

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

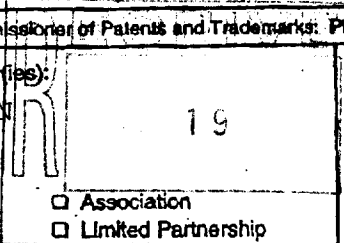
Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
DCM CORPORATION

Individual(s)  
 General Partnership  
 Corporation-State - Michigan  
 Other

Additional name(s) of conveying party(ies) attached?  Yes  No



2. Name and address of receiving party(ies)  
Name: Mitek Corporation

Internal Address:  
Street Address: 4545 East Baseline Road  
City: Phoenix State: AZ ZIP: 85040

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State - Illinois  
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other

Execution Date: June 4, 1999

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,875,081  
 1,140,243; 1,223,011; 1,177,002;  
 1,427,018; 1,177,003; 1,495,678;  
 2,046,990

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Frank G. Long  
 Internal Address:  
 Morrison & Hecker LLP  
 Street Address: 2800 N. Central  
 Suite 1600  
 City: Phoenix State: AZ ZIP: 85004

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....\$ 215.00  
 Enclosed  
 Authorized to be charged to deposit account

B. Deposit account number:  
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature:  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Frank G. Long  
 Name of Person Signing

Signature

8/18/99  
 Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

08/27/1999 DCDATES 0000037 1140243

01 FC:481 40.00 OP  
02 FC:482 175.00 OP

101128612 08-27-1999



## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of June 4, 1999 by DCM Corporation, a Michigan corporation ("DCM"), to Mitek Corporation, an Illinois corporation ("Mitek").

WHEREAS, the DCM is engaged in the business of the sale of loudspeakers, loudspeaker components, loudspeaker accessories and sound systems (the "Business");

WHEREAS, DCM has adopted, owns and is using in the Business certain trademarks, service marks and trade dress including, without limitation, the United States and foreign registrations disclosed in Schedule A attached hereto and made a part hereof and all other United States and foreign registrations, pending applications, common law trademarks trade dress, logos, slogans, and trade names (the "Trademarks") and is the exclusive owner of such Trademarks and the goodwill of the Business symbolized by such Trademarks and all common law rights associated therewith;

WHEREAS, Mitek is desirous of using the Trademarks and of acquiring the entire right, title and interest in, to and under the Trademarks and the goodwill of the Business symbolized by such Trademarks in connection therewith;

WHEREAS, DCM owns and is using in the Business the Other DCM Intellectual Property (as hereinafter defined);

WHEREAS, DCM and Mitek have entered into that certain Asset Purchase Agreement dated June 4, 1999, providing for the purchase by Mitek of the goodwill and going concern value of the Business, including the Trademarks and Other DCM Intellectual Property;

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. The "Other DCM Intellectual Property" shall mean all patents, patent applications, copyrights, unpatented inventions, published and/or unpublished research, expertise, proprietary information, trade secrets, creations, developments, movements, works of authorship, technology, works, circuits, layouts, algorithms, computer programs, databases, compilations of data (whether or not copyrighted or copyrightable), formulas, compositions, ideas, drawings, specifications, designs, processes, techniques, improvements, data, know-how and any and all other intellectual property rights owned by DCM and all copies and tangible embodiments of the foregoing.

2. DCM hereby sells, assigns, conveys and transfers unto Mitek all right, title and interest in, to and under the Trademarks, and any derivation thereof, together with (a) all associated common law rights, (b) the goodwill of the Business symbolized by thereby, and (c) all rights and privileges granted and secured thereby, including, without limitation, the right to sue and recover

for any past or continuing infringement of the Trademarks, as well as the right to seek any and all remedies available at law or in equity.

3. DCM hereby sells, assigns, conveys and transfers unto Mitek all right, title and interest in, to and under the Other DCM Intellectual Property together with the entire right, title and interest in and to all continuations, divisions, renewals, extensions, derivative works or other derivations of the Other DCM Intellectual Property and all rights and privileges granted and secured thereby, including, without limitation, the right to sue and recover for any past or continuing infringement or misappropriation of the Other DCM Intellectual Property, as well as the right to seek any and all remedies available at law or in equity.

4. DCM agrees that it will make no further use of the Trademarks or Other DCM Intellectual Property except pursuant to licenses granted by Mitek.

5. All right, title and interest in the Trademarks and Other DCM Intellectual Property shall be held and enjoyed by Mitek, for its own use and benefit and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by DCM if this Assignment had not been made. Without limitation to the foregoing, DCM assigns with the Trademarks and Other DCM Intellectual Property all associated income, royalties, damages and payments due from or payable by any third party (including, without limitation, damages and payments for past, present, or future infringements or misappropriations thereof) and any and all corresponding rights that, now or hereafter, may be secured throughout the world.

6. DCM hereby represents and warrants that (i) it has full right to convey the entire right, title and interest in the Trademarks and Other DCM Intellectual Property herein assigned, and (ii) Schedule A hereto lists all trademark registrations included within the Trademarks.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Assignment of Intellectual Property to be executed as of the date first written above.

DCM CORPORATION

By: Steven J. Eberbach  
Steven J. Eberbach  
President

STATE OF MICHIGAN            )  
  )  
COUNTY OF Washtenaw        )

I, Kurtis R. Dumaw, a Notary Public in and for the County and State aforesaid, do hereby certify that on the date set forth below, Steven J. Eberbach, who, being by me first duly sworn, did say that he is Steven J. Eberbach, the President of DCM Corporation, a Michigan corporation; and that said instrument was signed, executed and delivered by him, as such President in the name of and on behalf of said corporation by like authority as the free and voluntary act and deed of said corporation and as his free and voluntary act and deed as such President, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 4th day of June, 1999.

**KURTIS R. DUMAW**  
**Notary Public-Washtenaw County, MI**  
**My Commission Expires September 9, 2001**

Kurt R. Dumaw  
Notary Public

My Commission Expires:  
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**SCHEDULE A  
REGISTERED TRADEMARKS**

MARK	COUNTRY	REGISTRATION NUMBER
TIME WINDOW	USA	1,140,243
TIME BASS	USA	1,177,002
DCM	USA	1,177,003
Misc. Design Time Window Logo	USA	1,223,011
Misc. Design Time Window	USA	1,427,018
TIMEFRAME	USA	1,495,678
CINEMAGIC SIX	USA	2,046,990
THE DIFFERENCE IS CLEAR	USA	1,875,081
TIME WINDOW	Australia	A 324 262
TIME WINDOW	Canada	248 076
TIME WINDOW	Germany	995 172
TIME WINDOW	Italy	438 790