

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective assignment to correct REEL/FRAME: 002868/0705; to correct "composed of" misidentification of general partner as a Nevada Corporation when it is a Texas Corporation

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Innovative Aftermarket Systems, Inc.	Income Administrator Services, Inc.	05/24/2004	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Innovative Aftermarket Systems, L.P.
Composed Of:	COMPOSED OF IAS Management Services, Inc., a Texas Corporation
Street Address:	12800 Angel Side Drive
City:	Leander
State/Country:	TEXAS
Postal Code:	78641
Entity Type:	LIMITED PARTNERSHIP: TEXAS

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1850295	SAFELOK
Registration Number:	1968928	DIAL SMART CARD
Registration Number:	2124944	INVISIBLE PHANTOM FOOTPRINTS
Registration Number:	2756528	R.I.D.E. SAFE
Registration Number:	1781303	THEFT AVERT
Serial Number:	78009368	IAS
Serial Number:	78195202	IAS
Serial Number:	78187547	R.O.A.D. INTIRE
Serial Number:	78212666	SMART DEALER UNIVERSITY
Serial Number:	78095700	SMARTEYE
Serial Number:	78095694	SMARTMENU
Serial Number:	78095688	SMARTTRAC

CH \$340.00 1850295

Serial Number:

78212665

THE INSTITUTE OF HIGHER EARNING

CORRESPONDENCE DATA

Fax Number: (254)754-6331

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

Phone: (254) 755-4100

Email: henry@namanhowell.com

Correspondent Name: David G. Henry

Address Line 1: 900 Washington Avenue, Suite 700

Address Line 4: Waco, TEXAS 76701

NAME OF SUBMITTER:

David G. Henry

Total Attachments: 28

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TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

06/08/2004
900008920

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Innovative Aftermarket Systems, Inc.	Income Administrator services, Inc.	05/24/2004	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Innovative Aftermarket Systems, L.P.
Composed Of:	COMPOSED OF IAS Management Services, Inc., a Nevada Corporation
Street Address:	12800 Angel Side Drive
City:	Leander
State/Country:	TEXAS
Postal Code:	78641
Entity Type:	LIMITED PARTNERSHIP: TEXAS

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1850295	SAFELOK
Registration Number:	1968928	DIAL SMART CARD
Serial Number:	78009368	IAS
Serial Number:	78195202	IAS
Registration Number:	2124944	INVISIBLE PHANTOM FOOTPRINTS
Registration Number:	2756528	R.I.D.E. SAFE
Serial Number:	78187547	R.O.A.D. INTIRE
Serial Number:	78212666	SMART DEALER UNIVERSITY
Serial Number:	78095700	SMARTEYE
Serial Number:	78095694	SMARTMENU
Serial Number:	78095688	SMARTTRAC
Serial Number:	78212665	THE INSTITUTE OF HIGHER EARNING
Registration Number:	1781303	THEFT AVERT

CH \$340.00 1850295

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Phone: (254) 755-4100

Email: henry@namanhowell.com

Correspondent Name: David G. Henry

Address Line 1: 900 Washington Avenue, Suite 700

Address Line 4: Waco, TEXAS 76701

ATTORNEY DOCKET NUMBER:

20376-01

NAME OF SUBMITTER:

David G. Henry

Total Attachments: 26

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2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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4 TRADEMARK: SAFELOK

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6 REGIS. NO.: 1,850,295

7
8 **ASSIGNMENT OF REGISTERED TRADEMARK**

9
10 WHEREAS, **Innovative Aftermarket Systems, Inc.** ("Assignor"), is the owner of
11 the above-referenced mark and United States Patent and Trademark Registration;

12 NOW, THEREFORE, in consideration of the sum of one dollar and other good and
13 valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor
14 hereby assigns to **Innovative Aftermarket Systems L.P.**, a Texas limited partnership with
15 principle offices in Leander, Texas ("Assignee") all right, title and interest in and to the said
16 trademark, to any and all trademark registration(s) therefor, or application(s) for registration
17 thereof (domestic or foreign), the goodwill of the business symbolized by said trademark and
18 the registration(s) thereof, and all causes of action, known or unknown, pertaining thereto.

