

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
3061868 Canada, Inc.		10/31/2006	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	4366859 Canada, Inc.		
Street Address:	188 St. Francois Xavier		
Internal Address:	Attention: Legal Department		
City:	Delson, Quebec		
State/Country:	CANADA		
Postal Code:	J5B 1X9		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0868378	AUTOSTART	
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@directed.com		
Correspondent Name:	DEI Headquarters, Inc.		
Address Line 1:	One Viper Way		
Address Line 2:	Attention: Legal Department		
Address Line 4:	Vista, CALIFORNIA 92081		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

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Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Crystal Biggs

Signature:

//CRYSTAL BIGGS//

Date:

07/28/2009

Total Attachments: 11

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ASSET PURCHASE AGREEMENT

This Agreement dated October 31, 2006 is made

BETWEEN:

160031 CANADA INC., a company incorporated under the laws of Canada ("**160031**")

- and -

3061868 CANADA INC., a company incorporated under the laws of Canada ("**3061868**")

(160031 and 3061868 are individually referred to as the "**Corporate Seller**" and collectively referred to as the "**Corporate Sellers**")

- and -

JACK WISNIA, of the City of Dollard-des-Ormeaux in the Province of Québec ("**Wisnia**")

(the Corporate Sellers and Wisnia are individually referred to as the "**Seller**" and collectively referred to as the "**Sellers**")

- and -

4366859 CANADA INC., a company incorporated under the laws of Canada (the "**Purchaser**")

- and -

JAST RIGHT INVESTMENTS INC., a company incorporated under the laws of Canada ("**Jast Right Investments**")

(Jast Right Investments and Wisnia are individually referred to as the "**Covenantor**" and collectively referred to as the "**Covenantors**")

WHEREAS:

- A. The Sellers have rights and interests in the Assets (as hereinafter defined);
- B. Wisnia is the sole shareholder of Jast Right Investments;
- C. Wisnia is the sole shareholder of the Corporation (as hereinafter defined);
- D. Wisnia and Jast Right Investments are the shareholders of 160031;

(10) **"Applicable Law"** means, with respect to any Person, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement or interpretation having the force of law, including the rules established from time to time by the United States Securities and Exchange Commission (collectively, the **"Law"**) relating or applicable to such Person, property, transaction, event or other matter.

(11) **"Assets"** means all the properties, assets, interests and rights of the Sellers and for the purposes of ARTICLE 4, of the Corporation, which are Related to the Business (other than Excluded Assets), at Closing, including the following:

- (a) the Movable Property;
- (b) the Movable Property Leases;
- (c) the Inventories;
- (d) the Receivables;
- (e) the Prepaid Expenses;
- (f) all rights and interests under or pursuant to all warranties, representations and guarantees, express, implied or otherwise, of or made by suppliers or others in connection with the Assets;
- (g) the Intellectual Property;

- (h) the Contracts;
- (i) the Licenses and Permits;
- (j) the Books and Records;
- (k) all goodwill Related to the Business including the present telephone numbers, internet domain addresses and other communications numbers and addresses of the Business;
- (l) all proceeds of any or all of the foregoing received or receivable after the Closing Time; and
- (m) all securities, wherever situated, and all shares in the capital of other bodies corporate, including the Purchased Shares but excluding the securities and shares in the capital of ADS.

To the extent that any of the foregoing assets are owned by the Corporation, the Parties intend that Purchaser shall acquire indirect ownership thereof by virtue of Purchaser's acquisition of the Purchased Shares.

(12) **"Assumed Liabilities"** means only the following liabilities of the Sellers (except Wisnia) Related to the Business as of the Closing Time:

“toxic substances” or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, radioactivity, carcinogenicity, toxicity, and petroleum drilling fluids, produced waters and other wastes and (ii) any contaminant, waste or pollutant or any substance that when released to the natural environment is likely to cause at some immediate or future time, harm or degradation to the natural environment or risk to human health.

(56) “**including**” means “including without limitation”, and “**includes**” means “includes without limitation”.

(57) “**Indemnified Party**” means a Person whom any of the Sellers or the Purchaser, as the case may be, has agreed to indemnify under Article 6.

