

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
Houghton & Myers, LLC		04/29/2009	LIMITED LIABILITY COMPANY: CALIFORNIA
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	
Registration Number:	2935853	SIDEPLATE	
Serial Number:	76695884	SIDEPLATE FRAME	
CORRESPONDENCE DATA			
Fax Number:	(314)345-7600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-345-7000		
Email:	kbastunas@senniger.com		
Correspondent Name:	SENNIGER POWERS LLP- Kurt James		
Address Line 1:	100 North Broadway, 17th Floor		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	MLP7432:KFJ/KSB		
NAME OF SUBMITTER:	Kurt F. James		
Signature:	/kurt james/		

CH \$65.00 2935853

Date:

06/22/2009

Total Attachments: 2

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the “**TRADEMARK ASSIGNMENT**”) is made effective as of April 29, 2009 (the “**EFFECTIVE DATE**”) by HOUGHTON & MYERS, LLC, a California limited liability company (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, to Assignee;

WHEREAS, pursuant to the Stock purchase Agreement, Assignor is obligated to assign to Assignee prior to the closing of the Stock Purchase Agreement all of its right, title, and interest in and to any Intellectual Property (as defined in the Stock Purchase Agreement) rights related to the business of Assignee and its subsidiaries and affiliates;

WHEREAS, ASSIGNOR is the owner of the entire right, title and interest in and to U.S. Registration Number 2,935,853 for SIDEPLATE and U.S. Trademark Application Serial Number 76/695,884 for SIDEPLATE FRAME (hereinafter the “**TRADEMARKS**”);

WHEREAS, ASSIGNEE is a successor to the ASSIGNOR’s business;

WHEREAS, ASSIGNEE is desirous of acquiring all right, title, and interest in and to the TRADEMARKS;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by ASSIGNOR:

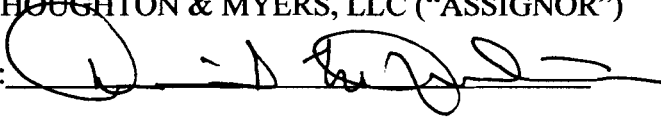
1. ASSIGNOR agrees to, and hereby does, sell, assign, and transfer unto ASSIGNEE the entire right, title, and interest in and to the TRADEMARKS on the EFFECTIVE DATE, all of the goodwill associated with the TRADEMARKS, and the right to sue and recover for infringements occurring prior to this assignment.

2. ASSIGNOR represents and warrants that, on the EFFECTIVE DATE, it is the owner of all right, title, and interest in and to the TRADEMARKS, and all the goodwill therein; that the TRADEMARKS is 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.

(signature page to follow)

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

FOR: HOUGHTON & MYERS, LLC ("ASSIGNOR")

Name: 

Title: MANAGER

Date: 04/29/2009

Witnessed: 

Name: JARED J ADAMS

Date: 4/29/09

Address: 27795 BERWICK
MISSION VIEJO CA 92691