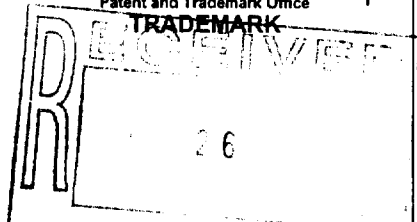


09-01-1999



RE 101134103 ET

TRADEMARKS ONLY



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type 8-26-99

New

Resubmission (Non-Recordation)
Document ID # _____

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger
Effective Date
Month Day Year _____

Change of Name

Other _____

Conveying Party Mark if additional names of conveying parties attached

Name Concept Enterprises, Inc. Execution Date
Month Day Year 05 03 1999

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization California

Receiving Party Mark if additional names of receiving parties attached

Name Mitek Corporation

DBA/AKA/TA DBA MITX

Composed of _____

Address (line 1) 4545 East Baseline Road

Address (line 2) _____

Address (line 3) Phoenix AZ 85040
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Illinois

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

09/01/1999 MTHA11 00000010 1834453

FOR OFFICE USE ONLY

01 FC:401 40.00 DP
02 FC:402 150.00 DP

190E

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

| Trademark Application Number(s) | | | Registration Number(s) | | |
|---------------------------------|----------------------|----------------------|--------------------------------------|--------------------------------------|--------------------------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="1834453"/> | <input type="text" value="1832004"/> | <input type="text" value="1715286"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="1800006"/> | <input type="text" value="1524402"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="1715288"/> | <input type="text" value="1825776"/> | <input type="text"/> |

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

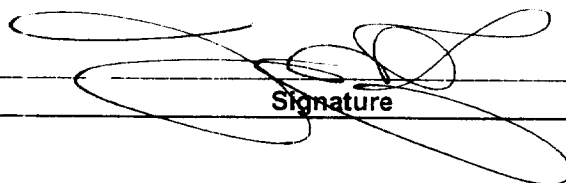
No

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. Charges to deposit account are authorized, as indicated herein.

Frank G. Long

Name of Person Signing



Signature

08/25/99

Date Signed

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY is made May 3, 1999 (this "Assignment") by Concept Enterprises, Inc., a California corporation ("Concept"), to Mitek Corporation, an Illinois corporation ("Mitek").

WHEREAS, the Coustic Division of Concept is engaged in the business of the sale of automotive audio speakers and electronic components (the "Business");

WHEREAS, Concept has adopted, owns and is using in the Business (hereinafter defined) the United States and foreign registrations, pending applications, common law trademarks trade dress, logos, slogans, and trade names disclosed in Exhibit A attached hereto and made a part hereof (the "Trademarks") and is the exclusive owner of such Trademarks and the goodwill of the business symbolized by such Trademarks and all common law rights associated therewith;

WHEREAS, Mitek is desirous of using the Trademarks and of acquiring the entire right, title and interest in, to and under the Trademarks and the goodwill of the business symbolized by such Trademarks in connection therewith; and

WHEREAS, Concept owns and is using in the Business the United States patents, patent applications, patent disclosures and inventions (wether or not patent able and whether or not reduced to practice) disclosed in Exhibit B attached hereto and made a part hereof (the "Patents");

WHEREAS, Concept has created or had created on its behalf, owns and is using the Business the unregistered copyrights and the copyrights subject to United States copyright registrations disclosed in Exhibit C attached hereto and made a part hereof (the "Copyrights");

WHEREAS, Concept owns and is using in the Business (i) data, data bases and related documentation; (ii) trade secrets, confidential information, and proprietary data and information including, without limitation, compilations of data (whether or not copyrighted or copyrightable); (iii) ideas, formulae, compositions, blends, processes, know-how, processes and techniques, research and development information, drawings, specifications, designs, plans, improvements, proposals, technical data, financial and accounting data, business and marketing plans, and customer and supplier lists and related information; and (iv) copies and tangible embodiments of the foregoing or of the Trademarks, Patents and Copyrights (in whatever form or medium) (the "Proprietary Rights");

WHEREAS, Concept and Mitek have entered into that certain Asset Purchase Agreement dated April 21, 1999, providing for the purchase by Mitek the goodwill and going concern value of the Business and certain assets of the Coustic Division of Concept, including the Trademarks, Patents, Copyrights, and Proprietary Rights (collectively, the "Intellectual Property").

