

05-18-2005

Docket No. 39643/JEC/M976

5.16.05

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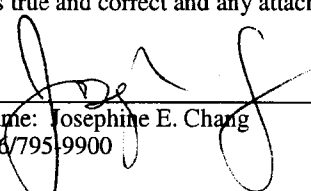


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Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450
Alexandria, Virginia 22313-1450

Post Office Box 7068
Pasadena, CA 91109-7068

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

<p>1. Name of conveying party(ies): GoldPocket Interactive, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other: <input checked="" type="checkbox"/> Exists Under Laws of Delaware</p> <p>Additional name(s) of conveying party(ies) attached: No</p>	<p>2. Name and address of receiving party(ies): Name: Mixed Signals, Inc.</p> <p>Street Address: 12910 Culver Boulevard, Suite B Los Angeles, California 90066</p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other: <input checked="" type="checkbox"/> Exists Under Laws of Delaware</p>
<p>3. Name of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: June 16, 2004 and May 10, 2005</p>	<p>If assignee is not domiciled in the United States, a domestic representative designation is attached: No</p> <p>(Designation must be a separate document from Assignment). Additional name(s) & address(es) attached? NO</p>
<p>4. A. Trademark Application No.(s)</p>	<p>4. B. Trademark Registration No.(s) 2,557,853</p> <p>Additional numbers attached? Yes</p>
<p>5. Please return the recorded document and address all correspondence to:</p> <p>CHRISTIE, PARKER & HALE, LLP P.O. Box 7068 Pasadena, CA 91109-7068 Attention: Josephine E. Chang</p>	<p>6. Total number of applications or registrations involved <input type="text" value="5"/></p> <p>7. <input checked="" type="checkbox"/> Total fee enclosed (37 CFR 3.41): \$ 140</p> <p>8. <input checked="" type="checkbox"/> Any deficiency or overpayment of fees should be charged or credited to Deposit Account No. 03-1728, except for payment of issue fees required under 37 CFR § 1.18. Please show our docket number with any credit or charge to our Deposit Account.</p>
<p>10. <input checked="" type="checkbox"/> Explanatory letter is enclosed.</p>	
<p>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.</p> <p>Date: May 10, 2005</p> <p>By  Name: Josephine E. Chang 626/795-9900</p> <p>Total number of pages including cover sheet, attachments, and document: <input type="text" value="11"/></p>	

7:15 MAY 16 AM 7:21
OPR/FINANCE

05/17/2005 DBYRNE 00000043 2557853
01 FC:8521 40.00 DP
02 FC:8522 100.00 DP

I hereby certify that this correspondence is being deposited in the U.S. Postal Service as first class mail in an envelope addressed to the Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450
5/10/05
(Date of Deposit)

**CONTINUATION SHEET FOR
RECORDATION FORM COVER SHEET**

This Continuation Sheet relates to

TRADEMARKS

1. Name of conveying party(ies):	2. Name and address of receiving party(ies):
3. A. Applications	3. B. Trademarks 2,508,926; 2,524,196; 2,554,804; 2,526,740

JEC/lal

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Execution Version

ASSIGNMENT AND TRANSFER AGREEMENT

This ASSIGNMENT AGREEMENT ("Agreement") dated as of June 16, 2004 (the "Effective Date") is by and between GoldPocket Interactive, Inc. ("Assignor"), a Delaware corporation with offices at 12910 Culver Boulevard, Suite B, Los Angeles, CA 90066, and Mixed Signals, Inc. ("Assignee"), a Delaware corporation with offices at 12910 Culver Boulevard, Suite B, Los Angeles, CA 90066. The Assignor and Assignee shall be referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, in connection with the establishment of Assignee as a business entity separate from Assignor, Assignor has agreed to transfer to Assignee all of its right, title and interest in and to the Assigned Assets (as defined below) pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I. DEFINITION

For purposes of this Agreement, each of the following terms shall have the meaning set forth below.

- 1.1. "Assigned Assets" means the Assigned Rights, the Software Programs, the Documentation and the other assets listed on Schedule A hereto.
- 1.2. "Assigned Rights" means all of the Assignor's right, title and interest to (i) the patent applications, trademarks and goodwill associated therewith, and other intellectual property listed on Schedule A hereto, and (ii) any and all copyrights, inventions, trade secrets, confidential or proprietary information, other intellectual or industrial property rights in or to the Software Programs and/or Documentation.
- 1.3. "Documentation" means all of the Assignor's right, title and interest to the technical, support, and user documentation (in all media, including digital formats) relating to the Software Programs, and documentation, manuals, promotional materials, technical specifications, drawings, flow-charts, diagrams, source language statements, demonstration disks, benchmark test results, test plans and test data bases and other materials whether in human-readable or machine-readable form (in all media, including digital formats), in each case, to the extent used solely in connection with development, maintenance, support, enhancement or upgrades relating to any of the Software Programs.

