

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
David L. Houghton	04/28/2009
RECEIVING PARTY DATA	
Name:	Mitek Holdings, Inc.
Street Address:	300 Delaware Avenue, Suite 1704
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7178296
CORRESPONDENCE DATA	
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Address Line 4:	St. Louis, MISSOURI 63102
ATTORNEY DOCKET NUMBER:	MLP 7437 KFJ/BCW
NAME OF SUBMITTER:	Kurt F. James
Total Attachments: 3 source=00984825#page1.tif source=00984825#page2.tif source=00984825#page3.tif	

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (the "Assignment") is made effective as of April 29, 2009 by:

David L. Houghton

(the "Assignor")

in favor of:

**Mitek Holdings, Inc., a Delaware
corporation**

(the "Assignee")

WHEREAS, Assignee and Assignor have entered into that certain Stock Purchase Agreement wherein Assignor agreed to transfer, assign and convey certain assets of Assignor, including certain general intangibles of Assignor, to Assignee;

WHEREAS, pursuant to the Stock purchase Agreement, Assignor is obligated to assign to Assignee prior to the closing of the Stock Purchase Agreement all of its right, title, and interest in and to any Intellectual Property (as defined in the Stock Purchase Agreement) rights related to the business of Assignee and its subsidiaries and affiliates;

WHEREAS, Assignor is the owner of record of the entire right, title and interest in and to the inventions and improvements disclosed in U.S. Patent No. 7,178,296, titled STRUCTURAL JOINT CONNECTION PROVIDING BLAST RESISTANCE AND BEAM-TO-BEAM CONNECTION RESISTANT TO MOMENTS, TENSION and TORSION ACROSS A COLUMN, issued February 20, 2007 and any foreign equivalents claiming priority to the patent (the "Patent");

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the Patent.

NOW THEREFORE, Assignor in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **DOES HEREBY** irrevocably and unconditionally grant, sell, bargain, assign, transfer, convey and deliver to Assignee good and valid title, and all of Assignor's right, title and interest, free and clear of all liens, security interests and other encumbrances, in and to the Patent, and any patents or patent applications relating to the Patent, along with the right to sue for past infringement, including any reissues, reexaminations, extensions and foreign filings thereof, as fully and entirely as the same would have been held by Assignor had such sale, assignment and transfer not have been made.

TO HAVE AND TO HOLD the Patent, with all of the rights and appurtenances thereto belonging unto Assignee, for himself, his successors and assigns for their own use and behalf forever.


For good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor covenants that Assignor will do, execute and deliver, or will cause to be done, executed and delivered, all such further reasonable acts, transfers, assignments and conveyances, powers of attorney and assurances, for the better assuring, conveying and confirming unto Assignee, the entire right, title and interest in the Patent hereby sold, transferred, assigned, and conveyed as Assignee may reasonably require.

This Assignment and covenants and agreements herein contained shall inure to the benefit of Assignee, his successors and assigns, and shall be binding upon Assignor, its successors and assigns.

(signature page to follow)

IN WITNESS WHEREOF, intending to be legally bound hereby, Assignor has executed and delivered this Assignment as of the day and year first above written.

"ASSIGNOR"

By: 
Name: David L. Houghton

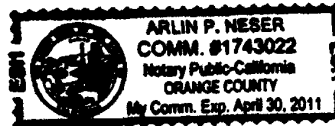
STATE OF CALIFORNIA)
) SS.
CITY OF ORANGE)

On this April ²⁸~~29~~, 2009, before me, ARLIN P. NESER, a Notary Public in and for said state, personally appeared David L. Houghton, known to me to be the person who executed the within Assignment, and who did state that said instrument was signed on behalf of said corporation, and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and said State aforesaid, the day and year first above written.

Notary Public





NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On this 28th day of April, 2009, before me, Arlin P. Nesor, a Notary Public, personally appeared DAVID L. HOUGHTON, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), ~~or the entity upon behalf of which the person(s) acted~~, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Arlin P. Nesor (Seal)