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

1. Concept hereby sells, assigns, conveys and transfers unto Mitek all right, title and interest in, to and under the Trademarks, and any derivation thereof, together with (a) all associated common law rights, (b) the goodwill of the business symbolized by thereby, and (c) 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 Trademarks, as well as the right to seek any and all remedies available at law or in equity.
2. Concept hereby sells, assigns, conveys and transfers unto Mitek 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 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.
3. Concept hereby sells, assigns, conveys and transfers unto Mitek all right, title and interest in, to and under the Copyrights together with 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 Copyrights, as well as the right to seek any and all remedies available at law or in equity.
4. Concept hereby sells, assigns, conveys and transfers unto Mitek all right, title and interest in the Proprietary Rights and all rights and privileges granted and secured thereby, including, without limitation, the right to sue and recover for any past or continuing infringement or misappropriation of the Proprietary Rights, as well as the right to seek any and all remedies available at law or in equity.
5. Concept agrees that it will make no further use of the Intellectual Property except pursuant to licenses granted by Mitek.
6. All right, title and interest in the Intellectual Property shall be held and enjoyed by Mitek, 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 Concept if this Assignment had not been made. Without limitation to the foregoing, Concept assigns with the Intellectual Property 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.
7. Concept hereby covenants that it has full right to convey the entire right, title and interest in the Intellectual Property herein assigned.

IN WITNESS WHEREOF, the parties have caused this Assignment of Intellectual Property to be executed as of the date first written above.

CONCEPT ENTERPRISES, INC.

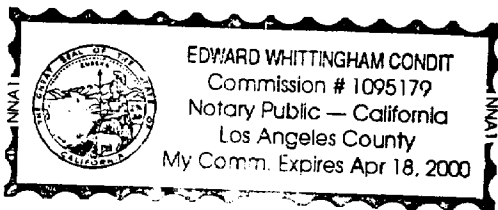
By: [Signature]
Eric M. Iwafuchi
Vice President

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

I, Edward Whittingham Condit, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Eric M. Iwafuchi, known personally to me executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF. I have hereunto set my hand and official seal this 3rd day of May, 1999.

[Signature]
Notary Public



My Commission Expires:
April 18, 2000

EXHIBIT A

TRADEMARKS

| MARK | COUNTRY | TYPE | REG. NO. | REG. DATE | APPLICATION SERIAL NO. | FILING DATE |
|--------------------------|---------------|---|-----------|-----------|------------------------|-------------|
| DESIGN REFERENCE COUSTIC | United States | Registered trademark | 1,834,453 | 05/03/94 | 74-309,287 | 08/26/92 |
| DESIGN REFERENCE | United States | Registered trademark | 1,800,006 | 10/19/93 | 74-246,068 | 02/13/92 |
| COUSTIC | United States | Registered trademark | 1,715,288 | 09/15/97 | 74-219,840 | 11/07/91 |
| DR. COUSTIC | United States | Registered trademark | 1,832,004 | 04/19/94 | 74-309,285 | 08/26/92 |
| COUSTIC EI design | United States | Common law trademark. Registration canceled December 13, 1988 | 1,192,464 | 03/23/82 | 73-266,736 | 06/17/80 |
| C COUSTIC EI design | United States | Common law trademark. Registration canceled July 5, 1988 | 1,175,959 | 11/03/81 | 73-266,735 | 06/17/80 |
| Stylized C | United States | Registered trademark | 1,715,286 | 09/15/92 | 74-219,790 | 11/07/91 |
| DRAGON | United States | Registered trademark | 1,524,402 | 02/14/89 | 73-728,467 | 05/16/88 |
| BASS PUMP | United States | Registered trademark | 1,825,776 | 03/08/94 | 74-316,952 | 09/23/92 |
| coustic.com | Worldwide | Common law trademark | N/A | N/A | N/A | N/A |

All other common law trademarks and trade names used in the Business.

EXHIBIT B

PATENTS

| PATENT | TYPE | PATENT NO. | DATE ISSUED |
|--|-----------------------------|------------|-------------------|
| "Audio System for Vehicular Application" (XM-3) | United States Patent | 4,905,284 | February 27, 1990 |
| "Audio System for Vehicular Application" (XM-7) | United States Patent | 5,111,508 | May 5, 1992 |
| "Audio System for Vehicular Application" (XM-5e) | United States Patent | 5,384,855 | January 24, 1995 |
| "Vehicular Loudspeaker" | United States Design Patent | D302,556 | August 1, 1989 |
| "Vehicular Loudspeaker" | United States Design Patent | D302,695 | August 8, 1989 |
| "Crossover Unit for Acoustic System" (XM-1) | United States Design Patent | D336,302 | June 8, 1993 |

EXHIBIT C

COPYRIGHTS

| COPYRIGHT | COUNTRY | REGISTRATION NO. | REGISTRATION DATE |
|--|----------------|-------------------------|--------------------------|
| XM-3 Mobile Electronic Crossover | United States | TX 2-782-502 | 04/23/90 |
| CD-3 AM/FM CD Player Operation & Installation Manual | United States | TX 2-782-503 | 04/23/90 |
| | | | |

All other copyrights and works of authorship used in the Business.