19 Assignor agrees to cooperate with Assignee or its successors or assigns to effect the
20 intent reflected by this document, without limitation, by signing all lawful papers, making
21 all rightful oaths, and generally doing everything reasonably necessary to aid said Assignee,
22 its successors, assigns and nominees, to take and perpetuate full ownership and control of the
23 assigned mark, application(s), and registration(s). Any actions taken, including recording
24 of this assignment, shall be at Assignee's sole expense.

25 This document is intended to supplement, not to supplant any provision of any other
26 contemporaneous agreement between the parties pertaining, in whole or in part, to the

1 trademark assignment reflected hereby. This document shall be construed according to its
2 fair meaning, and not for or against either party, regardless of authorship.
3

4 SIGNED this 24th day of May 2004.

5 Innovative Aftermarket Systems, Inc.
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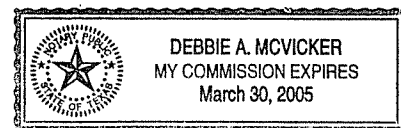
8 By: Paul A. Clinkscales
9 Paul Clinkscales, CFO
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15 STATE OF TEXAS *
16 COUNTY OF Texas *

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18
19 BEFORE ME, the undersigned authority, a Notary Public in and for the County and
20 State, on this day personally appeared Paul A. Clinkscales, Jr.,
21 known to me to be the person whose name is subscribed to the foregoing instrument and
22 acknowledged that he executed this agreement on behalf of
23 Innovative Aftermarket Systems, Inc. in his above-stated capacity.
24

25 GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of
26 May, 2004.
27

28 Debbie A. McVicker
29 Notary Public, State of Texas
30 My Commission Expires: 3/30/2005
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2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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4 TRADEMARK: DIAL SMART CARD

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6 REGIS. NO.: 1,968,928

7
8 **ASSIGNMENT OF REGISTERED TRADEMARK**

9
10 WHEREAS, **Innovative Aftermarket Systems, Inc.** ("Assignor"), is the owner of
11 the above-referenced mark and United States Patent and Trademark Registration;

12 NOW, THEREFORE, in consideration of the sum of one dollar and other good and
13 valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor
14 hereby assigns to **Innovative Aftermarket Systems L.P.**, a Texas limited partnership with
15 principle offices in Leander, Texas ("Assignee") all right, title and interest in and to the said
16 trademark, to any and all trademark registration(s) therefor, or application(s) for registration
17 thereof (domestic or foreign), the goodwill of the business symbolized by said trademark and
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19 Assignor agrees to cooperate with Assignee or its successors or assigns to effect the
20 intent reflected by this document, without limitation, by signing all lawful papers, making
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4 SIGNED this 24th day of May 2004.

5 Innovative Aftermarket Systems, Inc.

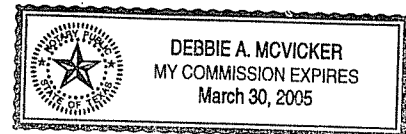
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8 By: Paul A. Clinkscales
9 Paul Clinkscales, CFO

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15 STATE OF TEXAS *
16 COUNTY OF Texas *

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23 Innovative Aftermarket Systems, Inc. in his above-stated capacity.

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26 May, 2004.

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28 Debbie A. McVicker
29 Notary Public, State of Texas
30 My Commission Expires: 3/30/2005
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2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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4 TRADEMARK: IAS

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6 APPL. NO.: 78/009,368

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8 **ASSIGNMENT OF APPLICATION FOR TRADEMARK REGISTRATION**

9
10 WHEREAS, **Innovative Aftermarket Systems, Inc.** ("Assignor"), is the owner of
11 the above-referenced mark and Application for Registration thereof;

12 NOW, THEREFORE, in consideration of the sum of one dollar and other good and
13 valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor
14 hereby assigns to **Innovative Aftermarket Systems L.P.**, a Texas limited partnership with
15 principle offices in Leander, Texas ("Assignee") all right, title and interest in and to the said
16 trademark, to any and all trademark registration(s) therefor, or application(s) for registration
17 thereof (domestic or foreign), the goodwill of the business symbolized by said trademark and
18 the registration(s) thereof, and all causes of action, known or unknown, pertaining thereto.

