

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
TOM MILLER INVESTMENTS, LLC		10/30/2008	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	MITEK HOLDINGS, INC.		
Street Address:	300 Delaware Avenue, Suite 1704		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77169639	KOOL-C.A.T.	
Serial Number:	77330108	CRITICAL AIR TECHNOLOGY KOOL C.A.T.	
CORRESPONDENCE DATA			
Fax Number:	(314)231-4342		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-231-5400		
Email:	kbastunas@senniger.com		
Correspondent Name:	Paul Fleischut- SENNIGER POWERS LLP		
Address Line 1:	100 North Broadway, 17th Floor		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	MLP 7418 : PIF/KSB		
NAME OF SUBMITTER:	Paul I. J. Fleischut		
Signature:	/paul fleischut/		

CH \$65.00 77169639

Date:

12/04/2008

Total Attachments: 4

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT (the "Assignment") is made effective as of October 30, 2008 by:

TOM MILLER INVESTMENTS, LLC, a Michigan Limited Liability Company, itself, and also doing business as TMI INDUSTRIAL AIR SYSTEMS and TMI CUSTOM AIR SYSTEMS,

(the "Assignor")

in favor of;

MITEK HOLDINGS, INC., a Delaware corporation

(the "Assignee").

WHEREAS, Assignee and Assignor have entered into that certain Stock 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"), 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; and

(b) the trademarks described in Schedule 2 attached hereto (the "Trademarks"), all of the goodwill associated with the 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 Trademarks, and all the goodwill therein; that the Trademarks are currently in force; and that it has not licensed, mortgaged, or otherwise transferred any rights in the Trademarks to any person or entity other than Assignee; and,

TO HAVE AND TO HOLD the Patents and Trademarks, 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 and Trademarks, 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: Tom Miller Investments, LLC

DATE: 10/30/08

NAME: J. C. Carr

TITLE: Manager

STATE OF MISSOURI)

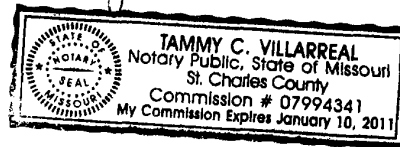
COUNTY OF ST. LOUIS)

On this October 30, 2008, before me, Tammy C. Villarreal, a Notary Public in and for said state, personally appeared Joseph C. Carr, a Manager of the above-named company, 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

Tammy C. Villarreal



TRADEMARK

REEL: 003899 FRAME: 0517

SCHEDULE 1

1. The below listed U.S. Patents:

a. Patent No.: 5,620,503

Title: HUMIDIFIER AND METHOD FOR HUMIDIFYING AIR

Inventors: Thomas L. Miller and Joseph M. Maceri

b.

Patent No.: 5,425,902

Title: METHOD FOR HUMIDIFYING AIR

Inventors: Thomas L. Miller and Joseph M. Maceri

2. The below listed Patent Applications:

a. U.S. Application Serial No. 12/004,202 filed December 20, 2007 entitled THERMAL ISOLATING HOUSING STRUCTURE claiming priority to U.S. Provisional Application No. 60/876,412 filed on December 21, 2006, of the same name.

b. U.S. Application Serial No. 11/983,847 filed November 13, 2007 entitled MODULAR AIR CONDITIONING SYSTEM, and any other patent applications related thereto.

SCHEDULE 2

TRADEMARKS

1. Trademark Ser. No. 77/169,639 KOOL-C.A.T. for "air conditioning units in Class 11."
2. Trademark Ser. No. 77/330,108 CRITICAL AIR TECHNOLOGY KOOL C.A.T. (and Design) for "air conditioning units in Class 11."

