PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
INNOVATIVE ELECTRONIC DESIGNS, INC.	01/10/2008

RECEIVING PARTY DATA

Name:	INNOVATIVE ELECTRONIC DESIGNS, LLC	
Street Address:	One Mitek Plaza	
City:	Winslow	
State/Country:	ILLINOIS	
Postal Code:	61089	

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	6804504
Patent Number:	5428642

CORRESPONDENCE DATA

Fax Number: (480)718-7598

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 4803906179

Email: Keith@jenkinspatentlaw.com

Correspondent Name: Keith L. Jenkins

Address Line 1: 2222 N. McQueen Road #2069
Address Line 4: Chandler, ARIZONA 85225

ATTORNEY DOCKET NUMBER:	MI08010

NAME OF SUBMITTER: KEITH JENKINS

Total Attachments: 5

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ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS is made as of January 10, 2008 (this "Assignment") by Innovative Electronic Designs, Inc., a Kentucky corporation ("Seller") to Innovative Electronic Designs, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Seller owns the United States and foreign patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice) disclosed in <u>Schedule A</u> attached hereto and made a part hereof (the "Patents");

WHEREAS, Seller and Assignee have entered into that certain Asset Purchase Agreement, dated as of January 10, 2008 (the "Purchase Agreement"), by and among Assignee, Seller, IED Support Services, LLC, a Kentucky limited liability company, Taylorsville Pilot Service Company, a Delaware corporation, and Hardison Martin, Floyd Lewellyn, Edward Young, Robert Ponto and John Johnson, providing for the conveyance to Assignee of certain assets of Seller, including the Patents.

NOW, THEREFORE, for and in consideration of \$1 and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

- 1. Seller hereby sells, assigns, conveys and transfers unto Assignee all right, title and interest in, to and under the Patents together with the entire right, title and interest in and to all continuations, divisions, renewals, reissues, and extensions of the Patents and 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 Patents, as well as the right to seek any and all remedies available at law or in equity.
- 2. Seller agrees that it will make no further use of the Patents except pursuant to licenses granted by Assignee.
- 3. All right, title and interest in the Patents shall be held and enjoyed by Assignee, 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 Seller if this Assignment had not been made. Without limitation to the foregoing, Seller assigns with the Patents 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.
- 4. Seller agrees, upon the request of Assignee, from time to time to execute and deliver to Assignee all such additional instruments and documents as shall be reasonably required to perfect and record the conveyance of the Patents (including such instruments, powers of attorney and other documents as may be necessary to perfect and record the conveyance of the Patents as contemplated hereunder in foreign jurisdictions), and to do any and all such acts and things as may reasonably be required to convey the Patents.

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5. This Assignment shall be construed and all the rights, powers and liabilities of the parties hereunder shall be determined in accordance with the substantive laws of the State of Kentucky, without regard to conflicts of laws principles. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

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PATENT REEL: 020886 FRAME: 0917 IN WITNESS WHEREOF, the parties have caused this Assignment of Patents to be executed as of the date first written above.

By:
Name: Hardison G Martin
Title: President

country of Jefferson

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that the person signing above, being first sworn by me, did state that he is Hardison G. Martin, that he is the President of Innovative Electronic Designs, Inc., and that he, as such officer, being authorized so to do, executed the foregoing instrument before me for the purposes therein contained, by signing the name of the corporations by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10 to day of January, 2008.

Notary Public

My Commission Expires:

8/17/08

ACCEPTED:
INNOVATIVE ELECTRONIC DESIGNS, LLC
By:
Name: Walter Pynas
Title: Senior Vice President

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that the person signing above, being first sworn by me, did state that he is Walter Pynas, that he is the Senior Vice President of Innovative Electronic Designs, LLC, and that he, as such officer, being authorized so to do, executed the foregoing instrument before me for the purposes therein contained, by signing the name of the corporations by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this $\frac{1}{6}$ day of January, 2008.

"OFFICIAL SEAL"
MARY K. RUPPEL
Notary Public, State of Illinois
My Commission Expires 05/01/10

Notary Public

My Commission Expires:

May 1, 2010

SCHEDULE A

PATENTS

Title	Application No.	Patent No.	Country
Audio processing system	10/226,663	6,804,504	United States
Power amplifier	08/143,624	5,428,642	United States
Audio system end of line load module	11/638,912		United States
Courtesy announcement system and method of using	11/230,296		United States
Information broadcasting system	10/066,420		United States
Balanced amplifier device	06/543,923	4,571,554	United States

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RECORDED: 05/02/2008

PATENT REEL: 020886 FRAME: 0920