

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		CORRECTIVE ASSIGNMENT	
NATURE OF CONVEYANCE:		Corrective Assignment to correct the Assignor's name previously recorded on Reel 003057 Frame 0798. Assignor(s) hereby confirms the Trademark Assignment.	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DEI Sales, Inc.	FORMERLY Directed Electronics, Inc.	05/15/2009	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	DEI Headquarters, Inc.		
Street Address:	One Viper Way		
Internal Address:	Attention: Legal Department		
City:	Vista		
State/Country:	CALIFORNIA		
Postal Code:	92081		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1560581	A/D/S/	
CORRESPONDENCE DATA			
Fax Number:	(760)599-1389		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7605991398		
Email:	christie.biggs@deiholdings.com		
Correspondent Name:	DEI Headquarters, Inc.		
Address Line 1:	One Viper Way		
Address Line 2:	Attention: Legal Department		
Address Line 4:	Vista, CALIFORNIA 92081		
NAME OF SUBMITTER:	Crystal Biggs		
Signature:	//CRYSTAL BIGGS//		

CH \$40.00 1560581

Date:

06/25/2009

Total Attachments: 25

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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
Directed Electronics, Inc		01/01/2003	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	DEI Headquarters, Inc
Street Address:	One Viper Way
City:	Vista
State/Country:	CALIFORNIA
Postal Code:	92081
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 112

Property Type	Number	Word Mark
Registration Number:	1147604	STEAL STOPPER
Registration Number:	1382152	VIPER
Registration Number:	1368850	CLIFFALARM
Registration Number:	1664941	SIDEWINDER
Registration Number:	1665774	MERLIN
Registration Number:	1671463	SNIPER
Registration Number:	1674046	CLIFFORD
Registration Number:	1680241	HORNET
Registration Number:	1687774	EQUALIZER
Registration Number:	1709910	FAILSAFE
Registration Number:	1717916	AVITAL
Registration Number:	1721572	VALET
Registration Number:	1743898	IBEAM
Registration Number:	1745072	CALLGUARD

CH \$2815.00 1147604

Registration Number:	1751099	PERIMETER DETECTION THAT SPEAKS FOR ITSELF
Registration Number:	1755228	VIPER
Registration Number:	1756693	VIPER
Registration Number:	1775832	INVISIBEAM+
Registration Number:	1816396	VIPER
Registration Number:	1822606	PYTHON
Registration Number:	1822608	
Registration Number:	1831266	VRS
Registration Number:	1833777	WASP
Registration Number:	1847324	BOA
Registration Number:	1848176	NO ONE DARES COME CLOSE
Registration Number:	1850291	RATTLER
Registration Number:	1850292	RATTLESNAKE
Registration Number:	1850294	SECURITY FOR THE BEST
Registration Number:	1853037	AUTO-MATE
Registration Number:	1873747	DEI
Registration Number:	1893593	VOICESHIELD
Registration Number:	1908342	LEGI-LITE
Registration Number:	1908343	NITE-LITE
Registration Number:	1908344	SCAN-SAFE
Registration Number:	1924871	ETCH-IT!
Registration Number:	1924872	WARN AWAY
Registration Number:	1925347	DOUBLEGUARD
Registration Number:	1937559	NUISANCE PREVENTION
Registration Number:	1937899	SAFE-LITE
Registration Number:	1937900	STINGER
Registration Number:	1943761	CODE PLUS
Registration Number:	1946305	BACK TALK
Registration Number:	1949767	EFFECTIVE VEHICLE SECURITY
Registration Number:	1949768	SOFT CHIRP
Registration Number:	1954475	
Registration Number:	1961709	VIPER
Registration Number:	1962705	REVENGER
Registration Number:	1970074	THERE IS NO ANTIDOTE
Registration Number:	1983683	VIPER

TRADEMARK

Registration Number:	1991173	PUT THE STING ON CRIME
Registration Number:	1996948	BOA
Registration Number:	2003532	IT'S YOUR CAR, KEEP IT THAT WAY
Registration Number:	2017149	PUT THE STING ON CRIME
Registration Number:	2023351	PRO GUARD
Registration Number:	2031421	
Registration Number:	2037373	PRIME SECURITY
Registration Number:	2041580	
Registration Number:	2051480	Q-START
Registration Number:	2053685	VOICE
Registration Number:	2053567	THE CLEAR DIFFERENCE
Registration Number:	2053812	HORNET
Registration Number:	2115120	CRIME PAYS
Registration Number:	2120755	DEI
Registration Number:	2126969	
Registration Number:	2139385	VIPER
Registration Number:	2146931	PYTHON
Registration Number:	2149999	DEI AUDIO
Registration Number:	2197007	
Registration Number:	2213734	VIRTUAL LINK
Registration Number:	2211958	VIRTUALKEY
Registration Number:	2212832	PYTHON
Registration Number:	2218082	
Registration Number:	2218083	
Registration Number:	2218081	
Registration Number:	2260409	ROCK SOLID
Registration Number:	2268338	AUTO - KEY
Registration Number:	2285718	VIPER
Registration Number:	2291545	NPC
Registration Number:	2295688	TECHSOFT
Registration Number:	2300806	VIPER
Registration Number:	2301471	BITWRITER
Registration Number:	2301162	CODE-HOPPING
Registration Number:	2315849	ESP
Registration Number:	2324801	PYTHON

