

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
Mitek Holdings Inc.		12/22/2006	CORPORATION: MISSOURI
Mitek Industries Limited		12/22/2006	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Sitestream Software Limited
Street Address:	St Stephens House, Dogflud Way
City:	Farnham, Surrey
State/Country:	UNITED KINGDOM
Postal Code:	GU9 7UT
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2792526	SITESTREAM

CORRESPONDENCE DATA

Fax Number: (845)359-7798
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 845-359-7700
 Email: csolano@notaromichalos.com
 Correspondent Name: Carlita J. Solano, Notaro & Michalos P.C
 Address Line 1: 100 Dutch Hill Road
 Address Line 2: Suite 110
 Address Line 4: Orangeburg, NEW YORK 10962

ATTORNEY DOCKET NUMBER:	J318-219
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DOMESTIC REPRESENTATIVE

Name: Carlita J. Solano, Notaro & Michalos P.C

OP \$40.00 2792526

Address Line 1: 100 Dutch Hill Road
Address Line 2: Suite 110
Address Line 4: Orangeburg, NEW YORK 10962

NAME OF SUBMITTER:	Carlita Jaye Solano
Signature:	/J318-219-CS/
Date:	02/28/2007

Total Attachments: 8

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Private & Confidential

DATED 22 DECEMBER 2006

(1) MITEK INDUSTRIES LIMITED

(2) MITEK HOLDINGS INC

and

(3) SITESTREAM SOFTWARE LIMITED

DEED OF ASSIGNMENT

TRADEMARK
REEL: 003489 FRAME: 0549

THIS DEED OF ASSIGNMENT is made on 22 DECEMBER 2006

BETWEEN

- (1) **MITEK INDUSTRIES LIMITED**, a company incorporated and registered in England and Wales with company number 00944342, whose registered office is at Mitek House, Grazebrook Industrial Park, Peartree Lane, Dudley, West Midlands, DY2 0XW, England (the "Assignor");
- (2) **MITEK HOLDINGS INC**, a company incorporated and registered in the United States of America whose principal place of business is at (14515 North Outer Forty Drive, Suite 300, Chesterfield, MO 63017-5746) ("MHI"); and
- (3) **SITESTREAM SOFTWARE LIMITED**, a company incorporated and registered in England and Wales with company number 01755221 whose registered office is at St Stephens House, Dogflud Way, Farnham, Surrey, GU9 7UT (the "Assignee").

BACKGROUND:

- (A) MHI is the proprietor and beneficial owner of the Trade Marks.
- (B) The Assignee is a subsidiary of the Assignor and the Assignor is a subsidiary of MHI.
- (C) Under the terms of a proposed Sale and Purchase Agreement the Assignor has agreed to transfer to Hallco1389 Limited its shares in the Assignee and together, the Assignor and MHI have agreed to assign to the Assignee the Trade Marks, the Rights and the Other Rights on the terms set out below.

DEED:

This deed **WITNESSES** as follows:

Definitions

In this Assignment unless the context otherwise requires:

"Other Rights" means any other Intellectual Property (as defined in the Sale and Purchase Agreement) which has not otherwise been separately assigned and is required for the day to day operations of the business of the Assignee;

"Rights" means all copyright, unregistered trade marks and database rights and any other Intellectual Property in the Works, applications for any of the foregoing and all industrial or intellectual property rights analogous to the foregoing and subsisting in the Works anywhere in the world including without limitation those listed in Schedule 1;

"Sale and Purchase Agreement" means the proposed agreement to be entered into between Assignor and Tekton Group Limited;

"Trade Marks" means the registered trade marks and applications for registration listed in Parts 1 and 2 of Schedule 1;

"Works" means all works (including computer programs and any computer software sold or licensed by the Assignee), designs of or applied to articles and databases in each case which are used, sold or licensed by the Assignee in the ordinary course of its business prior to the date of this Assignment in which copyright, trade mark right (registered or unregistered) or database rights may subsist including without limitation those listed in Schedule 1;

Assignment

- 1 In consideration of the execution of this Assignment as a deed the Assignor and MHI assign to the Assignee with full title guarantee free from all and any charges or other third party rights all their rights, title and interests in the Trade Marks the Rights and the Other Rights together with the goodwill in the Trade Marks the Rights and the Other Rights and together with all rights of action, remedies, powers and benefits relating to any of the Trade Marks the Rights or the Other Rights including all statutory and common law rights together with the right to sue for damages for infringement and other remedies in respect of any infringement of such rights occurring before the date of this Assignment and to retain any such damages obtained as a result of such action. This Assignment shall also include the benefit of the

applications for registrations with the intention that, when the applications are granted, the registrations shall vest in the Assignee.

