiliates for the purpose of competing with Enerdyne in the Field, or (b) induce or attempt to induce any employee of Enerdyne or its affiliates to leave the employ of Enerdyne or such affiliates for the purpose of competing with Enerdyne in the Field, or (c) employ, or otherwise engage as an employee, independent contractor, or otherwise, any employee of Enerdyne or its affiliates for the purpose of competing with Enerdyne in the Field. Notwithstanding the foregoing or any other provision of this Assignment and Acceptance, any actions by Assignor working with Ramona Research shall not be deemed a violation of this Section 2.

In the event of any breach, or threatened breach of a magnitude sufficient to justify the granting of injunctive relief by a court of competent jurisdiction, of the foregoing covenants, in addition to Assignees' rights to damages and any other rights Assignees may have, Assignees shall be entitled to obtain injunctive or other equitable relief or to specifically enforce the provisions of these covenants. Assignees, in addition to other relief available to them, shall be entitled to temporary injunctive relief before trial from any court of competent jurisdiction as a matter of course upon the posting of not more than nominal bond and to permanent injunctive relief without the necessity of proving actual damages. Assignees shall further be entitled to an equitable accounting of all earnings, profits and other benefits arising from any breach of these covenants. Assignor agrees that these covenants are reasonable with respect to their duration, geographical area, and scope but if a court of competent jurisdiction holds that the obligations of Assignor pursuant to any of these covenants are unenforceable due to duration, geographical area or scope of such covenant, then the duration, geographical area or scope of such covenant shall be deemed reformed to the least degree necessary to render such covenant enforceable.

Assignor agrees that it has received adequate consideration for the obligations set forth in this Section 2.

3. Assignor: (a) represents and warrants that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim, except for the security interest in favor of First National Bank ("FNB"), assigned to FNB's successors-in-interest, or any such claim which may be asserted by the Company, (b) acknowledges that it has, independently of and without reliance on the Assignees, made its own credit analysis of Company, performed its own legal review of this Assignment and Acceptance, and is not relying on Assignees with respect to any of the aforesaid items, (c) acknowledges that the Assignees have not made any representation, express or implied, with respect to this Assignment and Acceptance, the Loans or any prospects of repayment of the Loans or any portion thereof, (d) represents and warrants that the aggregate principal amount of the Loans outstanding on the date hereof is equal to

\$2,327,050.6 plus any accrued interest due thereon since May 29, 2002, and recognizes that the Assignees may collect amounts in excess of such amount and expressly disclaims any interest in any such excess, and (e) agrees to promptly execute and deliver to Assignees such other documents as may be requested by Assignees from to time in furtherance of the transactions contemplated herein, including, without limitation, all UCC and other filings evidencing assignment of Assignor's security interests in the assets of Company in favor of Assignees.

4. Each Assignee: (A) agrees that the assignment hereunder is without recourse, except for a breach by Assignor of any term hereof, (b) represents and warrants that it is unaware of any adverse claim to the interest assigned, (c) acknowledges that it has, independently of and without reliance on the Assignor, made its own credit analysis of Company, performed its own legal review of this Assignment and Acceptance, and is not relying on Assignor with respect to any of the aforesaid items, (d) acknowledges that, except as set forth herein, the Assignor has not made any representation, express or implied, with respect to this Assignment and Acceptance, the Loans or any prospects of repayment of the Loans or any portion thereof, (e) recognizes that Assignor is retaining (i) its warrant for purchase of Company's common stock and (ii) its common stock of the Company, and (f) recognizes that it may collect amounts less than the aggregate amount of the Loans outstanding on the date hereof and expressly disclaims any claim against Assignor based on the deficiency.

5. Following the execution of this Assignment and Acceptance by Assignor and Assignees, and completion of the wire transfers of the amounts set forth in Section 1 so that they are received, the effective date of this Assignment and Acceptance shall be the date first set forth above (the "Effective Date").

6. As of the Effective Date: (a) Assignees shall be a party to the Assigned Documents and, to the extent provided in this Assignment and Acceptance, shall have the rights and obligations of Assignor thereunder, and (b) Assignor shall relinquish its rights and be released from its obligations under the Assigned Documents.

7. From and after the Effective Date, Assignees shall be entitled to all payments of principal, interest and fees with respect to the Loans, to the extent provided in this Assignment and Acceptance. Assignor and Assignees shall make all appropriate adjustments, directly between themselves, in payments under the Assigned Documents for periods before the Effective Date; provided, however, that notwithstanding any such adjustments Assignor shall not be required to return any amounts received on account of the Assigned Documents prior to the Effective Date.