TRADEMARK

Registration Number:	2362498	VIPER
Registration Number:	2404885	VENOM
Registration Number:	2404493	HORNET
Registration Number:	2436051	VIPER
Registration Number:	2464066	GHOST SWITCH
Registration Number:	2474938	QUALITY BY DESIGN
Registration Number:	2513804	PYTHON
Registration Number:	2154226	POWERCLASS
Registration Number:	1560581	A/D/S/
Registration Number:	1388987	IMS
Registration Number:	1578706	
Registration Number:	1846616	XTREME
Registration Number:	1595043	THE HOTT SET-UP
Registration Number:	1339028	SCINTILLA
Registration Number:	1231758	ADS
Registration Number:	2745317	RESPONDER
Registration Number:	2740977	DIRECTED
Registration Number:	2763024	ORION
Registration Number:	2780131	DRIVEN TO EXCEL
Registration Number:	2814147	XTRPRO
Registration Number:	2815991	COBALT
Registration Number:	2830783	HCCA
Registration Number:	2838758	AUTOMATE
Registration Number:	2838757	CLIFFORD
Registration Number:	2841594	PRECISION POWER INTERNATIONAL
Registration Number:	2324714	WIRED
Registration Number:	1426496	PROGUARD
Registration Number:	1439008	VOCALARM

CORRESPONDENCE DATA

Fax Number: (760)599-1389

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

Phone: 760-597-6714

Email: kc.bean@directed.com

Correspondent Name: KC Bean, Esq

Address Line 1: One Viper Way

Address Line 4: Vista, CALIFORNIA 92081

TRADEMARK
REEL TRADEMARK: 0092

NAME OF SUBMITTER:	KC Bean, Esq
Signature:	/kc bean/
Date:	04/01/2005
Total Attachments: 17 source=IP assignment#page1.tif source=IP assignment#page2.tif source=IP assignment#page3.tif source=IP assignment#page4.tif source=IP assignment#page5.tif source=IP assignment#page6.tif source=IP assignment#page7.tif source=IP assignment#page8.tif source=IP assignment#page9.tif source=IP assignment#page10.tif source=IP assignment#page11.tif source=IP assignment#page12.tif source=IP assignment#page13.tif source=IP assignment#page14.tif source=IP assignment#page15.tif source=IP assignment#page16.tif source=IP assignment#page17.tif	

OMNIBUS INTELLECTUAL PROPERTY ASSIGNMENT

THIS OMNIBUS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into effective as of January 1, 2003, by and between, Directed Electronics, Inc., a California corporation (the "Assignor") and DEI Headquarters, Inc., doing business as Directed Electronics, a Florida corporation (the "Assignee")

WHEREAS, Assignor owns the entire right, title, and interest in and to certain Intellectual Work Product (as defined below).

WHEREAS, it is the intention of the parties that Assignor should assign to Assignee the Assignor's entire right, title and interest in and to the Intellectual Work Product in connection with and as a condition to the consummation of a certain Service Agreement between the Assignee, and Assignor.

In CONSIDERATION of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor, intending to be legally bound, hereby agree as follows:

1. Assignment of Intellectual Work Product. The Assignor hereby irrevocably assigns and transfers to the Assignee;

(a) any and all of the Assignor's respective right, title and interest in and to the Intellectual Work Product (including, without limitation, all rights of action and damages for past, present and future infringement) under copyright, patent, trade secret and trademark law and any other laws providing for the protection of intellectual or industrial property or similar rights, whether domestic or foreign, in perpetuity or for the longest period otherwise permitted by law; and

(b) and all of the Assignor's respective right, title and interest as a licensee under any agreement or arrangement between or among the Assignor and any one or more third parties pursuant to which any such third party grants to the Assignor any rights to any of such third party's copyrights, patents, trade secrets, and trademarks in connection with the Assignor's conduct of any business now or previously carried on by the Assignor or any business that the Assignor is currently considering carrying on (collectively, the "License Rights").

2. Intellectual Work Product Defined. As used in this Agreement, the term "Intellectual Work Product" shall mean:

(a) all writings, documents, inventions, processes, products, methods, discoveries, computer programs or instructions (whether in source code, object code or any other form), plans, customer lists, memoranda, tests, research, designs, specifications, models, data, diagrams, flow charts, techniques and similar or dissimilar intellectual work product (whether reduced to a written form or otherwise and whether or not patentable)

that the Assignor, either individually or jointly, may have made, conceived, discovered or developed or had made, conceived, developed or discovered either solely or jointly with any other person, at any time before the date of this Assignment, whether during working hours or at the Assignor's offices or at any other time or location, and whether upon the request or suggestion of the Assignor or otherwise that relate to or may in any way be useful in connection with any business now or previously carried on by the Assignor or any business that the Assignor is currently considering carrying on;

(b) all of the United States Letters Patent, reissued patent, patent applications, foreign patents, foreign patent application and any continuation, continuation in part that may arise therefrom identified on Exhibit A attached to this Assignment; and

(c) all of the United States registered and unregistered trademarks, anywhere in the world, together with all of the goodwill associated therewith, identified on Exhibit B attached to this Agreement.