Warranties

- 2.1 MHI warrants and represents that is the sole legal and beneficial owner of the Trade Marks.
- 2.2 The Assignor and MHI jointly and severally warrant and represent that:
 - (a) they are the sole legal and beneficial owners of the Rights and the Other Rights;
 - (b) they have not assigned or licensed or purported to assign or license the whole or any part of the Trade Marks, the Rights or the Other Rights to any third party to use the whole or any part of the Trade Marks, the Rights or the Other Rights; and
 - (c) they have not and will not in the future take any steps to derogate from this Assignment.
- 2.3 At the request of the Assignee and at the Assignor's and MHI's own expense, the Assignor and MHI shall provide all reasonable assistance to enable the Assignee to resist any claim, action or proceedings brought against the Assignee as a consequence of a breach of its warranties under this Assignment.

Further Assurance

- 3.1 The Assignor and MHI jointly and severally undertake that at any time and from time to time, at the request and expense of the Assignee, they will do all acts and things (including without limitation, making declarations and oaths) and execute all documents that may be reasonably necessary under the law of any country for completing the transfer to the Assignee of the full right, title and interest to any of the rights assigned by clause 1.
- 3.2 The Assignor and MHI irrevocably and unconditionally waive all rights to which they may be entitled pursuant to sections 77, 80 and 85 of the Copyright, Designs and Patents Act 1988 and any other moral rights provided for under laws now or in future

in force in any part of the world in relation to the exploitation by the Assignee of the Trade Marks, the Rights and the Other Rights.

Applicable Law and Jurisdiction

- 4 This Assignment and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and all disputes or claims arising out of or relating to this Assignment shall be subject to the exclusive jurisdiction of the English courts to which the parties irrevocably submit.

IN WITNESS of the above the Assignor, MHI and Assignee have signed executed and delivered this Assignment as a **DEED** on the date written at the head of this Assignment.

Schedule 1

Part 1

Registered Trade Marks

Mark: SITESTREAM

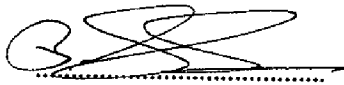
COUNTRY STATUS	REFERENCE CLASSES	FILED	APPL#	REGDT	REG#
	<i>Next Action Due (Original)</i>				
CANADA REGISTERED	MLP7189.1 00 7/19/2019	2/6/2003 RENEWAL	1167168	7/19/2004	615152
EUROPEAN UNION REGISTERED	MLP7189.2 09 2/13/2013	2/13/2003 RENEWAL	003051687	11/10/2004	003051687
UNITED STATES REGISTERED	MLP7189 9 12/9/2009	5/7/2002	76/404,429	12/9/2003	2,792,526

Part 2

Trade Mark Applications

COUNTRY STATUS	REFERENCE CLASSES	FILED	APPL#	REGDT	REG#
	<i>Next Action Due (Original)</i>				
MEXICO PENDING	MLP7189.3 09	2/24/2006	767982		
SOUTH AFRICA PENDING	MLP7189.4 09	2/20/2006	2006103446		

SIGNED as a Deed by **BALJIT CHOCHAN**
as duly authorised attorney
for and on behalf of MiTek Industries Limited

) 
)
) **Baljit Chohan**

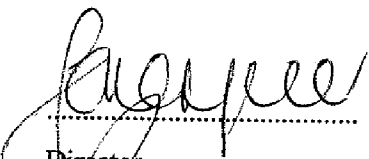
SIGNED as a Deed by **JOSEPH C CARR, JR.**
and _____
for and on behalf of Mitek Holdings Inc

)
) **Vice President**


and thereby executed by it as a Deed

)
) **Position:**

SIGNED as a Deed by JANE MERCER
and RICHARD BEATON
for and on behalf of SiteStream Software Limited

) 
)
) **Director**

and thereby executed by it as a Deed

) 
)
) **Director**

SIGNED as a Deed by **BALJIT CHOHAN**

as duly authorised attorney

for and on behalf of Mittek Industries Limited

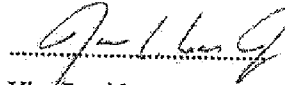


Baljit Chohan

SIGNED as a Deed by **JOSEPH C CARR, JR.**

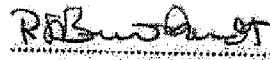
and Ronald S. Burkhardt

for and on behalf of Mitek Holdings Inc



Vice President

and thereby executed by it as a Deed



Position: Vice President & CFO

SIGNED as a Deed by _____

and _____

for and on behalf of SiteStream Software Limited

.....

Director

and thereby executed by it as a Deed

.....

Director