

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Hohmann & Barnard, Incorporated		05/01/2008	CORPORATION:

**RECEIVING PARTY DATA**

Name:	MITEK HOLDINGS, INC.
Street Address:	300 Delaware Avenue
Internal Address:	Suite 1704
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	CORPORATION:

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	1457165	DW-10-X
Registration Number:	2555818	FOAMTASTIC
Registration Number:	2552554	CORK-TASTIC
Registration Number:	3086786	FOAM TECH
Registration Number:	2992904	X-SEAL
Registration Number:	1867443	SPYRA-LOX
Registration Number:	2573415	POLY-JOINT
Registration Number:	2571272	POLY-STRIP
Registration Number:	1533906	DW-10HS
Registration Number:	1506786	SEISMICLIP
Registration Number:	1499230	BYNA-TIE

**CORRESPONDENCE DATA**

Fax Number: (314)231-4342

**900107492**

**TRADEMARK  
 REEL: 003784 FRAME: 0277**

**CH \$290.00 1457165**

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

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ATTORNEY DOCKET NUMBER:	MLP 7353
NAME OF SUBMITTER:	Kurt F. James
Signature:	/Kurt F. James/
Date:	05/28/2008

Total Attachments: 4  
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**ASSIGNMENT OF FILED, GRANTED AND/OR REGISTERED INTELLECTUAL PROPERTY**

THIS ASSIGNMENT (the "Assignment") is made effective as of May 1st, 2008 by:

HOHMANN & BARNARD, INCORPORATED, a New York corporation, also known as  
HOHMANN & BARNARD, INC. (the "Assignor")

in favor of;

MITEK HOLDINGS, INC., a Delaware corporation (the "Assignee")

**WHEREAS**, Assignee and Assignor have entered into that certain Asset Purchase Agreement wherein Assignor agreed to transfer, assign and convey certain assets of Assignor, including certain general intangibles of Assignor.

**NOW THEREFORE**, Assignor in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **DOES HEREBY** irrevocably and unconditionally grant, sell, bargain, assign, transfer, convey and deliver to Assignee good and valid title, and all of Assignor's right, title and interest in free and clear of all liens, security interests and other encumbrances, in and to:

(a) the patents and patent applications described in Schedule 1 attached hereto (the "**Patents, Patent Applications**"), along with the right to sue for past infringement, including all reissues, re-examinations and extensions thereof, as fully and entirely as the same would have been held by Assignor had such sale, assignment and transfer not have been made;

(b) the registered trademarks described in Schedule 2 attached hereto (the "**Registered Trademarks**"), all of the goodwill associated with the Registered Trademarks, and the right to sue and recover for infringements occurring prior to this assignment. Assignor represents and warrants that at the time of making this assignment it is the owner of all right, title, and interest in and to the Registered Trademarks, and all the goodwill therein; that the Registered Trademarks are currently in force; and that is has not licensed, mortgaged, or otherwise transferred any rights in the Registered Trademarks to any person or entity other than Assignee; and,

(c) the work(s) described in Schedule 3 attached hereto (the "**Works**"), including (i) all of Assignor's registered domestic copyrights, including the entire worldwide right, title and interest, worldwide copyright in and to the Works, and all manners of dimensions, presentations, embodiments and/or forms thereof (all of the foregoing being referred to herein as the "**Registered Copyrights**"); (ii) all actions and causes of action, related to, but not limited to, the infringement of the Registered Copyrights and all damages, profits, penalties and other recoveries related thereto; and, (iii) all past and present rights and powers, statutory and common law, which have accrued or may accrue to Assignor of any and all kind or nature appertaining to the Registered Copyrights.

**TO HAVE AND TO HOLD** the Patents, Patent Applications, Registered Trademarks and Registered Copyrights, with all of the rights and appurtenances thereto belonging unto Assignee, for himself, his successors and assigns for their own use and behalf forever.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor covenants that Assignor will do, execute and deliver, or will cause to be done, executed and delivered, all such further reasonable acts, transfers, assignments and conveyances, powers of attorney and assurances,

for the better assuring, conveying and confirming unto Assignee, the entire right, title and interest in the Patents, Patent Applications, Registered Trademarks and Registered Copyrights, hereby sold, transferred, assigned, and conveyed as Assignee may reasonably require.

This Assignment and covenants and agreements herein contained shall inure to the benefit of Assignee, his successors and assigns, and shall be binding upon Assignor, its successors and assigns.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, intending to be legally bound hereby, Assignor has executed and delivered this Assignment as of the day and year first above written.

FOR: Hohmann & Barnard, Incorporated

DATE: May 1 2008

NAME

Ronald P. Hohmann  
Ronald P. Hohmann, Sr.

TITLE:

CEO

STATE OF

NY

COUNTY OF

Suffolk

On this 5/1, 2008, before me, D L Harvaneck,  
Notary Public in and for said state, personally appeared Ronald P. Hohmann, Sr., officer of the above-named corporation, known to me to be the person who executed the within Assignment, and who did state that said instrument was signed on behalf of said corporation, and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and said State aforesaid, the day and year first above written.

Notary Public

DIANE L. HARVANEK  
Notary Public State of New York  
No. 01HA5065822  
Qualified in Suffolk County  
Commission Expires November 20, 2010

**SCHEDULE 2****TRADEMARKS**

<b>Trademark</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Filed</b>
DW-10-X	73-648134	1,457,165	9/15/1987	3/6/1987
FOAMTASTIC	76-270983	2,555,818	4/2/2002	6/14/2001
CORK-TASTIC	76-270984	2,552,554	3/26/2002	6/14/2001
FOAM TECH	76-589585	3,086,786	4/25/2006	4/30/2004
X-SEAL	76-542145	2,992,904	9/6/2005	9/2/2003
SPYRA-LOX	74-291437	1,867,443	12/13/1994	7/6/1992
POLY-JOINT	76-247959	2,573,415	5/28/2002	4/30/2001
POLY-STRIP	76-247958	2,571,272	5/21/2002	4/30/2001
DW-10HS	73-747421	1,533,906	4/11/1989	8/22/1988
SEISMICLIP	73-691652	1,506,786	10/4/1988	10/26/1987
BYNA-TIE	73-691651	1,499,230	10/4/1988	10/26/1987