3. Title. The Assignor hereby represent and warrant to the Assignee that the Assignor either individually or jointly owns good and indefeasible legal and beneficial title to the Intellectual Work Product and the License Rights and that the Intellectual Work Product and the License Rights are free and clear of any and all encumbrances of any kind whatsoever including, without limitation, liens and security interest.

4. Further Documentation and Instruments. The Assignee shall have the exclusive right to obtain and hold in the Assignee's own name all copyrights, patents, trade secrets, trademarks, and other intellectual or industrial property or similar rights with respect to the Intellectual Work Product. The Assignor shall, at the Assignee's expense, assist the Assignee in acquiring and maintaining copyright, patent, trade secret, trademark, and other intellectual or industrial property protection upon, and confirming the Assignee's title to, the Intellectual Work Product. Such assistance shall include, without limitation, signing all applications and any other documents and instruments, cooperating in legal proceedings and taking such other actions as the Assignee considers necessary or desirable to effectuate more fully the intents and purposes of this Assignment.

5. Notices. All communications provided for in this Assignment shall be in writing and sent (a) by telecopy or electronic mail if the sender on the same day sends a conforming copy of such overnight delivery service (charges prepaid), or (c) by messenger. The address of the Assignee and of the Assignor for the purposes of this Agreement is set forth on the signature page to this Assignment. Each of the Assignee and the Assignor may change its address (or telecopy number) by notice to the other in accordance with this Section 5. Communications under this Assignment shall be deemed given only when actually received.

6. Complete Agreement. This Assignment (and all schedules and exhibits hereto and thereto) embody the complete agreement and understanding among the parties and supersede and preempt any prior understandings, agreements or representations by or

among the parties, written or oral, with respect to the Assignor's assignment of the Intellectual Work Product and the License Rights.

7. Counterparts. This Assignment may be executed on separate counterparts, each of which is deemed to be an original and all of which when taken together constitute one and the same agreement. Any telecopied signature shall be deemed a manually executed and delivered original.

8. Successors and Assigns. This Assignment shall inure to the benefit of and be enforceable by the Assignee and its successors and assigns and shall be binding upon and enforceable against each of the Assignor and each of their respective successors and assigns and heirs and personal representatives.

9. Equitable Remedies. Each of the Assignor Acknowledges and agrees that the Assignee would not have any adequate remedy at law in the event any of the provisions of this Assignment are not performed in accordance with its terms or are breached.

10. Choice of Law. This Assignment, including the validity hereof and the rights and obligations of the Assignee and the Assignor under this Assignment, and all amendments and supplements hereof and all waivers and consents hereunder, shall be construed in accordance with and governed by the domestic substantive laws of the State of California without giving effect to any choice of law or conflicts of law provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

11. Jurisdiction. Each of the Assignee and the Assignor, to the extent that it may lawfully do so, hereby consents to service of process, and to be sued, in the State of California and consents to the jurisdiction of the courts of the State of California and the United States District Court sitting in the county of San Diego, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of its obligations under this assignment or with respect to the transactions contemplated hereby, and expressly waives any and all objections it may have as to venue in any such courts. Each of the Assignee and the Assignor further agrees that a summons and complaint commencing an action or proceeding in any of such courts shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to it at its address referred to in or as otherwise provided under the laws of the State of California. Notwithstanding the foregoing, each of the Assignee and the Assignor agrees that nothing contained in this Section 11 shall preclude the institution of any such suit, action or other proceeding in any jurisdiction other than the State of California.

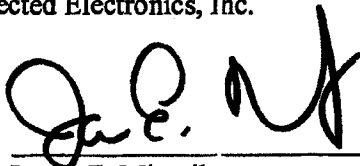
12. JURY TRIAL WAIVER. EACH OF THE ASSIGNEE AND THE ASSIGNOR HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER PROCEEDING INSTITUTED BY OR AGAINST IT IN RESPECT OF ITS OBLIGATIONS UNDER THIS ASSIGNMENT OF THE TRANSACTIONS CONTEMPLATED BY THIS ASSIGNMENT.

13. Amendments and Waivers. No provisions of this Assignment may be amended or waived without the prior written consent of the Assignee by an instrument executed by a duly authorized representative of the Assignee. The waiver by the Assignee of any breach of any provision of this Assignment shall not be construed or operate as a waiver of any preceding or succeeding breach of any other term or provision or a continuing waiver of the same or any other term or provision.

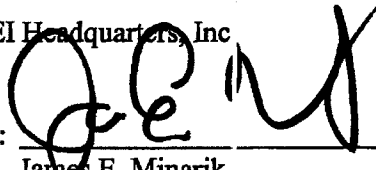
SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Assignee and the Assignor have caused this Assignment to be duly executed as of the date first above written.

Directed Electronics, Inc.