(58) “**Indemnifying Party**” means, in relation to an Indemnified Party, the Party to this Agreement that has agreed to indemnify that Indemnified Party under Article 6.

(59) “**Independent Registered Public Accounting Firm**” has the meaning given in Section 2.6.

(60) “**Intellectual Property**” means all rights to and interests of the Sellers (other than in Excluded Assets) in:

- (a) all business and trade names, corporate names, brand names and slogans Related to the Business, including but not limited to those listed in Schedule 4.1(19);
- (b) all inventions, patents, patent rights, patent applications (including all reissues, divisions, continuations, continuations-in-part and extensions of any patent or patent application), industrial designs and design patents and applications for registration therefor everywhere throughout the world, including any right to enforce damages occurring prior to Closing, that are Related to the Business, including those listed in Schedule 4.1(19);
- (c) all registered and unregistered copyrights, trade dress and trade-marks (whether used with wares or services and including the goodwill attaching to such trade-marks), registrations and applications for trade-marks and copyrights (and all future income from such trade-marks and copyrights) Related to the Business everywhere in the world and including any translation thereof, including those listed in Schedule 4.1(19);
- (d) all rights and interests in and to processes, lab journals, notebooks, data, trade secrets, designs, know-how, product formulae, recipes, processes required to make products for the Business, information, manufacturing, engineering and other drawings and manuals, technology, blueprints, research and development reports, agency agreements, technical information, technical assistance, engineering data, design and engineering specifications, and similar materials recording or evidencing expertise or information Related to the Business;

- (e) all computer systems and application software, including all software, engineering document management software, technical support software, software libraries, object libraries, software tools and the design, technical and user documentation relating thereto and all versions of all related object and source codes therefor Related to the Business, including but not limited to all customer and dealer data, technical support data, vehicle wiring data, accounting package, and including the software listed in Schedule 4.1(19);
- (f) all of the intellectual property affected by the registrations and applications for registration listed in Schedule 4.1(19) and the permissions and licenses listed in Schedule 4.1(19);
- (g) all other registered or unregistered intellectual and industrial property rights throughout the world Related to the Business;
- (h) all licenses of the matters listed in items (a) to (g) above;
- (i) all future income and proceeds from any of the matters listed in items (a) to (h) above; and
- (j) all rights to damages and profits by reason of the infringement of any of the intellectual property rights listed in items (a) to (g) above, including those occurring prior to Closing.

(61) **"Interim Statements"** has the meaning given in Section 4.1(8).

(62) **"Inventories"** means all inventories of stock-in-trade and merchandise, including supplies, finished goods, refurbished goods, packaging and shipping supplies, tools, molds, spare and service parts and purchased finished goods owned by any of the Sellers (including those in possession of suppliers, customers and other third parties) and Related to the Business (other than Excluded Assets), all as valued in accordance with GAAP.

(63) **"ITA"** means the *Income Tax Act* (Canada), as amended from time to time, including the regulations thereunder.

(64) **"ITCs"** has the meaning given in Section 4.1(47).

(65) **"Leased Premises"** means all immovable property Related to the Business which is leased or occupied by any of the Sellers under the Premises Leases.

(66) **"Leases"** means Movable Property Leases and the Premises Leases.

(67) **"Licenses and Permits"** means all orders, rights, registrations, licenses, permits, filings, grants, authorizations, certificates, approvals or indicia of authority granted to any of the Sellers by a Governmental Authority having jurisdiction over such Person.

- 4.1(13) Condition and Description of Assets
- 4.1(14) Leased Premises
- 4.1(15) Movable Property Leases
- 4.1(16) Material Contracts
- 4.1(17) Other Contracts
- 4.1(18) Inventories
- 4.1(19) Intellectual Property
- 4.1(21) Computer Software and Databases
- 4.1(22) Data Processing
- 4.1(23) Licenses and Permits
- 4.1(25) Absence of Unusual Transactions
- 4.1(26) Restrictive Agreements
- 4.1(27) Consents and Approvals
- 4.1(29) Litigation
- 4.1(30) Insurance
- 4.1(32) Employment Contracts
- 4.1(33) Employee Matters
- 4.1(35) Employee Plans
- 4.1(37) Customers and Suppliers
- 4.1(39) Product Warranties
- 4.1(40) Affiliated Transactions
- 4.1(41) Intercompany Services
- 4.1(48) Government Assistance

ARTICLE 2

PURCHASE OF ASSETS

2.1 Agreement to Purchase and Sell. At the Closing Time, subject to the terms and conditions of this Agreement: (1) the Sellers shall sell to the Purchaser, and the Purchaser shall purchase from the Sellers, the Assets; and (2) the Purchaser shall assume the Assumed Liabilities.