8. Assignees hereby agree that, should the transactions contemplated by this Assignment and Assumption be challenged in any way by the Company, Enerdyne, either of their affiliates, or any of their officers, directors, agents, successors or assigns, Assignees shall not, nor shall Assignees' affiliates, successors or assigns, disavow, rescind or in any way demand return of any funds paid to Assignor in connection with this Assignment and Assumption.

9. THIS ASSIGNMENT AND ACCEPTANCE SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THE STATE OF CALIFORNIA.

10. All notices, demands and other communications required or permitted hereunder shall be in writing, addressed to the appropriate party at the address appearing after their signatures below, or to such other address as may be designated from time to time by notice to the other party in the manner set forth herein, and shall be effective upon the earliest of (a) actual delivery if delivered by personal delivery or certified postage-prepaid mail, (b) three (3) Business Days following deposit, first class postage prepaid, with the United States Mail, or (c) the next Business Day after timely and proper deposit with an overnight air courier with request for delivery on the next Business Day. For purposes of this Assignment and Acceptance, "Business Day" shall mean any day, other than a Saturday or Sunday, on which national banks in San Diego, California, are not authorized or required by governing law or regulations to be closed.

11. No party to this Assignment and Acceptance may, voluntarily or by operation of law, assign or otherwise transfer any of his, her or its rights or obligations under this Assignment and Acceptance, without obtaining the prior written consent of all other parties hereto. Any attempted assignment in violation of this Assignment and Acceptance shall be void and of no effect.

12. Neither Company nor Enerdyne shall be deemed to be a third-party beneficiary of this Assignment and Acceptance.

13. If any party hereto commences an arbitration or other action against any other party to enforce any of the terms hereof or because of the breach by such other party of any of the terms hereof, the prevailing party shall be entitled, in addition to any other relief granted, to all actual out-of-pocket costs and expenses incurred by such prevailing party in connection with such action, including, without limitation, all reasonable attorneys' fees, and a right to such costs and expenses shall be deemed to have accrued upon the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

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IN WITNESS WHEREOF, the parties have executed this Assignment and Acceptance as of the date first above written.

Assignor:

Irene Shinato

*Irene Shinato*

Address:

P.O. Box 2495, La Jolla,  
CA 92038

Assignees:

Houstonic Micro Fund, L.P.

By: Houstonic Micro Partners, L.L.C.  
General Partner

By:

Joseph Nichana, Member

Address:

88 Kearney Street, Suite 1610  
San Francisco, CA 94108

Lexington Funding LLC

By: Lexington Commercial Holdings, Inc.,  
Manager

By:

Ms. Tara Cornwell, Vice President

Address:

9350 Wilshire Blvd., Suite 400  
Beverly Hills, CA 90212-3206  
Attention: Mr. Harvey Gettleman  
Facsimile: (310) 271-3990

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IN WITNESS WHEREOF, the parties have executed this Assignment and Acceptance as of the date first above written.

Assignor:

Irene Shinsato

Address:

P.O. Box 2495, La Jolla,  
CA 92038

Assignees:

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By: Housatonic Micro Partners, L.L.C.  
General Partner

By: Joseph Nichaus  
Joseph Nichaus, Member

Address:

88 Kearney Street, Suite 1610  
San Francisco, CA 94108

Lexington Funding LLC

By: Lexington Commercial Holdings, Inc.,  
Manager

By: \_\_\_\_\_  
Ms. Tara Cornwell, Vice President

Address:

9350 Wilshire Blvd., Suite 400  
Beverly Hills, CA 90212-3206  
Attention: Mr. Harvey Gettleton  
Facsimile: (310) 271-3990

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By: \_\_\_\_\_

*Tara Cornwell*  
Ms. Tara Cornwell, Vice President

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Attention: Mr. Harvey Gottleson  
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## ASSIGNMENT AND ACCEPTANCE

Dated January 13, 2003

Reference is made to: (a) that certain Debt Agreement, dated as of July 7, 1998, by and among Advanced Remote Communication Solutions, Inc., a California corporation, formerly known as Boatracs, Inc. (herein called "*Company*"), Scott T. Boden ("*Assignor*") and Irene Shinsato ("*Shinsato*"), as amended by that certain First Amendment to Debt Agreement, dated as of December 29, 1998, by and among Company, Assignor and Shinsato, and as further amended by that certain Amendment, Waiver and Consent, dated as of May 29, 2002, by and among Company, Assignor, Shinsato and Enerdyne Technologies, Inc., a California corporation ("*Enerdyne*") (as the same may have been from time to time further modified, amended, supplemented, restated or superseded, the "*Debt Agreement*"), (b) that certain Promissory Note (the "*Debt Agreement Note*"), dated July 7, 1998, executed by Company in favor of Assignor, evidencing certain credit extensions made by Assignor to Company pursuant to the Debt Agreement in the original principal amount of \$4,628,100 (as such amount has subsequently been increased and decreased from time to time, the "*Debt Agreement Loan*"), and (c) that certain Promissory Note (the "*Other Note*"; collectively with the Debt Agreement Note, the "*Notes*"), dated July 7, 1998, executed by Company in favor of Assignor, evidencing certain additional credit extensions made by Assignor to Company in the original principal amount of \$976,900 (as such amount has subsequently been increased and decreased from time to time, the "*Other Loan*"; collectively with the Debt Agreement Loan, the "*Loans*").