By: 
James E. Minarik
Its: President and Chief Executive Officer

DEI Headquarters, Inc

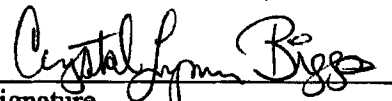
By: 
James E. Minarik
Its: President and Chief Executive Officer

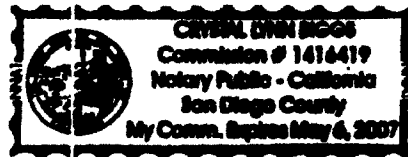
STATE OF California }
COUNTY OF San Diego }

On March 28, 2005 before me, Crystal Lynn Bess,
personally appeared James E. Minarik

~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in ~~(his)/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Signature



[Seal]

EXHIBIT A TABLE OF PATENTS

<u>INDEX NUMBER</u>	<u>PATENT NUMBER</u>	<u>DESCRIPTION</u>
1)	4,794,368	Programmable Automobile Alarm System Having Vocal Alarm and Reporting Features
2)	4,845,464	Programmable Sensor Apparatus
3)	4,887,064	Multi-Featured Security System with Self Diagnostic Capability
4)	4,890,108	Multi-Channel Remote Control Transmitter
5)	4,897,630	Programmable Alarm System Having Proximity Detection With vocal Alarm And Reporting Features
6)	4,922,224	Electronic Vehicle Security System
7)	4,987,402	Alarm System For Sensing And Vocally Warning of an Unauthorized Approach Towards A Protected Object or Zone
8)	4,997,053	Remote Control Vehicle Seat and Steering Wheel Positioning system
9)	5,081,667	System for Integrating A Cellular Telephone with A Vehicle Security System
10)	5,117,217	Alarm System for Sensing and Vocally Warning A Person to Step Back From A Protected Object
11)	5,146,215	Electronically Programmable Remote Control for Vehicle Security System
12)	5,157,375	Electronic Vehicle Security System
13)	5,193,141	Vehicular Voice Storage, Playback, and Broadcasting Device
14)	5,245,694	User Programmable Voice Notification Device for Security Alarm
15)	5,315,285	Alarm System for Sensing and Vocally Warning A Person Approaching A Protected Object
16)	5,357,560	Adaptable Alarm Interface Unit for Use with Electronic Automobile Alarm Systems and the Like
17)	5,388,221	Adaptive Digital audio interpolation system
18)	5,467,070	Vehicle Security System With Secure Valet Switch

EXHIBIT A TABLE OF PATENTS

- | | | |
|-----|-----------|-------------------------------------------------------------------------------------------------------------------------|
| 19) | 5,506,568 | Shock Sensor |
| 20) | 5,532,670 | Method of Indicating the Threat Level of an Incoming Shock to an Electronically Secured Vehicle and Apparatus Therefore |
| 21) | 5,534,845 | Advanced Automotive Automation and Security System |
| 22) | 5,563,576 | Vehicle Security System Siren With Backup Rechargeable Battery |
| 23) | 5,572,185 | Car Alarm Having A Soft Chirp Arming Signal |
| 24) | 5,646,591 | Advanced Method of Indicating Incoming Threat Level to an Electronically Secured Vehicle and Apparatus Therefore |
| 25) | 5,650,774 | Electronically Programmable Remote Control Access System |
| 26) | 5,656,997 | Magnetic Resonance Alarm Device |
| 27) | 5,701,359 | Flat-Panel Speaker |
| 28) | 5,712,638 | Multiple Transmission Channel Group Transmitter |
| 29) | 5,764,026 | Spare Cellular Telephone Charging Unit |
| 30) | 5,783,989 | Alarm Sensor Multiplexing |
| 31) | 5,790,481 | Retrofit able CD Player System |
| 32) | 5,798,711 | High Throughput Embedded Code Hopping Syst. with Bypass Mode-28 |
| 33) | 5,872,519 | Advanced Embedded Code Hopping System |
| 34) | 5,900,806 | Alarm Sensor Multiplexing |
| 35) | 5,907,195 | Channel Expander for Remotely Controlled Automotive Security and Convenience Systems |
| 36) | 5,914,667 | Advanced Embedded Code Hopping System Having Master Fixed Code Encryption |
| 37) | 5,945,936 | Learn Mode for Remote Transmitters |
| 38) | 5,952,933 | System Having Advanced Embedded Code Hopping Encryption and Learn Mode Therefore |
| 39) | 5,990,786 | Advanced Method of Indicating Incoming Threat Level to an Electronically Secured Vehicle and Apparatus Therefore |
| 40) | 6,028,505 | Electronic Vehicle Security System with Remote Control |

EXHIBIT A TABLE OF PATENTS

- 41) 6,093,979 Channel Expander for Remotely Controlled Automotive Security and Convenience Systems
- 42) 6,097,829 Fiber-Honeycomb-Fiber Sandwich speaker diaphragm and method.
- 43) 6,184,779 Vehicle Security System Having Wireless Function-Programming Capability
- 44) 6,218,740 Integration Module for Supplemental Vehicle Controllers
- 45) 6,317,034 Alarm Sensor Multiplexing
- 46) 6,339,369 Retrofittable Vehicle Collision warning apparatus
- 47) 6,452,483 Vehicle Security System Having Advanced Wireless Function-Programming Capability
- 48) 6,452,484 Electronic Vehicle Security System with Remote Control
- 49) 6,696,931 Retrofittable Vehicle Collision warning Apparatus
- 50) 6,700,479 Vehicle Security System Having Advanced Wireless Function-Programming Capability
- 51) 6,781,507 Remote start, Passive Anti-theft security system
- 52) 6,828,901 Remote Start, Passive Anti Theft Security System

