

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
White Electronic Designs Corporation		04/23/2009	CORPORATION:
RECEIVING PARTY DATA			
Name:	Horizons Incorporated		
Street Address:	18531 South Miles Road		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44128		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3583887	SIMSCROLL	
CORRESPONDENCE DATA			
Fax Number:	(425)646-6314		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	425-688-8816		
Email:	rona@lawofficesrma.com		
Correspondent Name:	Ronald M. Anderson		
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Address Line 4:	Bellevue, WASHINGTON 98004		
ATTORNEY DOCKET NUMBER:	ALMA0001		
NAME OF SUBMITTER:	Ronald M. Anderson		
Signature:	/ron anderson/		

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Date:

05/14/2009

Total Attachments: 15

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement"), dated the 23 day of April, 2009 (the "Effective Date") is entered into by and between White Electronic Designs Corporation, an Arizona corporation having a principal place of business at 3601 East University Drive, Phoenix, AZ 85034 (the "Assignor"), and Horizons Incorporated, an Ohio corporation having a principal place of business at 18531 South Miles Road, Cleveland, OH 44128 ("Horizons" or the "Assignee"). Each of Assignor and Assignee are referred to in this Agreement individually as a "Party" or collectively as the "Parties."

WHEREAS, Assignor has developed an input system employing an array of touch sensitive regions for sensing user input (hereinafter referred to as "New Technology").

WHEREAS, on September 2, 2005, Assignor filed a U.S. patent application, Serial No. 11/218,854 disclosing and claiming Assignor's aforementioned New Technology and listing Wayne Parkinson as the inventor, which has now issued as U.S. Patent No. 7,417,202 on August 26, 2008, and on June 1, 2007, filed a continuation-in-part U.S. patent application of that earlier filed case, Serial No. 11/757,271, disclosing and claiming Assignor's aforementioned New Technology and listing Wayne Parkinson as the inventor, which has now issued as U.S. Patent No. 7,439,465 on October 21, 2008 (both patents hereinafter being referred to as the "Subject Patents"). The defined term "New Technology" will include the Subject Patents.

WHEREAS, Assignor has filed a U.S. trademark application for the trademark SIMSCROLL, in connection with "Input device in the nature of a circular array switch for use in electronic controllers as a scroll ring enabling users to navigate large menus of lists" and was granted Registration No. 3,583,887 for this mark on March 3, 2009, and has rights in the trademark SIMTOUCH (the trademarks being hereinafter referred to as the "Subject Trademarks").

WHEREAS, Assignee is desirous to purchase the Subject Patents, the Related Technology (as defined below), and the Subject Trademarks from Assignor.

WHEREAS, Assignor is desirous of assigning to Assignee any and all rights that Assignor has in the Subject Patents and the Related Technology, and in assigning to Assignee any and all rights that Assignor has in the Subject Trademarks, along with the goodwill associated with the Subject Trademarks.

NOW THEREFORE and in consideration thereof, Assignor and Assignee hereby agree as follows.

1. Payments by Assignee

Upon the Effective Date, Assignee shall pay to Assignor a one-time payment of
(hereinafter referred to as the "payment").

2. Assignment of Subject Patents

For good and valuable consideration (the payment), the receipt of which is hereby acknowledged, effective as of the Effective Date, Assignor hereby irrevocably sells, assigns, and transfers unto Assignee its entire right and title to and interest in U.S. Patent No. 7,417,202 and U.S. Patent No. 7,439,465 (the Subject Patents), and any foreign counterparts or equivalents thereto, as well as all divisionals, reissues, and continuations (in whole or in part) of any of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable for sales or services completed or performed after the completion of production at the Columbus, OH Facility, effective July 4, 2009. For the sake of clarity and notwithstanding anything herein to the contrary,

any amounts owed to Assignor as of the Effective Date or amounts that will be owed as a result of current backlog orders shall belong to Assignor.

The assignment to Assignee shall also include, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Subject Patents, with the right to sue for and collect the same for each Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor does hereby further agree to use commercially reasonable efforts to execute all reasonable instruments and render reasonable assistance as Assignee may request in connection with: (a) obtaining any additional patent protection for the Subject Patents that either Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect; (b) prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with any of the Subject Patents, including, without limitation, testifying as to any facts relating to the Subject Patents and this assignment; and (c) implementation, perfection and/or recording of this assignment; provided, however, that Assignee shall pay any reasonable costs of Assignor in its efforts related to (a), (b) and (c). For the sake of clarity, it is understood that as of the signing hereof, Assignor is exiting the business related to the New Technology and nothing herein requires Assignor to take any action related to former employees of Assignor.