Company's obligations to the Assignor under the Debt Agreement and the Notes are secured by those certain General Security Agreements, the Collateral Assignment Patent Mortgage and Security Agreement and the Pledge Agreement, each dated as of July 7, 1998, and executed by Company in favor of Assignor and Shinsato (collectively, the "*Security Documents*").

The Debt Agreement, the Notes, the Security Documents, and all of the other documents and instruments entered into in connection therewith, including without limitation, all guaranties, security agreements, pledge agreements, options, UCC-1 Financing Statements, and related documents, but excluding (a) the warrant for Company's common stock and (b) the Company's common stock, both of which are held and will be retained by Assignor, shall be collectively referred to herein as the "*Assigned Documents*".

Assignor, Housatonic Micro Fund, L.P. ("*Housatonic Micro*") and Lexington Funding LLC ("*Lexington*") (Housatonic Micro and Lexington shall be sometimes individually referred to as "*Assignee*" and collectively as "*Assignees*") agree as set forth below.

1. In consideration of \$312,500.00, payable by wire transfer, Assignor hereby sells and assigns to Housatonic Micro, and Housatonic Micro hereby purchases and assumes from Assignor, an undivided 50% interest in all of Assignor's right, title and interest in and to the Loans and the Assigned Documents. In consideration of \$312,500.00, payable by wire transfer, Assignor hereby sells and assigns to Lexington, and Lexington hereby purchases and assumes from Assignor, an undivided 50% interest in all of Assignor's right, title and interest in and to the Loans and the Assigned Documents. Assignees hereby represent and warrant that, for tax purposes, all of the consideration set forth in this Section 1 shall be allocated to the transfer of Assignor's right, title

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and interest in and to the Loans and the Assigned Documents. Assignees are purchasing the interest set forth in this Section 1 in anticipation of entering into renegotiation with the Company of the terms of the Loans and the Assigned Documents.

2. For good consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees that, for the period commencing from the date hereof and terminating twelve (12) months from the date hereof, Assignor shall not do any of the following: (a) directly or indirectly, manufacture or sell secure video encoders and decoders to the United States military and intelligence communities (collectively, the "Field"), including without limitation the inducement or solicitation of customers of Enerdyne or its affiliates for the purpose of competing with Enerdyne in the Field, or (b) induce or attempt to induce any employee of Enerdyne or its affiliates to leave the employ of Enerdyne or such affiliates for the purpose of competing with Enerdyne in the Field, or (c) employ, or otherwise engage as an employee, independent contractor, or otherwise, any employee of Enerdyne or its affiliates for the purpose of competing with Enerdyne in the Field.

In the event of any breach, or threatened breach of a magnitude sufficient to justify the granting of injunctive relief by a court of competent jurisdiction, of the foregoing covenants, in addition to Assignees' rights to damages and any other rights Assignees may have, Assignees shall be entitled to obtain injunctive or other equitable relief or to specifically enforce the provisions of these covenants. Assignees, in addition to other relief available to them, shall be entitled to temporary injunctive relief before trial from any court of competent jurisdiction as a matter of course upon the posting of not more than nominal bond and to permanent injunctive relief without the necessity of proving actual damages. Assignees shall further be entitled to an equitable accounting of all earnings, profits and other benefits arising from any breach of these covenants. Assignor agrees that these covenants are reasonable with respect to their duration, geographical area, and scope but if a court of competent jurisdiction holds that the obligations of Assignor pursuant to any of these covenants are unenforceable due to duration, geographical area or scope of such covenant, then the duration, geographical area or scope of such covenant shall be deemed reformed to the least degree necessary to render such covenant enforceable.

Assignor agrees that it has received adequate consideration for the obligations set forth in this Section 2.

3. Assignor: (a) represents and warrants that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim, except for the security interest in favor of First National Bank ("FNB"), assigned to FNB's successors-in-interest, or any such claim which may be asserted by the Company, (b) acknowledges that it has, independently of and without reliance on the Assignees, made its own credit analysis of Company, performed its own legal review of this Assignment and Acceptance, and is not relying on Assignees with respect to any of the aforesaid items, (c) acknowledges that the Assignees have not made any representation, express or implied, with respect to this Assignment and Acceptance, the Loans or any prospects of repayment of the Loans or any portion thereof, (d) represents and warrants that the aggregate principal amount of the Loans outstanding on the date hereof is equal to \$2,327,050.6 plus any accrued interest due thereon since May 29, 2002, and recognizes that the Assignees may collect amounts in excess of such amount and expressly disclaims any interest in any such excess, and (e) agrees to promptly execute and deliver to Assignees such other documents

as may be requested by Assignees from to time in furtherance of the transactions contemplated herein, including, without limitation, all UCC and other filings evidencing assignment of Assignor's security interests in the assets of Company in favor of Assignees.