19 Assignor agrees to cooperate with Assignee or its successors or assigns to effect the
20 intent reflected by this document, without limitation, by signing all lawful papers, making
21 all rightful oaths, and generally doing everything reasonably necessary to aid said Assignee,
22 its successors, assigns and nominees, to take and perpetuate full ownership and control of the
23 assigned mark, application(s), and registration(s). Any actions taken, including recording
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26 contemporaneous agreement between the parties pertaining, in whole or in part, to the

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SIGNED this 24th day of May 2004.

Innovative Aftermarket Systems, Inc.

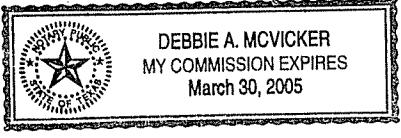
By: Paul A. Clinkscales
Paul Clinkscales, CFO

STATE OF TEXAS *
COUNTY OF Harris *

BEFORE ME, the undersigned authority, a Notary Public in and for the County and State, on this day personally appeared Paul A. Clinkscales, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed this agreement on behalf of Innovative Aftermarket Systems, Inc. in his above-stated capacity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of May, 2004.

Debbie A. McVicker
Notary Public, State of Texas
My Commission Expires: 3/30/2005



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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK: IAS

APPL. NO.: 78/195,202

ASSIGNMENT OF APPLICATION FOR TRADEMARK REGISTRATION

WHEREAS, **Innovative Aftermarket Systems, Inc.** ("Assignor"), is the owner of the above-referenced mark and Application for Registration thereof;

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to **Innovative Aftermarket Systems L.P.**, a Texas limited partnership with principle offices in Leander, Texas ("Assignee") all right, title and interest in and to the said trademark, to any and all trademark registration(s) therefor, or application(s) for registration thereof (domestic or foreign), the goodwill of the business symbolized by said trademark and the registration(s) thereof, and all causes of action, known or unknown, pertaining thereto.

Assignor agrees to cooperate with Assignee or its successors or assigns to effect the intent reflected by this document, without limitation, by signing all lawful papers, making all rightful oaths, and generally doing everything reasonably necessary to aid said Assignee, its successors, assigns and nominees, to take and perpetuate full ownership and control of the assigned mark, application(s), and registration(s). Any actions taken, including recording of this assignment, shall be at Assignee's sole expense.

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2 fair meaning, and not for or against either party, regardless of authorship.

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4 SIGNED this 24th day of May 2004.

5 Innovative Aftermarket Systems, Inc.

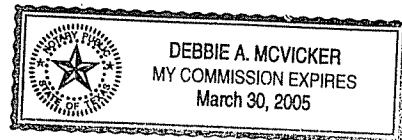
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8 By: Paul A. Clinkscales
9 Paul Clinkscales, CFO

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15 STATE OF TEXAS *
16 COUNTY OF Travis *

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19 BEFORE ME, the undersigned authority, a Notary Public in and for the County and
20 State, on this day personally appeared Paul A. Clinkscales, JR.,
21 known to me to be the person whose name is subscribed to the foregoing instrument and
22 acknowledged that he executed this agreement on behalf of
23 Innovative Aftermarket Systems LP in his above-stated capacity.

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26 May, 2004.

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29 Debbie A. McVicker
30 Notary Public, State of Texas
31 My Commission Expires: 3/30/2005
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2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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4 TRADEMARK: INVISIBLE PHANTOM FOOTPRINTS

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6 REGIS. NO.: 2,124,944

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8 **ASSIGNMENT OF REGISTERED TRADEMARK**

9
10 WHEREAS, **Innovative Aftermarket Systems, Inc.** ("Assignor"), is the owner of
11 the above-referenced mark and United States Patent and Trademark Registration;

12 NOW, THEREFORE, in consideration of the sum of one dollar and other good and
13 valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor
14 hereby assigns to **Innovative Aftermarket Systems L.P.**, a Texas limited partnership with
15 principle offices in Leander, Texas ("Assignee") all right, title and interest in and to the said
16 trademark, to any and all trademark registration(s) therefor, or application(s) for registration
17 thereof (domestic or foreign), the goodwill of the business symbolized by said trademark and
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5 Innovative Aftermarket Systems, Inc.