3. Assignment of Related Technology

For good and valuable consideration, receipt of which is hereby acknowledged, Assignor agrees to assign to Assignee, and hereby does assign to Assignee all its right and title to and interest in (a) any issued patent or patent application that has been or will be filed in any country of the world based on or asserting priority in either of the Subject Patents, (b) any other patent or patent application filed in any country of the world claiming any aspect of Assignor's New Technology or technical know how relating thereto, (c) all patentable and non-patentable inventions, discoveries,

technology and information of any type whatsoever, including, without limitation, trade secrets, methods, processes, technical information, ideas, concepts, expertise, knowledge, experience and know-how, that utilize, incorporate, are derived from, or are based on the New Technology or that could not be conceived, developed or reduced to practice but for the use of the New Technology, and (d) all intellectual property rights in any of the foregoing conceived, developed, or reduced to practice before, on, and after the Effective Date (collectively, the "Related Technology"); provided that it is understood that revenue and receivables created, generated or contracted for using the New Technology and Related Technology prior to the date hereof is the sole possession of Assignor.

Assignor does hereby further agree and promise to use commercially reasonable efforts to execute all reasonable instruments and render all such reasonable assistance as Assignee may request, in connection with: (a) obtaining any patent protection for the Related Technology that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect; (b) prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with any of the Related Technology, including, without limitation, testifying as to any facts relating to the Related Technology and this assignment; and (c) implementation, perfection and/or recording of this assignment; provided, however, that Assignee shall pay any future reasonable costs of Assignor in its efforts related to (a), (b) and (c). For the sake of clarity, it is understood that as of the signing hereof, Assignor is exiting the business related to the New Technology and nothing herein requires Assignor to take any action related to former employees of Assignor.

4. Information Relevant to Validity of Claims of Subject Patents

Within ten (10) days of the Effective Date, Assignor shall provide Assignee any information that it currently has that is material and relevant to the validity of any claims in the Subject Patents or regarding New Technology owned by others, related products offered for sale by others, or

alternative solutions to the functions provided by the New Technology, whether developed or owned by Assignor or by others of whom Assignor has knowledge.

5. Assignment of Subject Trademarks

For good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby irrevocably sells, transfers, assigns, to Assignee, effective as of the Effective Date, all of its right and title to and interest in SIMSCROLL, U.S. Trademark Registration No. 3,583,887 (registered March 3, 2009), and SIMTOUCH, together with the goodwill of the business connected with and symbolized by such trademarks and registration, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments relating to sales or services contracted for or performed after the completion of production at the Columbus, OH facility, effective July 4, 2009. This assignment shall include all claims for damages by reason of past, present or future infringement or other unauthorized use of the Subject Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor does hereby further agree and promise to use commercially reasonable efforts to execute all reasonable instruments and render all such reasonable assistance as Assignee may request, in connection with: (a) preparation and prosecution of any application for registration or renewal of a registration covering any of the Subject Trademarks; (b) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Subject Trademarks, including, without limitation, testifying as to any

facts relating to the Subject Trademarks and this assignment; (c) obtaining any additional trademark protection for the Subject Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) implementation, perfection and/or recording of this assignment; provided, however, that Assignee shall pay any reasonable costs of Assignor in its efforts related to (a), (b) and (c). For the sake of clarity, it is understood that as of the signing hereof, Assignor is exiting the business related to the New Technology and nothing herein requires Assignor to take any action related to former employees of Assignor.

6. Transfer of Information and Know How Related to New Technology

For good and valuable consideration, receipt of which is hereby acknowledged, Assignor agrees that within ten (10) days after the Effective Date, Assignor shall transfer to Assignee all technological information and written documentation relevant to the New Technology and any other related know how, whether in written, graphic, or other tangible form. Such technological information and know how shall include, without any implied limitation, engineering drawings, processes, materials (and suppliers thereof) used in practicing the New Technology (along with the historical quality of such suppliers), customer data that lists current and/or prospective customers of Assignor who have or might purchase products that employ the New Technology, engineering files, Underwriter Laboratories (UL) documentation, tooling, quotations, marketing documents or material, and proposals related to the New Technology. All such technological information transferred from Assignor to Assignee shall become the property of Assignee and need not be returned to Assignor.