4. Each Assignee: (A) agrees that the assignment hereunder is without recourse, except for a breach by Assignor of any term hereof, (b) represents and warrants that it is unaware of any adverse claim to the interest assigned, (c) acknowledges that it has, independently of and without reliance on the Assignor, made its own credit analysis of Company, performed its own legal review of this Assignment and Acceptance, and is not relying on Assignor with respect to any of the aforesaid items, (d) acknowledges that, except as set forth herein, the Assignor has not made any representation, express or implied, with respect to this Assignment and Acceptance, the Loans or any prospects of repayment of the Loans or any portion thereof, (e) recognizes that Assignor is retaining (i) its warrant for purchase of Company's common stock and (ii) its common stock of the Company, and (f) recognizes that it may collect amounts less than the aggregate amount of the Loans outstanding on the date hereof and expressly disclaims any claim against Assignor based on the deficiency.

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7. From and after the Effective Date, Assignees shall be entitled to all payments of principal, interest and fees with respect to the Loans, to the extent provided in this Assignment and Acceptance. Assignor and Assignees shall make all appropriate adjustments, directly between themselves, in payments under the Assigned Documents for periods before the Effective Date; provided, however, that notwithstanding any such adjustments Assignor shall not be required to return any amounts received on account of the Assigned Documents prior to the Effective Date.

8. Assignees hereby agree that, should the transactions contemplated by this Assignment and Assumption be challenged in any way by the Company, Enerdyne, either of their affiliates, or any of their officers, directors, agents, successors or assigns, Assignees shall not, nor shall Assignees' affiliates, successors or assigns, disavow, rescind or in any way demand return of any funds paid to Assignor in connection with this Assignment and Assumption.

9. THIS ASSIGNMENT AND ACCEPTANCE SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THE STATE OF CALIFORNIA.

10. All notices, demands and other communications required or permitted hereunder shall be in writing, addressed to the appropriate party at the address appearing after their signatures

below, or to such other address as may be designated from time to time by notice to the other party in the manner set forth herein, and shall be effective upon the earliest of (a) actual delivery if delivered by personal delivery or certified postage-prepaid mail, (b) three (3) Business Days following deposit, first class postage prepaid, with the United States Mail, or (c) the next Business Day after timely and proper deposit with an overnight air courier with request for delivery on the next Business Day. For purposes of this Assignment and Acceptance, "Business Day" shall mean any day, other than a Saturday or Sunday, on which national banks in San Diego, California, are not authorized or required by governing law or regulations to be closed.

11. No party to this Assignment and Acceptance may, voluntarily or by operation of law, assign or otherwise transfer any of his, her or its rights or obligations under this Assignment and Acceptance, without obtaining the prior written consent of all other parties hereto. Any attempted assignment in violation of this Assignment and Acceptance shall be void and of no effect.

12. Neither Company nor Enerdyne shall be deemed to be a third-party beneficiary of this Assignment and Acceptance.

13. If any party hereto commences an arbitration or other action against any other party to enforce any of the terms hereof or because of the breach by such other party of any of the terms hereof, the prevailing party shall be entitled, in addition to any other relief granted, to all actual out-of-pocket costs and expenses incurred by such prevailing party in connection with such action, including, without limitation, all reasonable attorneys' fees, and a right to such costs and expenses shall be deemed to have accrued upon the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

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IN WITNESS WHEREOF, the parties have executed this Assignment and Acceptance as of the date first above written.

**ASSIGNOR:**

**Scott T. Boden**

 1/13/2003

**Address:**  
1600 Ludington Lane  
La Jolla, CA 92037

**ASSIGNEES:**

**Housatonic Micro Fund, L.P.**

**By: Housatonic Micro Partners, L.L.C.**  
**General Partner**

**By:** \_\_\_\_\_  
**Joseph Niehaus, Member**

**Address:**  
88 Kearney Street, Suite 1610  
San Francisco, CA 94108

**Lexington Funding LLC**

**By: Lexington Commercial Holdings, Inc.,**  
**Manager**

**By:** \_\_\_\_\_  
**Ms. Tara Cornwell, Vice President**

**Address:**  
9350 Wilshire Blvd., Suite 400  
Beverly Hills, CA 90212-3206  
**Attention: Mr. Harvey Getleson**  
**Facsimile: (310) 271-3990**

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