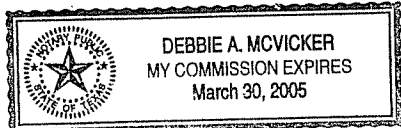
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8 By: Paul A. Clinkscales
9 Paul Clinkscales, CFO

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15 STATE OF TEXAS *
16 COUNTY OF Texas *

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23 Innovative Aftermarket Systems, Inc. in his above-stated capacity.

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26 May, 2004.

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29 Debbie A. McVicker
30 Notary Public, State of Texas
31 My Commission Expires: 3/30/2005



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2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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4 TRADEMARK: R.I.D.E. SAFE

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6 REGIS. NO.: 2,756,528

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8 **ASSIGNMENT OF REGISTERED TRADEMARK**

9
10 WHEREAS, **Innovative Aftermarket Systems, Inc.** ("Assignor"), is the owner of
11 the above-referenced mark and United States Patent and Trademark Registration;

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15 principle offices in Leander, Texas ("Assignee") all right, title and interest in and to the said
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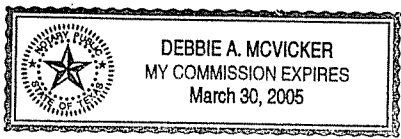
By: Paul A. Clinkscales
Paul Clinkscales, CFO

STATE OF TEXAS *
COUNTY OF Travis *

BEFORE ME, the undersigned authority, a Notary Public in and for the County and State, on this day personally appeared Paul A. Clinkscales, JR., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed this agreement on behalf of Innovative Aftermarket Systems, Inc. in his above-stated capacity.

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Debbie A. McVicker
Notary Public, State of Texas
My Commission Expires: 3/30/2005



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2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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4 TRADEMARK: R.O.A.D. INTIRE

5
6 APPL. NO.: 78/187,547

7
8 **ASSIGNMENT OF APPLICATION FOR TRADEMARK REGISTRATION**

9
10 WHEREAS, **Innovative Aftermarket Systems, Inc.** ("Assignor"), is the owner of
11 the above-referenced mark and Application for Registration thereof;

12 NOW, THEREFORE, in consideration of the sum of one dollar and other good and
13 valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor
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15 principle offices in Leander, Texas ("Assignee") all right, title and interest in and to the said
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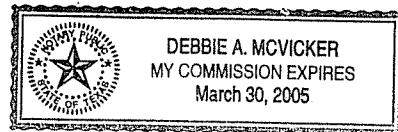
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8 By: Paul A. Clinkscales
9 Paul Clinkscales, CFO

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15 STATE OF TEXAS *
16 COUNTY OF Tarrant *

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29 Debbie A. McVicker
30 Notary Public, State of Texas
31 My Commission Expires: 3/30/2005
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1
2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

3
4 TRADEMARK: SMART DEALER UNIVERSITY

5
6 APPL. NO.: 78/212,666

7
8 **ASSIGNMENT OF APPLICATION FOR TRADEMARK REGISTRATION**

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10 WHEREAS, **Innovative Aftermarket Systems, Inc.** ("Assignor"), is the owner of
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17 thereof (domestic or foreign), the goodwill of the business symbolized by said trademark and
18 the registration(s) thereof, and all causes of action, known or unknown, pertaining thereto.

19 Assignor agrees to cooperate with Assignee or its successors or assigns to effect the
20 intent reflected by this document, without limitation, by signing all lawful papers, making
21 all rightful oaths, and generally doing everything reasonably necessary to aid said Assignee,
22 its successors, assigns and nominees, to take and perpetuate full ownership and control of the
23 assigned mark, application(s), and registration(s). Any actions taken, including recording
24 of this assignment, shall be at Assignee's sole expense.