7. Training of Assignee Personnel by Employees of Assignor

For good and valuable consideration, receipt of which is hereby acknowledged, within thirty (30) days after the Effective Date, Assignor agrees to provide Mr. Wayne Cassidy and, at



Assignee's option, at least one other of its employees who are knowledgeable about the New Technology, to train such persons designated by Assignee utilizing three employees of Assignor for a total of two business days, such training to occur at a business location in Cleveland, OH, mutually agreed to by the Parties. The training provided shall be in regard to: (a) the engineering and design of products that use the New Technology; (b) the manufacturing of products that employ the New Technology; and (c) such other subject matter as reasonably requested by Assignee at that time, which is beneficial and relevant to Assignee's use of the New Technology.

Assignor shall provide additional training (beyond the training provided for directly above) of Assignee's personnel (designated above) upon written request of Assignee by June 15, 2009, but Assignee will pay Assignor for such additional training at the rate of eighty dollars per hour (\$80.00/hour), for up to eighty (80) more man hours.

Any and all of the training referenced in this section may, in Assignee's sole discretion, be videotaped or recorded utilizing any recording mechanism, and Assignee shall own the copyright in any videotape or recordings thus made; provided, however, that the Parties agree that Assignor is providing this training with no liability or recourse related thereto and Assignee shall not use this recording or another aspect of the training as the subject of a lawsuit or claim against Assignee.

8. Representations and Warranties

Each Party represents and warrants to the other Party that (a) it has all requisite power and authority to enter into this Agreement and consummate the transactions contemplated hereby; (b) this Agreement is a valid and binding obligation enforceable against such Party in accordance with its terms; and, (c) neither the execution, delivery and performance of this Agreement nor the consummation of the transactions contemplated hereby will violate, conflict with, or constitute a default under any contractual or other obligation or any law applicable to such Party.

Assignor hereby represents and warrants to Assignee that: (a) it is the sole owner of all right and title to and interest in the New Technology, the Related Technology, the Subject Patents and the Subject Trademarks, free and clear of any liens, claims, demands, or encumbrances; (b) Assignor has not granted any license or any other rights to the New Technology, the Related Technology, the Subject Patents and/or the Subject Trademarks.

Assignor also represents and warrants to Assignee that, to its actual knowledge, there are no actions threatened or pending before any court relating to the New Technology, the Related Technology, and/or the Subject Trademarks, no third party has made any claim against Assignor challenging the scope, validity or enforceability of the Subject Patents, and neither of the Subject Patents nor any portion thereof, nor any related patent or patent application, either U.S. or foreign, is the subject of any pending interference, opposition, cancellation, protest, or other challenge or adversarial proceeding.

9. Confidentiality

Each Party agrees not to disclose to any third party any confidential or proprietary information of the other Party, including, without limitation, information relating to the New Technology, the Related Technology, work in process, business information, market and development plans, and financial information (the "Confidential Information"). The receiving Party hereby agrees to use commercially reasonable efforts (equivalent to the protection given to their own confidential information) to prevent disclosure of the Confidential Information of the disclosing Party to any third party. Access to the Confidential Information of the disclosing Party will be limited to representatives of the receiving Party who have a need to know; provided that such representatives must execute a written agreement that includes confidentiality obligations at least as strict as those in this Agreement.



If a receiving Party becomes legally compelled to disclose all or part of the Confidential Information of the disclosing Party, the receiving Party shall promptly notify the disclosing Party in writing of such order. If a protective order or other appropriate remedy is not obtained, the receiving Party shall disclose only that portion of the Confidential Information that the receiving Party is legally required to disclose.

The receiving Party hereby acknowledges the sensitive and confidential nature of the Confidential Information of the disclosing Party, and that a breach or threatened breach of this section will result in irreparable harm and the disclosing Party will not have an adequate remedy at law. Therefore, in the event of any breach or threatened breach of this section, the receiving Party agrees that the disclosing Party will be entitled to injunctive relief without the posting of bond or other security in addition to any other remedy to which it may be entitled to hereunder or at law or in equity.

Parties will be liable for any act or omission by any representative acting in the performance of its duties that would constitute a breach of this section as if such act or omission was an act or omission of such Party.

As used in this section and section 10, the term "representative" means any individual and/or entity who is (as of the Effective Date) or becomes (after the Effective Date) an officer, director, employee, agent, affiliate, successor or assign of the appropriate party.