1.4. "Software Programs" means all of Assignor's right, title and interest to the computer programs (including code in both source code and object code forms) constituting or embodied in the computer software products listed on Schedule A hereto, and programming tools, subroutines, libraries, objects, modules, compilers and utilities embedded therein or used in connection therewith which are listed on Schedule A.

Article II. ASSIGNMENT AND TRANSFER OF RIGHTS

2.1. Consideration. In consideration for rights and assets sold, assigned and otherwise transferred under Section 2.2 hereof (and other terms and conditions of this Agreement), at the closing of the assignment and transfer contemplated herein (the "Closing"), the Assignee shall pay to the Assignor \$5.0 million (the "Purchase Price"). The Purchase Price shall be payable by:

(i) the issuance to the Assignor on the date hereof of 1,500,000 shares of Series A Preferred Stock, \$.001 par value per share, of Assignee ("Series A Shares"); and

(ii) indebtedness of \$3,500,000 repayable on demand in one or more payments (each a "Demand") wherein each Demand is payable in cash and/or Series A Shares at Assignors option, provided that (i) the cumulative portion demanded in cash may not exceed 50% of the cumulative amount received in cash by Assignee upon the sale of its Series A Shares and (ii) the final Demand shall be made for the outstanding balance on August 15, 2004.

To the extent the amount paid to the Assignor under clause (ii) above is less than \$3,500,000, the shortfall shall be satisfied by the issuance to the Assignor of additional Series A Shares with a value per share of \$1.00. Assignor shall become a party to the Series A Preferred Stock Purchase Agreement between the Assignee and the Purchasers identified therein (the "Series A Purchase Agreement") and shall have all of the rights and obligations, and enjoy the benefits, of a Purchaser of Series A Shares under the Series A Purchase Agreement and related agreements.

2.2. Assignment. Assignor hereby irrevocably sells, assigns, conveys and otherwise transfers to Assignee the Assigned Assets (including, without limitation, all of Assignor's right, title and interest in and to any and all causes of action for infringement thereof, including the right to recover for past infringement, and the same to be held and enjoyed by the Assignee, its successors and assigns). The Assigned Assets are sold, assigned, conveyed and transferred to Assignee (subject to Section 2.3) "as is" and "where is", with no representations or warranties as to merchantability, fitness or use, and subject to any and all licenses, and restrictions, of any nature whatsoever (collectively, "Encumbrances").

2.3 Transfer; Passage of Title; Delivery.

(a) Title Passage. Except as otherwise provided in this Section, upon the Closing, title to all of the Assigned Assets shall pass to Assignee; and Assignor shall make available to Assignee possession of all of the Assigned Assets as provided in subsection 2.3(b), and shall further provide to Assignee proper assignments, conveyances and bills of sale sufficient to convey to Assignee title to all the Assigned Assets, subject to the Encumbrances, in accordance with Section 2.2 of this Agreement, as well as such other instruments of conveyance as counsel for Assignee may reasonably deem necessary (both at and after the Closing) to effect or evidence the transfers contemplated hereby.

(b) Delivery of Required Assets. On the date of the Closing, Assignor shall make available to Assignee possession of the Assigned Assets to be transferred by Assignor to Assignee pursuant to this Agreement.

Article III. REPRESENTATIONS, WARRANTIES AND COVENANTS

3.1. Representations, Warranties and Covenants of Assignor. Assignor hereby represents, warrants and covenants that:

(a) it has the authority (i) to sell, convey, assign and otherwise transfer to Assignee all of the rights, title and interests which it may have throughout the world in the Assigned Assets, (ii) to enter into and perform all of the terms of this Agreement;

(b) upon execution and delivery, this Agreement will be the valid and binding obligation of Assignor enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally or by general principles of equity, or by other laws or regulations;

(c) there is no provision in its Certificate of Incorporation or By-Laws, and no provision in any existing mortgage, indenture, contract or agreement binding on it which would be contravened by the execution, delivery or performance by it of this Agreement;

