

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Darrell E. Issa		12/21/1999	INDIVIDUAL:
Katharine Issa		12/21/1999	INDIVIDUAL:

RECEIVING PARTY DATA	
Name:	Directed Electronics, Inc.
Street Address:	One Viper Way
City:	Vista
State/Country:	CALIFORNIA
Postal Code:	92083
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1147604	STEAL STOPPER

CORRESPONDENCE DATA

Fax Number: (602)445-8643
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 602 445 8382
 Email: stearnss@gtlaw.com
 Correspondent Name: Susan Daly Stearns
 Address Line 1: 2375 E. Camelback Road, Suite 700
 Address Line 4: Phoenix, ARIZONA 85016

ATTORNEY DOCKET NUMBER:	50845.010400
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NAME OF SUBMITTER:	Susan Daly Stearns
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Total Attachments: 5
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OMNIBUS INTELLECTUAL PROPERTY ASSIGNMENT

THIS OMNIBUS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made on this 21st day of December, 1999 by and between Darrell E. Issa and Katharine Issa (together, the "Shareholders") and Directed Electronics, Inc., a California corporation (the "Company").

Preliminary Statements

Contemporaneous with the execution and delivery of this Assignment and pursuant to that certain Stock Purchase Agreement among Directed Acquisition Corp., a California corporation (the "Purchaser"), and the Shareholders dated the date hereof (the "Purchase Agreement"), the Shareholders are selling to the Purchaser and the Purchaser is buying from the Shareholders all of the issued and outstanding shares of capital stock of the Company. The Shareholders own and license to the Company certain Intellectual Work Product (as defined below). In connection with the transactions contemplated by, and as a condition to, the Purchase Agreement, the Shareholders and the Company are entering into this Agreement.

IN CONSIDERATION of the foregoing premises and as a material inducement to the Purchaser's consummation of the transactions contemplated by the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Shareholders, intending to be legally bound, hereby agree as follows:

1. Assignment of Intellectual Work Product. The Shareholders together, and each of them singly, hereby irrevocably assign and transfer to the Company:

(a) any and all of the Shareholders' 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) any and all of the Shareholders' respective right, title and interest as a licensee under any agreement or arrangement between or among the Company and any one or more third parties pursuant to which any such third party grants to any of the Company and either or both of the Shareholders any rights to any of such third party's copyrights, patents, trade secrets and trademarks in connection with the Company's conduct of any business now or previously carried on by the Company or any business that the Company 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) except as set forth in Schedule 3B(1) of the Disclosure Schedules to the Purchase Agreement, 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 Shareholders, 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

Company's offices or at any other time or location, and whether upon the request or suggestion of the Company or otherwise, that relate to or may in any way be useful in connection with any business now or previously carried on by the Company or any business that the Company is currently considering carrying on;

(b) all of the United States Letters Patent identified on Exhibit A attached to this Assignment; and

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

3. Title. The Shareholders hereby, jointly and severally, represent and warrant to the Company that the Shareholders either individually or jointly own 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 interests.

4. Further Documents and Instruments. The Company shall have the exclusive right to obtain and hold in the Company'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. Each of the Shareholders shall, at the Company's expense, assist the Company in acquiring and maintaining copyright, patent, trade secret, trademark, and other intellectual or industrial property protection upon, and confirming the Company'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 Company 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 communication by a recognized overnight delivery service (charges prepaid), (b) by a recognized overnight delivery service (charges prepaid), or (c) by messenger. The address of the Company and of the Shareholders for the purposes of this Agreement is set forth on the signature page to this Assignment. Each of the Company and the Shareholders 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 the Purchase Agreement (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 Shareholders' assignment to the Company 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 Company and its successors and assigns and shall be binding upon and enforceable against each of the Shareholders and each of their respective successors and assigns and heirs and personal representatives.

9. Equitable Remedies. Each of the Shareholders acknowledges and agrees that the Company 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. Accordingly, each of the Shareholders agrees that the Company shall be entitled to an injunction or injunctions to prevent breaches of this Assignment and to enforce specifically the terms and provisions of this Assignment in any action instituted in any court of competent jurisdiction, in addition to any other remedies that may be available to the Company.

10. Choice of Law. This Assignment, including the validity hereof and the rights and obligations of the Company and the Shareholders 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 Company and the Shareholders, 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 Company and the Shareholders 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 Company and the Shareholders 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 COMPANY AND THE SHAREHOLDERS 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 OR 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 Company by an instrument executed by a duly authorized representative of the Company (other than either of the Shareholders). The waiver by the Company 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 as a continuing waiver of the same or any other term or provision.

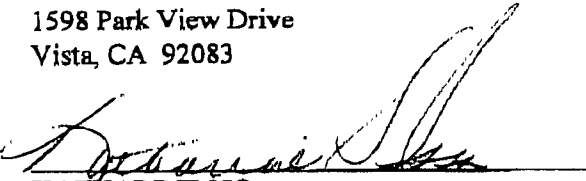
SIGNATURES APPEAR ON FOLLOWING PAGE

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


DARRELL E. ISSA

Address:

1598 Park View Drive
Vista, CA 92083


KATHARINE ISSA

Address:

1598 Park View Drive
Vista, CA 92083

DIRECTED ELECTRONICS, INC.

By:


Darrell E. Issa
President and Chief Executive Officer

Address:

One Viper Way
Vista, CA 92083
Attention: President
Fax: (760) 599-1355

U.S. Registered Trademarks

<u>Registration Number</u>	<u>Mark</u>
1,147,604	Steal Stopper

GV: #134766 v2 (2VZ301!.WPD) 113916-5