INTERNATIONAL PATENTS

Canadian patent

- 53) 1,315,859 Programmable alarm system having proximity detection with vocal alarm and reporting features
- 54) 2,067,099 Alarm system for sensing and vocally warning of an unauthorized approach towards a protected object
- 55) 2,220,101 Advanced automotive automation and security system
- 56) 2,238,037 Learn mode for remote transmitters
- 57) 2,246,158 Remote Start, Passive anti-theft security system

Chinese patent

- 58) ZL95197854.3 Advanced Automotive Automation And Security System

European Union patent

- 59) 0442627 Remote Control Vehicle Seat and Steering Wheel Positioning System

EXHIBIT A TABLE OF PATENTS

Germany

- 60) 69102897.4 Remote control vehicle seat and steering wheel positioning system

Great Britain patents

- 61) 2,223,583 Programmable Sensor Apparatus
62) 2,272,337 Vehicle Security System Siren with Backup Rechargeable Battery
63) 2,275,124 Vehicle System with Secure Valet Switch
64) 2,298,071 Vehicle Security System having a Secure Valet Mode of Operation
65) 2,301,497 Vehicle Security System Siren with Backup Rechargeable Battery

Hong Kong patent

- 66) HK1023432 Advanced Automotive Automation and Security System

Korea

- 67) 303741 Advanced Automotive Automation and Security System

Taiwan

- 68) 91,817 Advanced Automotive Automation and Security System

EXHIBIT A TABLE OF PATENTS

DESIGN PATENTS

1)	D303,223	Transmitter Case
2)	D333,633	Transmitter for a vehicle alarm
3)	D333,634	Transmitter for a vehicle alarm
4)	D333,635	Transmitter for a vehicle alarm
5)	D333,636	Transmitter for a vehicle alarm
6)	D333,795	Transmitter for a vehicle alarm
7)	D340,000	Vehicle alarm transmitter
8)	D344,905	Vehicle alarm case module
9)	D345,317	Siren
10)	D345,711	Vehicle alarm case module
11)	D347,190	Vehicle alarm transmitter
12)	D348,622	Vehicle alarm case module
13)	D352,685	Slide-Together Relay Socket
14)	D382,558	Handheld radio transmitter
15)	D383,689	Security system housing
16)	D383,690	Security system housing and siren
17)	D385,878	Handheld radio transmitter
18)	D390,830	Remote control transmitter
19)	D392,944	Remote control transmitter
20)	D406,107	Remote transmitter
21)	D419,474	Remote control transmitter
22)	D469,413	Headrest or Seatback Entertainment Display
23)	D469,708	Handheld transceiver with LCD Display
24)	D469,747	Entertainment Console with a Detachable Display
25)	D472,163	External Receiver Case

EXHIBIT A
TABLE OF PATENTS

- | | | |
|-----|----------|------------------------------------|
| 26) | D496,911 | Handheld Transmitter |
| 27) | D496,912 | Handheld Transmitter |
| 28) | D496,913 | Handheld Transmitter |
| 29) | D497,714 | Remote Control Transmitter Holster |