(d) there is no action or proceeding pending or insofar as it knows threatened against it before any court, administrative agency or other tribunal which might have a material adverse effect on its ability to perform its obligations hereunder. Assignor knows of no claim by any third party of infringement or misappropriation by Assignor on such party's patent, trademark, service mark, copyright, mask work, trade secret or other intellectual property rights;

(e) to the knowledge of Assignor, no consent of any third party is or shall be required as a condition to the validity of this Agreement;

(f) to the knowledge of the Assignor, the Assigned Assets are free and clear of all liens, pledges, easements, mortgages and security interests;

(g) to the knowledge of the Assignor, no third party has alleged that such Assignor's rights in the Assigned Rights are invalid or unenforceable; and

(h) the Assignor has not granted to any third party any license, option or other right to use in any manner the Assigned Rights, whether requiring the payment of royalties or not.

3.2. Representations and Warranties of Assignee. Assignee hereby represents, warrants, and covenants that it has requisite corporate power and authority to enter into and perform all of the terms of this Agreement and that upon execution and delivery, this Agreement will be the valid and binding obligation of Assignee enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally or by general principles of equity, or by other laws or regulations.

3.3 No Warranties. Notwithstanding the foregoing, nothing in this Agreement is or shall be construed as:

(a) a warranty or representation by any party as to the validity or scope of any patent application or patent licensed hereunder;

(b) Except as expressly set forth in this Agreement, NO PARTY MAKES ANY REPRESENTATION OR EXTENDS ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OF NON-INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER RIGHTS OR THIRD PARTIES, OR ANY OTHER EXPRESS OR IMPLIED WARRANTIES.

3.4 Confidentiality Requirement. For the five year period following the date hereof, each party hereto shall keep confidential and shall not disclose to others or use for any purpose other than to perform under this Agreement, confidential information of the other party without such other party's written consent, provided that the foregoing restriction shall not apply to information that (i) is or hereafter becomes generally available to the public other than by reason of any default with respect to confidentiality under this Agreement, (ii) is hereafter disclosed to a party hereunder by a third party who is not in default of any confidentiality obligation to the other party or otherwise covering the disclosed information, or (iii) may be disclosed under Section 3.5.

3.5 Permitted Disclosure of Confidential Information. Either party shall be entitled to disclose the other party's confidential information to the extent required by law or competent government authority or agency; provided, however, that first such party provides the other party with written notice of the required disclosure as soon as possible, but in any event at least 48 hours, prior to the required disclosure so that the other party may have a reasonable opportunity to seek a protective order, injunction or other suitable remedy to prevent or delay disclosure of the other party's confidential information and provides the other party with reasonable assistance to attempt to obtain a protective order for to other party's confidential information required to be disclosed.

3.6 Notice of Offer of Employment. For the 12-month period after the date hereof, in the event a party hereto shall make a firm offer for the employment of any employee of the other party, the party making the firm offer shall within 48 hours notify the other party of such firm offer.

3.7 Non-Compete. Until the earlier of December 31, 2004 or the sale of all or substantially all of the business of Assignor to a third party, the Assignor shall not market, license or sell to any third party any product for which the primary purpose is to offer the same or similar functionality as that offered by the ITV Firewall and/or ITV Sentry products as of the date hereof. Notwithstanding the above, the Assignor shall not be prohibited from marketing, licensing or selling a system to any third party that includes a component that offers the same or similar functionality as that offered by the ITV Firewall and/or ITV Sentry products, provided that such functionality is not the primary purpose of such system.

Article IV. INTELLECTUAL PROPERTY RIGHTS

4.1. Ownership. Immediately upon effecting the assignment described in Section 2.2 above, Assignee shall own the entire right, title and interest of Assignor in and to the Assigned Assets. Assignee shall have the right at its expense: (a) to file, prosecute, and maintain applications and registrations for the Assigned Assets; (b) to enforce claims of infringement of the Assigned Assets or misappropriation or unauthorized use thereof; and (c) to defend claims of infringement or misappropriation or unauthorized use that may arise out of the use of the Assigned Assets.

4.2. Further Assurances. At any time and from time to time after the date hereof, at the request of the Assignee and without further consideration, the Assignor shall execute and deliver such other instruments of sale, transfer, conveyance and assignment and take such actions as the Assignee may reasonably request to more effectively transfer, convey and assign to the Assignee, and to confirm the Assignee's rights to, title in and ownership of, the Assigned Assets as provided hereunder. Assignor shall execute all legal documents necessary to file, prosecute,

maintain and enforce applications or registrations or to record the assignment described herein, at no charge to Assignee.