2.2 Amount of Purchase Price. The purchase price payable by the Purchaser to the Sellers (the "Purchase Price") shall be an amount of

adjustment pursuant to Sections 2.4 and 2.5, and an amount of

2.3 Payment of Purchase Price. The Purchase Price shall be paid and satisfied as follows:

(1)

(17) *Other Contracts.* Except as set forth in Schedule 4.1(17), none of the Sellers have any outstanding Contract, whether written or oral, of any nature or kind whatsoever (including, without limitation, all tenders, quotations and orders open for acceptance) except for (a) contracts which are Material Contracts; (b) service contracts of office equipment with the aggregate amount payable for the balance of the terms of each such contract not exceeding (c) the leases, rental agreements, conditional sales, contracts, title retention documents and licenses listed in Schedules 4.1(14) and 4.1(16); (d) the employee plans listed in Schedule 4.1(35); (e) the insurance policies described in Schedule 4.1(30); (f) bonds, debentures, mortgages, notes and long-term indebtedness described in Schedule 4.1(8); and (g) the other contracts, agreements and documents disclosed elsewhere in this Agreement (including the Schedules hereto).

(18) *Inventories.* The Inventories listed in Schedule 4.1(18) consist of items that are current and of good and merchantable quality saleable in the Ordinary Course of Business consistent with past practice. The portion of the Inventories consisting of finished products is saleable in the Ordinary Course of Business. The current level of Inventories is reasonable, having regard to current and anticipated demand for product. The realizable value of all Inventories is equal to or in excess of their value in accordance with GAAP.

(19) *Intellectual Property.*

(a) Schedule 4.1(19) lists all of the registrations and applications for registration of the Intellectual Property. The Sellers' and the Corporation's Intellectual Property listed in Schedule 4.1(19) as registered or filed has been duly registered or filed in the appropriate governmental office with the appropriate Governmental Authority and the Sellers and the Corporation have paid all fees due prior to the date hereof that are necessary to obtain or maintain in force any of the registered Intellectual Property or the exclusive rights thereto. No event has occurred during the registration or filing of, or during any other proceeding relating to the registration of the Intellectual Property that would make invalid or unenforceable, or negate the right to issuance or use of, any of the registered Intellectual Property and there has been no refusal or threat of refusal to register any trade-mark or trade name on the basis that it is not protectable or confusingly similar to another mark or name. Except as disclosed in Schedule 4.1(19), none of the Sellers and the Corporation have granted any other party rights with respect to the Sellers' or the Corporation's Intellectual Property. No governmental registration of the rights of any of the Sellers or the Corporation with respect to its Intellectual Property has

lapsed, expired or been cancelled, abandoned, opposed or is the subject of a re-examination or cancellation request.

