

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
D.T.S., Inc.		01/29/2010	CORPORATION: SOUTH DAKOTA
RECEIVING PARTY DATA			
Name:	Lectrus Corporation		
Street Address:	2215-C Olan Mills Dr.		
City:	Chattanooga		
State/Country:	TENNESSEE		
Postal Code:	37421		
Entity Type:	CORPORATION: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77568081	DAKOTA	
CORRESPONDENCE DATA			
Fax Number:	(203)325-5001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2033553835		
Email:	pengebretson@fdh.com		
Correspondent Name:	Peter Engebretson		
Address Line 1:	177 Broad St		
Address Line 2:	FI 15		
Address Line 4:	Stamford, CONNECTICUT 06901		
ATTORNEY DOCKET NUMBER:	6015.047		
NAME OF SUBMITTER:	Peter Engebretson		
Signature:	/s/ Peter Engebretson		

OP \$40.00 77568081

900153617

**TRADEMARK
 REEL: 004141 FRAME: 0583**

Date:

02/01/2010

Total Attachments: 10

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**ASSIGNMENT AND ASSUMPTION OF
INTELLECTUAL PROPERTY AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT (this "Agreement") is effective as of January 29, 2010 by and between D.T.S., INC., a South Dakota corporation (to be renamed AMeyer1220, Inc.) (the "Assignor"), and LECTRUS CORPORATION, a Tennessee corporation (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor, the Assignee, and the other parties thereto, have executed and delivered an Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which, among other things, the Assignor has agreed to sell to the Assignee, and the Assignee has agreed to purchase from the Assignor, the Acquired Assets (this and other capitalized terms not otherwise defined herein shall have the meaning assigned in the Purchase Agreement) and to enter into certain other arrangements; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, the Assignee and the Assignor desire that all of the Assignor's respective right, title and interest in and to all Intellectual Property included in the Acquired Assets be assigned and transferred to the Assignee as provided in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the other agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto agree as follows:

1. Assignment of Intellectual Property Rights.

1.1 Assignment. The Assignor hereby assigns, sells, conveys, delivers and transfers to the Assignee all of its respective right, title and interest in and to any and all Intellectual Property included in the Acquired Assets (including, but not limited to, the patents, patent applications, trademark applications and registrations and copyrights listed on Exhibit A hereto and the domain names listed on Exhibit B hereto), together with the goodwill of the Business connected with the use thereof (as applicable) and symbolized thereby and together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for its own use and benefit, in accordance with the Purchase Agreement, and for the use and benefit of its successors and assigns.

1.2 Further Assurances.

(a) The Assignor hereby agrees to execute all appropriate, necessary and customary forms and use all commercially reasonable efforts to assist the Assignee, at the Assignee's request from time to time (the reasonable cost and expense of which shall be paid by the Assignee unless such action results from a breach of the Purchase Agreement or this Agreement by the Assignor), to secure the rights assigned hereby and to obtain and/or transfer patent, copyright, trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights. The Assignor will promptly transfer

all files and papers in its possession relating to such applications and registrations to the Assignee after the execution of this Agreement.

(b) The Assignor agrees to provide the appropriate authorizations to, and to execute the appropriate forms for, the applicable registration organization, or to the Assignee if appropriate, and will use its best efforts to comply promptly with all other remaining steps necessary to transfer all domain names held by the Assignor or by third parties on its behalf, including, but not limited to, those domain names set forth on Exhibit B hereto (the “Domain Names”).

(c) This Agreement is executed in connection with and subject to the terms and conditions of the Purchase Agreement. As between the Assignor and the Assignee, nothing in this Agreement shall be deemed to limit or modify any representations, warranties, liabilities, indemnities or other agreements as between the Assignor and the Assignee as provided for in the Purchase Agreement.

