

Form PTO-1595
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

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

1. **Name of conveying party(ies):**
John Ghazarian and George Seelman
Additional name(s) of conveying party(ies) attached? Yes No

2. **Name and address of receiving party(ies):**
Name: Audiovox Corporation
Internal Address: 150 Marcus Blvd.
Hauppauge, NY 11788
Additional name(s) & address(es) attached:
 Yes No

3. **Nature of conveyance:**
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: December 30, 2004

4. **Application number(s) or patent number(s):**
If this document is being filed together with a new application, the execution date of the application is: _____
A. Patent Application No. (s) _____ B. Patent No. (s) 5,469,141
Additional numbers attached? Yes No

5. **Name and address of party to whom correspondence concerning document should be mailed:**
Name: Frank Chau, Esc.
Street Address: F. CHAU & ASSOCIATES, LLP
1900 Hempstead Turnpike, Suite 501
City: East Meadow State: NY Zip: 11554

6. **Total number of applications and patents involved:** 1
7. **Total fee (37 C.F.R. §3.41):** \$40.00
 Credit Card Payment Form PTO-2038 enclosed
 Authorized to be charged to deposit account
8. **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 Chau
Registration No. 34,136
Name of Person Signing _____ Signature _____ Date 1/10/05
Total number of pages including cover sheet, attachments and documents: 3

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Assistant Commissioner for Patents
Box Assignments
Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

OP \$40.00 5469141

**ATTACHMENT A
ASSIGNMENT**

WHEREAS, John Ghazarian residing at 530 Startop Street, Henderson, Nevada, 89052 and George Seelman residing at 39426 Calistoga Dr., Murrieta, California, (collectively "ASSIGNOR") own all right, title, and interest in U.S. Patent No. 5,469,141, entitled Optical Motion Sensor and Method for Operating Same, and any invention claimed therein; and Audiovox Corporation, a Delaware corporation having offices at 150 Marcus Blvd., Hauppauge, New York ("ASSIGNEE"), desires to own ASSIGNOR's entire right, title, and interest in and to the invention, in all countries throughout the world, and in and to U.S. Letters Patent No. 5,469,141.

NOW THEREFORE, be it known that, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers, and sets over to ASSIGNEE, its lawful successors and assigns, ASSIGNOR's entire right, title, and interest in and to U.S. Patent No. 5,469,141, the invention claimed therein, any other patent application directed to the invention, and all Letters Patent of the United States that may be granted thereon, and all reissues, reexaminations, and extensions thereof; and all rights to claim priority on the basis of such application, and all applications for Letters Patent that may be filed for the invention in any foreign country and all Letters Patent that may be granted on the invention in any foreign country, and all extensions, renewals, and reissues thereof; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to ASSIGNEE, its successors and assigns, in accordance with the terms of this Assignment;

AND, ASSIGNOR HEREBY further covenants that ASSIGNOR has the full right to convey the interest assigned by this Assignment, ASSIGNOR will take all action and execute all documents necessary to perfect the interest assigned hereby, and ASSIGNOR has not executed and will not execute any agreement in conflict with this Assignment;

AND, ASSIGNOR HEREBY further covenants and agrees that ASSIGNOR, through its agent and representative, will, without further consideration, communicate with ASSIGNEE, its successors and assigns, any facts known to ASSIGNOR and its officers and employees respecting the invention and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to the invention in said ASSIGNEE, its successors and assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths, and generally do everything possible to aid ASSIGNEE, its successors and assigns, to obtain and enforce proper patent protection for the invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by ASSIGNEE, its successors and assigns.

IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this Assignment.

DATED: December 30, 2004

By: _____
JOHN GHAZARIAN

By: 
GEORGE SEELMAN

**ATTACHMENT A
ASSIGNMENT**

WHEREAS, John Ghazarian residing at 530 Startop Street, Henderson, Nevada, 89052 and George Seelman residing at 39426 Calistoga Dr., Murrieta, California, (collectively "ASSIGNOR") own all right, title, and interest in U.S. Patent No. 5,469,141, entitled Optical Motion Sensor and Method for Operating Same, and any invention claimed therein; and Audiovox Corporation, a Delaware corporation having offices at 150 Marcus Blvd., Hauppauge, New York ("ASSIGNEE"), desires to own ASSIGNOR's entire right, title, and interest in and to the invention, in all countries throughout the world, and in and to U.S. Letters Patent No. 5,469,141.

NOW THEREFORE, be it known that, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers, and sets over to ASSIGNEE, its lawful successors and assigns, ASSIGNOR's entire right, title, and interest in and to U.S. Patent No. 5,469,141, the invention claimed therein, any other patent application directed to the invention, and all Letters Patent of the United States that may be granted thereon, and all reissues, reexaminations, and extensions thereof; and all rights to claim priority on the basis of such application, and all applications for Letters Patent that may be filed for the invention in any foreign country and all Letters Patent that may be granted on the invention in any foreign country, and all extensions, renewals, and reissues thereof; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to ASSIGNEE, its successors and assigns, in accordance with the terms of this Assignment;

AND, ASSIGNOR HEREBY further covenants that ASSIGNOR has the full right to convey the interest assigned by this Assignment, ASSIGNOR will take all action and execute all documents necessary to perfect the interest assigned hereby, and ASSIGNOR has not executed and will not execute any agreement in conflict with this Assignment;

AND, ASSIGNOR HEREBY further covenants and agrees that ASSIGNOR, through its agent and representative, will, without further consideration, communicate with ASSIGNEE, its successors and assigns, any facts known to ASSIGNOR and its officers and employees respecting the invention and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to the invention in said ASSIGNEE, its successors and assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths, and generally do everything possible to aid ASSIGNEE, its successors and assigns, to obtain and enforce proper patent protection for the invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by ASSIGNEE, its successors and assigns.

IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this Assignment.

DATED: December 30, 2004

By: 
JOHN GHAZARIAN

By: _____
GEORGE SEELMAN

PATENT

RECORDED: 01/10/2005

REEL: 015571 FRAME: 0385