- (b) Schedule 4.1(19) is a complete and accurate list of all registered and unregistered trade-marks, service marks, trade dress rights, trade names, patents, inventions, trade secrets, Domain Names, copyrights, industrial designs, applications for the registration thereof and other industrial intellectual property owned, licensed or used by any of the Sellers and which are necessary and material to the Business and which Schedule sets forth, where appropriate, an identification of each such item of the Sellers' and the Corporation's Intellectual Property, the country and date of any registration thereof or application therefore and the serial or registration number thereof.
- (c) Except for the Sellers' and the Corporation's Intellectual Property that is licensed by any of the Sellers and the Corporation and identified as such in Schedule 4.1(19), each of the Sellers and the Corporation is the owner of its Intellectual Property with a good and marketable title thereto, free and clear of any Lien, is entitled to the exclusive and uninterrupted use of the Intellectual Property without payment of any royalty or other fees and subject to no known, pending or threatened challenge, revocation, expiry (except in accordance with Applicable Law) or termination.
- (d) No Person has any right, title or interest in any of the Intellectual Property and all such persons have waived their moral rights in any copyright works within the Intellectual Property. Except as disclosed in Schedule 4.1(19), each of the Sellers and the Corporation has diligently protected its legal rights to the exclusive use of the Intellectual Property.
- (e) Schedule 4.1(19) lists all current litigation relating to the Intellectual Property.
- (f) Each of the Sellers' and the Corporation's permissions and licenses to use the industrial or intellectual property of other Persons is disclosed in Schedule 4.1(19). The Sellers and the Corporation have not permitted or licensed any Person to use any of the Intellectual Property except as disclosed in Schedule 4.1(19). Each license referred to in Schedule 4.1(19) is in full force and effect and none of the Sellers is in default of its obligations thereunder.
- (g) No Person has challenged or, to the knowledge of Sellers, threatened to challenge, the validity of any registrations for the Intellectual Property or any of the Sellers' or the Corporation's rights to any of the Intellectual Property. There are no agreements, judgments, decrees or orders restricting or limiting the use by the Sellers and the Corporation of any of the Sellers' or the Corporation's Intellectual Property. None of the Sellers and the Corporation have any knowledge of any facts or claims which, if true, could reasonably be expected to impair the validity of any Intellectual Property or any of the Sellers' or the Corporation's right to use the same.

IN WITNESS WHEREOF the Parties have executed this Agreement.

160031 CANADA INC.

Per: *J. Wisnia*

3061868 CANADA INC.

Per: *J. Wisnia*

4366859 CANADA INC.

Per: _____

JAST RIGHT INVESTMENTS INC.

Per: *J. Wisnia*

J. Wisnia
Jack Wisnia

IN WITNESS WHEREOF the Parties have executed this Agreement.

160031 CANADA INC.

Per: _____

3061868 CANADA INC.

Per: _____

4366859 CANADA INC.

Per: _____

KC Bean

JAST RIGHT INVESTMENTS INC.

Per: _____

Jack Wisnia

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**Schedule 4.1 (19)
Intellectual Property**

Patents

<u>Demand/Patent #</u>	<u>Filing date</u>	<u>Issue date</u>	<u>Inventors</u>	<u>Title</u>	<u>Status</u>
2,316,641	August 22, 2000	N/A	Jean-Pierre Lavoie and Jack Wisnia	Remote Control Car Starter	Pending
US 6,561,151	August 22, 2000	May 13, 2003	Jean-Pierre Lavoie and Jack Wisnia	Remote Control Car Starter	Issued
CA2002/000015	January 8, 2002	N/A	Jean-Pierre Lavoie and Jack Wisnia	Remote Engine Starter System	
US 6,467,448	January 8, 2001	October 22, 2002	Jean-Pierre Lavoie and Jack Wisnia	Remote Engine Starter System	Issued
2,500,929	March 15, 2005	N/A	Liem Trinh and Jack Wisnia	Control Device for Vehicles	Pending
11/079,468	March 15, 2005	N/A	Liem Trinh and Jack Wisnia	Control Device for Vehicles	Pending
2,386,427	May 14, 2001	N/A	Jack Wisnia and Robert Nelson	Safety Feature for Vehicles Parked Indoors	Pending
6,924,728			Jack Wisnia and Robert Nelson	Safety Feature for Vehicles Parked Indoors	Issued

Trademarks

Canada:

CARGUARD – application no. **1151138**, filed on September 4, 2002 by 160031 Canada Inc. (Autostart Inc.) in association with the following:

Wares: Motor vehicle security systems, namely, remote control anti-theft alarms, anti-theft systems for motor vehicles; motor vehicle remote control systems, remote engine starter systems, GPS tracking devices for motor vehicles; and
Services: Sale and servicing of vehicle security systems, namely: remote control anti-theft alarms, anti-theft systems for motor vehicles; motor vehicle remote control systems, remote engine starter systems, GPS tracking devices for motor vehicles.

The application was allowed on February 17, 2006 and the Declaration of Use was filed on August 15, 2006.

Canada

AUTOSTART & DESIGN – Registration no. **TMA396,577**- registered on April 3, 1992, owned by 3061868 Canada, Inc. in association with remote control car engine starters. Renewable April 3, 2007.

United States:

AUTOSTART – Registration no. **0,868,378**