Article V. MISCELLANEOUS

5.1. Governing Law. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be fully performed therein.

5.2. Entire Agreement. This Agreement and the Series A Purchase Agreement contain the full understanding of the Parties with respect to the subject matter hereof and supersedes all prior understandings and writings relating thereto. No waiver, alteration, amendment or modification of any of the provisions hereof shall be binding unless made in writing and signed by both Parties.

5.3. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected.

5.4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

5.5. No Right to Terminate or Rescind. In the event of a breach or violation of any of the provisions hereof by either Party, the non-breaching Party shall not have any right to terminate, rescind or revoke this Agreement.

5.6. Independent Contractors. The parties hereto are independent contractors. No party is, or will be deemed to be, the partner or legal representative or agent of any other party, nor shall any party have the right or authority to assume, create, or incur any third party liability or obligation of any kind, express or implied, against or in the name of or on behalf of another except as expressly set forth in this Agreement.

5.7. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

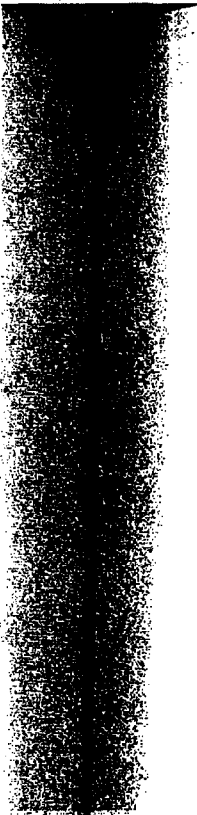
IN WITNESS WHEREOF, the Parties hereto have signed this Agreement.

ASSIGNOR: GOLDPOCKET INTERACTIVE, INC.

By Chris King
Name: Chris King
Title: CFO

ASSIGNEE: MIXED SIGNALS, INC.

By Eric T. Conkey
Name: Eric T. Conkey
Title: President



SCHEDULE A

ASSIGNED RIGHTS

Computer Programs:
Video Sentry source code
Video Firewall source code
Any existing BDRS source code

Patent Applications:

<u>Name</u>	<u>Type</u>
Digital Data Monitoring and Logging In An ITV System	US application
Remote Monitoring System And Method For Interactive Television Data System and Method For Filtering Interactive Television Data	US application
Digital Data Monitoring and Logging In An ITV System	US application
Digital Data Monitoring and Logging In An ITV System	International PCT
	European

Trademarks:

Mixed Signals
Mixed Signals design/logo
ITV Sentry
ITV Firewall



Other Intellectual Property:

URL: www.mixedsignals.com
Web Site/graphics

Other Assets:

VA Linux FullOn 2200
VA Linux FullOn 2200
Arise (celeron 2LU)
Mixed Signals Technologies DV2000/ITVinjector
Mixed Signals Technologies DV2000/ITVinjector

SN# SX0830001288
SN# SX0830001269
SN# 99043771
SN# 181H
SN# 168H

SERVICE MARK AND TRADEMARK ASSIGNMENT

WHEREAS, GOLDPOCKET INTERACTIVE, INC., a Delaware corporation, having a place of business at 12910 Culver Boulevard, Suite B, Los Angeles, California 90066 ("ASSIGNOR" herein), is the owner of the following marks:

<u>Mark</u>	<u>Reg No.</u>	<u>Reg. Date</u>	<u>Docket No.</u>
MIXED SIGNALS TECHNOLOGIES	2,554,804	April 2, 2002	M770-39641
MIXED SIGNALS TECHNOLOGIES	2,526,740	January 8, 2002	M770-39644

WHEREAS, MIXED SIGNALS, INC., a Delaware Corporation, having a place of business at 12910 Culver Boulevard, Suite B, Los Angeles, California 90066 ("ASSIGNEE" herein), desires to acquire said marks and the above-identified registrations thereof.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR does hereby assign unto said ASSIGNEE all right, title and interest in and to the said marks and said registrations, and all rights and privileges pertaining to said marks, together with that part of the goodwill of the business connected with the use of and symbolized by the marks.

ASSIGNOR further agrees that it shall render all reasonable assistance to ASSIGNEE, and will, from time-to-time, execute all instruments and documents necessary to maintain, preserve or protect said marks and said registrations, and to perfect the record title of ASSIGNEE in and to said marks and said registrations.

GOLDPOCKET INTERACTIVE, INC.

Date 5/10/05

By Chris King
Chris King
Chief Financial Officer