2. Miscellaneous.

2.1 Amendment. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

2.2 Notices. Notices shall be provided to the addresses and in the manner provided in the Purchase Agreement.

2.3 Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns. The Assignee may assign any of its rights hereunder to any lender or financing source and/or in connection with a sale by the Assignee or its assigns of all or substantially all of its assets, whether by sale of assets, stock, merger or otherwise.

2.4 Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of South Dakota without giving effect to the principles of conflicts of laws thereof.

2.5 Counterparts. This Agreement may be executed in one or more original or facsimile counterparts, and all counterparts so executed shall constitute one agreement, binding upon the parties hereto, notwithstanding that the parties are not signatory to the same counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignee and the Assignor have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

Assignor:

D.T.S, INC. , a South Dakota corporation

By: 

Name: Kent Barbee

Title: President and Chief Operating Officer

Assignee:

LECTRUS CORPORATION, a Tennessee corporation

By: _____

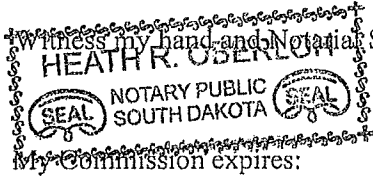
Name: Jerry Driscoll

Title: President and Chief Executive officer

ACKNOWLEDGMENTS

STATE OF South Dakota
COUNTY OF Minnehaha) SS:

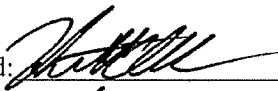
Before me a Notary Public in and for said County and State personally appeared Kent Barbee, as the President and Chief Operating Officer of D.T.S., Inc., a South Dakota corporation, who acknowledged the execution of the foregoing instrument on behalf of said corporation.



Witness my hand and Notarial Seal this 28 day of January, 2010.

My Commission expires:

9-20-2013

Signed: 

Printed: Heath Oberlon

IN WITNESS WHEREOF, the Assignee and the Assignor have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

Assignor:

D.T.S, INC. , a South Dakota corporation

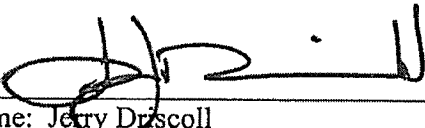
By: _____

Name: Kent Barbee

Title: President and Chief Operating Officer

Assignee:

LECTRUS CORPORATION, a Tennessee corporation

By:  _____

Name: Jerry Driscoll

Title: President and Chief Executive officer

ACKNOWLEDGMENTS

STATE OF Tennessee)
COUNTY OF Hamilton) SS:

Before me a Notary Public in and for said County and State personally appeared Jerry Driscoll, as the President and Chief Executive Officer of Lectrus Corporation, a Tennessee corporation, who acknowledged the execution of the foregoing instrument on behalf of said corporation.

Witness my hand and Notarial Seal this 28th day of January, 2010.

My Commission expires:
MY COMMISSION EXPIRES:
June 11, 2011

Signed: Rhonda L Beard
Printed: Rhonda L Beard

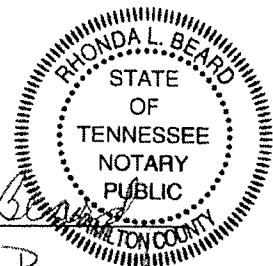


EXHIBIT A

I. Trademarks

Trademark	Class	Serial Number	Filing Date	Country
<i>Registered Trademarks</i>				
Dakota	Word Mark/Goods and Services	77568081	September 11, 2008	USA
<i>Unregistered Trademarks (non-exclusive list)</i>				
Dakota Enclosures				
D.T.S., Inc.				
DTS, Inc.				
D.T.S.				
DTS				
Dakota Transportation Systems, Inc.				
Dakota Transportation Systems				

II. Copyrights

None.

III. Patents

None.

EXHIBIT B

Domain Names:

www.dts-sd.com

www.dakotaenclosures.com

{00860597; 5; 6015-47}

RECORDED: 02/01/2010

**TRADEMARK
REEL: 004141 FRAME: 0594**