Exhibit B Table of Trademarks

United States Trademark Registrations

Steal Stopper (12)	
Viper (IC 9 - Car Stereo Speakers, etc.)	1,382,152
Proguard (12) Assigned to DEI	1,426,496
Vocalarm (9)	1,439,008
Ghost Switch	2,464,066
Cliffalarm (Clifford)	1,368,850
Sidewinder (12)	1,664,941
Merlin (12)	1,665,774
Sniper (12)	1,671,463
Clifford	1,674,046
Hornet (12)	1,680,241
Equalizer (12)	1,687,774
Fallsafe (12)	1,709,910
Avital	1,717,916
Valet (9)	1,721,572
Ibeam (12)	1,743,898
CallGuard (Clifford)	1,745,072
Perimeter Detection that Speaks for Itself	1,751,099
Viper (IC 14, 21, 25)	1,755,228
Viper (IC 12 - Vehicular Anti-Theft Alarms)	1,756,693
Invisibeam (9)	1,775,832
Viper (IC 14 Costume Jewelry)	1,816,396
Python (IC 12 - Automotive Anti-Theft Systems)	1,822,606
Snake Design	
(Vinnie - Automotive Anti-Theft Systems)	1,822,608
VRS (12)	1,831,266
Wasp (12)	1,833,777
Boa (12) alarms	1,847,324
No One Dares Come Close (12)	1,848,176
Rattler (12)	1,850,291
Rattlesnake (12)	1,850,292
Security for the Best (12)	1,850,294
Auto-Mate (12)	1,853,037
DEI (12)	1,873,747
Voiceshield (12) Assigned to DEI	1,893,593
Legi-lite (12)	1,908,342
Nite-Lite (12)	1,908,343
Scan-Safe (12)	1,908,344
Etch-It (Supp. Reg.) (12)	1,924,871
Warn Away (supp reg) (12)	1,924,872
Doubleguard (12)	1,925,347
Nuisance Prevention (Supp. Reg.) (12)	1,937,559
Safe-Lite (12)	1,937,899
Stinger (12)	1,937,900
Code Plus (9)	1,943,761
Back Talk (12)	1,946,305
Effective Vehicle Security (Supp. Reg.) (12)	1,949,767
Soft Chirp (supp reg) ((12)	1,949,768
Snake Design (Vinnie - IC 6,14,21,25)	1,954,475
Viper (In a snake design) (12)	1,961,709
Revenger (12)	1,962,705
There is no Antidote (7) Assigned to DEI	1,970,074
Viper (IC 9 - Computers, Microprocessors, etc.)	1,983,683
Put The Sting On Crime (Clothing - IC 25)	1,991,173
Boa (12) steering wheel locks	1,996,948
It's Your Car Keep it that Way	2,003,532
Put the Sting on Crime (IC 12)	2,017,149
Proguard (12)	2,023,351
Hornet (bug image) (12)	2,031,421
Primesecurity	2,037,373
Snake Design (General-IC 12, 14, 21)	2,041,580
Q-Start	2,051,480

Exhibit B Table of Trademarks

United States Trademark Registrations

Steal Stopper (12)	
Viper (IC 9 - Car Stereo Speakers, etc.)	1,382,152
Proguard (12) Assigned to DEI	1,426,496
Vocalarm (9)	1,439,008
Ghost Switch	2,464,066
Cliffalarm (Clifford)	1,368,850
Sidewinder (12)	1,664,941
Merlin (12)	1,665,774
Sniper (12)	1,671,463
Clifford	1,674,046
Hornet (12)	1,680,241
Equalizer (12)	1,687,774
Fallsafe (12)	1,709,910
Avital	1,717,916
Valet (9)	1,721,572
Ibeam (12)	1,743,898
CallGuard (Clifford)	1,745,072
Perimeter Detection that Speaks for Itself	1,751,099
Viper (IC 14, 21, 25)	1,755,228
Viper (IC 12 - Vehicular Anti-Theft Alarms)	1,756,693
InvisiBeam (9)	1,775,832
Viper (IC 14 Costume Jewelry)	1,816,396
Python (IC 12 - Automotive Anti-Theft Systems)	1,822,606
Snake Design	
(Vinnie - Automotive Anti-Theft Systems)	1,822,608
VRS (12)	1,831,266
Wasp (12)	1,833,777
Boa (12) alarms	1,847,324
No One Dares Come Close (12)	1,848,176
Rattler (12)	1,850,291
Rattlesnake (12)	1,850,292
Security for the Best (12)	1,850,294
Auto-Mate (12)	1,853,037
DEI (12)	1,873,747
Voiceshield (12) Assigned to DEI	1,893,593
Legi-lite (12)	1,908,342
Nlfe-Lite (12)	1,908,343
Scan-Safe (12)	1,908,344
Etch-It (Supp. Reg.) (12)	1,924,871
Wam Away (supp reg) (12)	1,924,872
Doubleguard (12)	1,925,347
Nuisance Prevention (Supp. Reg.) (12)	1,937,559
Safe-Lite (12)	1,937,899
Stinger (12)	1,937,900
Code Plus (9)	1,943,761
Back Talk (12)	1,946,305
Effective Vehicle Security (Supp. Reg.) (12)	1,949,767
Soft Chirp (supp reg) (12)	1,949,768
Snake Design (Vinnie - IC 6,14,21,25)	1,954,475
Viper (in a snake design) (12)	1,961,709
Revenger (12)	1,962,705
There Is no Antidote (7) Assigned to DEI	1,970,074
Viper (IC 9 - Computers, Microprocessors, etc.)	1,983,683
Put The Sting On Crime (Clothing - IC 25)	1,991,173
Boa (12) steering wheel locks	1,996,948
It's Your Car Keep It that Way	2,003,532
Put the Sting on Crime (IC 12)	2,017,149
Proguard (12)	2,023,351
Hornet (bug image) (12)	2,031,421
Primesecurity	2,037,373
Snake Design (General-IC 12, 14, 21)	2,041,580
Q-Start	2,051,480