10. Non Compete Period

Upon the Effective Date and for a period of three (3) years thereafter (the "Non Compete Period"), Assignor will not directly or indirectly create, design, develop, duplicate, market, promote, disclose, distribute, sell, use, exploit or license, or permit or appoint, or offer to appoint, any other party to evaluate, create, design, develop, duplicate, market, promote, distribute, sell, use, exploit or license, in the United States or elsewhere, any products or technology that is competitive

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with, fulfills, or is intended to fulfill any functions similar to any of the functions of the technology described in the Subject Patents or included in the Related Technology (or any portion thereof).

During the Non Compete Period, Assignor will not directly or indirectly distribute, sell, duplicate, use, exploit or license, or permit or appoint, or offer to appoint, any other party to distribute, sell, duplicate, use, exploit or license, the technology disclosed in the Subject Patents or included in the Related Technology (or any portion thereof) for or to any party (other than the Assignee) and shall not in any way compete by making or causing to be made products like those made or sold by either or both of the Assignee, or either of their successors or assigns, that use the technology described in the Subject Patents and included in the Related Technology or any portion thereof.

Assignor hereby acknowledges that a breach or threatened breach of this section will result in irreparable harm and Assignee will not have an adequate remedy at law. Therefore, in the event of any breach or threatened breach of this section, Assignor agrees that Assignee will be entitled to injunctive relief without the posting of bond or other security in addition to any other remedy to which Assignee may be entitled to hereunder or at law or in equity.

Assignor will be liable to Assignee for any act or omission by any representative of Assignor, acting in its capacity, that would constitute a breach of this section as if such act or omission was an act or omission of Assignor.

11. General

- a. *Complete Agreement; Amendment.* Each of the Parties acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms, and further agrees that the terms of this Agreement are the complete and exclusive statement of the Agreement between the Parties, superseding and merging any and all prior proposals, understandings, and all other agreements, oral and written, between the Parties relating

- e. *Headings.* The headings appearing at the beginning of the several sections contained in this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement.
- f. *Counterparts.* This Agreement may be executed in several counterparts, each of which will be deemed an original, and such counterparts will together constitute and be one and the same instrument.

[Signatures are on the Following Page]

IN WITNESS WHEREOF, Assignor and Assignee have caused these presents to be signed by their respective corporate officers hereunto duly authorized.

Assignor (White Electronic Designs Corporation)

Date: 4/23/09

[Signature]
Signature

Roger A. Derse VP/CFO
Name/Title

STATE OF ARIZONA)

COUNTY OF MARICOPA)

On this 23 day of APRIL, 2009, ROGER A. DERSE personally appeared before me, to me known or proven to be the individual named above who executed the within and foregoing instrument, and acknowledged that the individual signed the same as a free and voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL)

[Signature]
Signature



RITA R. WESTENBERGER
Typed or Printed Name of Notary Public

Notary Public for the State of: ARIZONA

Residing at: PHOENIX, ARIZONA

My commission expires: JAN. 28, 2012

Assignee (Horizons)

Date: May 12, 2009

[Handwritten Signature]

Herbert Wainer, President & CEO

STATE OF Ohio)

COUNTY OF Cuyahoga)

On this 12 day of May, 2009, Herb Wainer personally appeared before me, to me known or proven to be the individual named above who executed the within and foregoing instrument, and acknowledged that the individual signed the same as a free and voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL)

[Handwritten Signature]
Signature

Bette Beltakis
Typed or Printed Name of Notary Public

Notary Public for the State of: Ohio

Residing at: Cleveland Ohio

My commission expires: 12/11/11

BETTE BELTAKIS
NOTARY PUBLIC, STATE OF OHIO
Recorded in Cuyahoga County
My Comm. Expires Dec. 11, 2011

CERTIFICATE

I, Bette Beltakis, a Notary Public of the State of Ohio, United States of America, duly appointed, residing at Cuyahoga County in the State of Ohio, do certify that the paper writing hereto annexed is a true copy of a document produced and shown to me and purporting to be an Assignment of White Electronic Designs Corporation (Assignor) to Horizons Incorporated (Assignee), dated April 23, 2009, the copy having been compared by me with the original document produced and shown to me on this date, an act whereof being requested I have granted my notarial form and seal of office to serve and avail as occasion shall or may require.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my notarial seal this 23 day of April, 2009.

Affix Notary Seal



Bette Beltakis
Notary Public in and for the
State of Ohio, Residing at
Cuyahoga County.
My commission expires
12/11/2011.