Voice (12)	2,053,685
The Clear Difference (12)	2,053,567
Hornet (6)	2,053,812
Crime Pays (36)	2,115,120
DEI (Audio) (IC 9)	2,120,755
Snake Design (Sidewinder Snake Design, IC 12)	2,126,969
Viper (IC 9) Electronic Pagers	2,139,385
Python (IC 12, 14, 21, 25)	2,146,931
DEI AUDIO (9) (design)	2,149,999
DEI AUDIO (9)	
Snake Design (25) (Sidewinder)	2,197,007
Virtual Link (Clifford)	2,213,734
VirtualKey (Clifford)	2,211,958
Python (IC 25)	2,212,832
Module Line Design 1 (12)	2,218,082
Module Line Design 2 (12)	2,218,083
Module Line Design 3 (12)	2,218,081
Rock Solid (IC 12)	2,260,409
Auto Key (IC 09)	2,268,338
Viper (Carbonated Beverage)	2,285,718
NPC	2,291,545
Techsoft	2,295,688
Viper (IC 9) (Computer Software)	2,300,806
Bitwriter	2,301,471
Code Hopping	2,301,162
ESP	2,315,849
Python (IC 25)	2,324,801
Viper (Assigned 1,996,948 to DEI)	
Ceiling Fans and Electrical Fixtures	2,362,498
Venom	2,404,885
Hornet	2,404,493
Viper (Golf Clubs)	2,436,051
Ghost Switch	2,464,066
Quality by Design	2,474,938
Python	2,513,804
PowerClass	2,154,226
a/d/s/	1,560,581
IMS	1,388,987
Design Logo (Lightning)	1,578,706
Xtreme	1,846,616
The Hott Set-up	1,595,043
Wired	2,324,714
Scintilla	1,339,028
ADS	1,231,758
RESPONDER	2,745,317
DIRECTED	2,740,977
ORION	2,763,024
DRIVEN TO EXCEL	2,780,131
XTRPRO	2,814,147
COBALT	2,815,991
HCCA	2,830,783
AUTOMATE (GPS)	2,838,758
CLIFFORD (GPS)	2,838,757
Precision Power International	2,841,594
Wired	2,324,714
Proguard (12) Assigned to DEI	1,426,496
Vocalarm (9)	1,439,008
BOA (12)	1,996,948
PRECISION POWER (DESIGN)	1,578,706

International Trademark Registrations

COUNTRY	MARK	REGISTRATION NO.
Australia	Vinnie	635,093
Australia	a/d/s/	915,953
Australia	Hornet	635,094
Australia	Hornet Device	643,269

Australia	Homet	578,813
Australia	Precision Power	915,956
Australia	Viper & Snake Design	578,812
Australia	Viper	585,270
Australia	Python	598,115
Australia	Sidewinder	635,095
Australia	Python Device	643,797
Australia	Steal Stopper	438,643
Australia	Vinnie	578,814
Austria	Python	171,754
Austria	Viper	171,755
Benelux Countries	Viper	525,503
Benelux Countries	Viper	714,302
Burmuda	Viper	26901
Brazil	Viper	818030410
Canada	Homet	TMA447,097
Canada	Python	TMA448,528
Canada	Automate	TMA456,993
Canada	Viper Image (Vinnie)	TMA459,781
Canada	Viper	TMA471,344
Canada	Matrix	TMA563009
Canada	Merlin	TMA587306
Canada	VALET	1074787
Canada	Avital	1056310
Canada	Clifford	TMA558,432
Canada	Concept	TMA558,433
Canada	Intelliguard	1056309
Canada	Prime	TMA592,508
Chili	Viper	425659
Chili	Viper	590041
Chili	Homet	463,160
Croatia	Viper	Z20011257
Czech Rep	Homet	223374
Czech Rep	Python	223375
Czech Rep	Viper	224456
Denmark	Viper	VR1993/03767
Dominican Republic	Viper	84.121
Estonia	Viper	22401
Estonia	Python	25305
Estonia	Sidewinder	25304
France	Viper	94536351
German	Viper	2,050,324
German	Homet	39711858
German	Python	39713365
German	Clifford	30,147,651
Greece	Viper	120238
Guatemala	Clifford	121853
Guatemala	Viper	121998
Honduras	Viper	64,638
Hong Kong	Viper	05664/1997
Hong Kong	Viper	7969/1995
Hong Kong	Viper	6514 of 1994
Hungary	Viper	175687
Hungary	Viper Snake	159535
Hungary	Python	170845
Hungary	Sidewinder	171600
Iceland	Viper	1129/1995
Indonesia	Viper	319486
Indonesia	Python	39711858
German	Python	39713365
German	Clifford	30,147,651
Greece	Viper	120238
Guatemala	Clifford	121853
Guatemala	Viper	121998
Honduras	Viper	64,638
Hong Kong	Viper	05664/1997
Hong Kong	Viper	7969/1995
Hong Kong	Viper	6514 of 1994
Hungary	Viper	175687
Hungary	Viper Snake	159535

Hungary	Python	170845
Hungary	Sidewinder	171600
Iceland	Viper	1129/1995
Indonesia	Viper	319486
Indonesia	Python	406251
Israel	Clifford	151555
Israel	Viper Image	99785
Israel	Viper	97827
Jamaica	Clifford	39417
Japan	a/d/s/ (special form)	4653434
Japan	Code Hopping	4393867
Japan	DEI (STYLIZED)	4203640
Japan	DEI (STYLIZED)	4040656
Japan	Clifford	4584973
Japan	Equalizer & Device	4150827
Japan	G4 Clifford	4584972
Japan	Hornet	4234002
Japan	Hornet & Device	3351104
Japan	Hornet	3320784
Japan	Invisibeam	4,269,056
Japan	Precision Power	4,022,989
Japan	Steal Stopper	4,040,657
Japan	Valet & Device	4,108,956
Japan	Viper	3355521
Japan	Viper	4121405
Japan	Viperize	4393866
Japan	Wasp (Stylized)	4,150,828
Korea	Vinnie (snake image)	406432
Latvia	Viper	M 37696
Latvia	Python	M 40043
Latvia	Sidewinder	M 40042
Lebanon	Viper	66072
Lithuania	Viper	27717
Lithuania	Python	34034
Lithuania	Sidewinder	34063
Malaysia	Viper	93003733
Malaysia	Viper & Snake Design	91-05709
Malaysia	Python and Snake Design	9300906
Mexico	a/d/s/ (special form)	788095
Mexico	Avital	467661
Mexico	Clifford Electronics	509715
Mexico	Hornet	737408
Mexico	Viper	527118
Mexico	Python	465646
Mexico	Viper Image (Vinnie)	513390
New Zealand	Viper	247113
New Zealand	Python	257310
New Zealand	Hornet	257311
Panama	Viper	77363 01
Peru	Hornet	40637
Peru	Viper	46185
Peru	Python	37685
Philippines	Viper	62378
Poland	Viper	116234
Puerto Rico	Hornet	36,535
Puerto Rico	Python	36,534
Puerto Rico	Viper	39,668
Romania	Python	24078
Romania	Viper	24079
Russia	Precision Power	251124
Russia	Viper	142700
Russia	Sidewinder	169036
Singapore	Viper	T93/02573I
Singapore	Avital	T01/12168Z
Singapore	Python	2862/95
Singapore	Viper Image - "Vinnie"	2861/95
Spain	Viper ("Vinnie")	2216490
Taiwan	Hornet	936177
Taiwan	Orion	1038926
Taiwan	Sidewinder	892227

Taiwan	Viper	629540
Taiwan	Precision Power	1038924
Taiwan	a/d/s/ (special form)	1038925
Taiwan	Python	680353
Taiwan	Viper Image "Vinnie"	718129
Thailand	Viper	TM21935
Trinidad & Tobago	Viper	32140
Ukraine	Viper	14039
Ukraine	Python	14780
United Arab Emirates	Viper (Stylized)II	30881
United Kingdom	Python	1530029
United Kingdom	Snake Design I	2294038
United Kingdom	Snake Design I	2186194
United Kingdom	Viper	1287718
United Kingdom	Viper	2293999

TRADEMARK ASSIGNMENT

This UNITED STATES OF AMERICA TRADEMARK ASSIGNMENT (this Assignment") is by and between DEI Sales, Inc., formerly known as Directed Electronics, Inc. (the "Assignor") and DEI Headquarters, Inc., a Florida corporation with its principal offices located at One Viper Way, Vista, California, 92081, United States of America (the "Assignee"), in favor of Assignee.

WHEREAS, Assignor is the owner of the United States trademark registration set forth on Schedule A annexed hereto ("the Mark").

WHEREAS it is the intention of the parties that Assignor desires to assign to Assignee the Assignor's right, title and interest, all together, in and to the Mark.

WHEREAS, Assignor and Assignee desire to confirm such assignment pursuant to this Assignment;

NOW THEREFORE; for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, and intending to be legally bound, Assignor does hereby assign, transfer and deliver to Assignee the entire right, title and interest of Assignor, if any, and in and to the Mark, including all common law rights connected therewith, together with the goodwill associated therewith.

Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks to record Assignee as the owner of the Mark and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future certificates, notices and any other documents bearing on the Mark.

This instrument shall inure to the benefit of Assignee and its successor and assigns and shall be binding upon Assignor and its successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment on the date first above written.

DEI SALES, INC.
By: [Signature]
Print Name: James E. Minarik
Title: President and CEO

DEI HEADQUARTERS, INC.
By: [Signature]
Print Name: James E. Minarik
Title: President and CEO

STATE OF California }
COUNTY OF San Diego }

On May 15th 2009, before me, Concepcion Martinez, personally appeared James E. Minarik, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

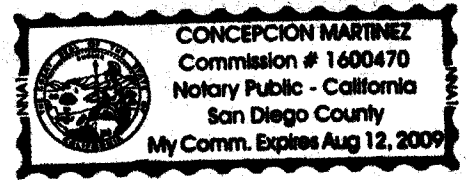
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature

DEI Sales, Inc.

[Seal]



ACKNOWLEDGMENT

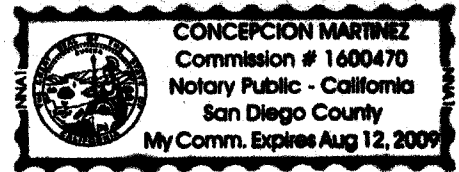
State of California
County of San Diego)

On May 15th 2009 before me, Concepcion Martinez
(insert name and title of the officer)

personally appeared James E. Minarik,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature] (Seal)

DEI Headquarters, Inc. Trademark Assignment 1560581

SCHEDULE A

Registration Number

- 1.) Trademark Registration No. 1,560,581