25 This document is intended to supplement, not to supplant any provision of any other
26 contemporaneous agreement between the parties pertaining, in whole or in part, to the

1 trademark assignment reflected hereby. This document shall be construed according to its
2 fair meaning, and not for or against either party, regardless of authorship.

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4 SIGNED this 24th day of May 2004.

5 Innovative Aftermarket Systems, Inc.

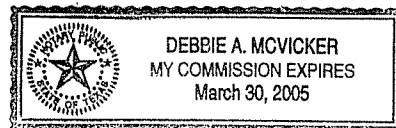
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8 By: Paul A. Clinkscales
9 Paul Clinkscales, CFO

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15 STATE OF TEXAS *
16 COUNTY OF Texas *

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19 BEFORE ME, the undersigned authority, a Notary Public in and for the County and
20 State, on this day personally appeared Paul A. Clinkscales, Jr.,
21 known to me to be the person whose name is subscribed to the foregoing instrument and
22 acknowledged that he executed this agreement on behalf of
23 Innovative Aftermarket Systems, Inc. in his above-stated capacity.

24
25 GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of
26 May, 2004.

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28 Debbie A. McVicker
29 Notary Public, State of Texas
30 My Commission Expires: 3/30/2005
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK: SMARTEYE

APPL. NO.: 78/095,700

ASSIGNMENT OF APPLICATION FOR TRADEMARK REGISTRATION

WHEREAS, **Innovative Aftermarket Systems, Inc.** ("Assignor"), is the owner of the above-referenced mark and Application for Registration thereof;

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to **Innovative Aftermarket Systems L.P.**, a Texas limited partnership with principle offices in Leander, Texas ("Assignee") all right, title and interest in and to the said trademark, to any and all trademark registration(s) therefor, or application(s) for registration thereof (domestic or foreign), the goodwill of the business symbolized by said trademark and the registration(s) thereof, and all causes of action, known or unknown, pertaining thereto.

Assignor agrees to cooperate with Assignee or its successors or assigns to effect the intent reflected by this document, without limitation, by signing all lawful papers, making all rightful oaths, and generally doing everything reasonably necessary to aid said Assignee, its successors, assigns and nominees, to take and perpetuate full ownership and control of the assigned mark, application(s), and registration(s). Any actions taken, including recording of this assignment, shall be at Assignee's sole expense.

This document is intended to supplement, not to supplant any provision of any other contemporaneous agreement between the parties pertaining, in whole or in part, to the

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2 fair meaning, and not for or against either party, regardless of authorship.

3
4 SIGNED this 24th day of May 2004.

5 Innovative Aftermarket Systems, Inc.

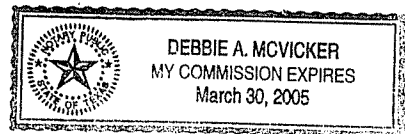
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8 By: Paul A. Clinkscales
9 Paul Clinkscales, CFO

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16 STATE OF TEXAS *
17 COUNTY OF Texas *

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20 State, on this day personally appeared Paul A. Clinkscales, Jr.,
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22 acknowledged that he executed this agreement on behalf of
23 Innovative Aftermarket Systems, Inc. in his above-stated capacity.

24
25 GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of
26 May, 2004.

27
28 Debbie A. McVicker
29 Notary Public, State of Texas
30 My Commission Expires: 3/30/2005
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2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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4 TRADEMARK: SMARTMENU

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6 APPL. NO.: 78/095,694

7
8 **ASSIGNMENT OF APPLICATION FOR TRADEMARK REGISTRATION**

9
10 WHEREAS, **Innovative Aftermarket Systems, Inc.** ("Assignor"), is the owner of
11 the above-referenced mark and Application for Registration thereof;

12 NOW, THEREFORE, in consideration of the sum of one dollar and other good and
13 valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor
14 hereby assigns to **Innovative Aftermarket Systems L.P.**, a Texas limited partnership with
15 principle offices in Leander, Texas ("Assignee") all right, title and interest in and to the said
16 trademark, to any and all trademark registration(s) therefor, or application(s) for registration
17 thereof (domestic or foreign), the goodwill of the business symbolized by said trademark and
18 the registration(s) thereof, and all causes of action, known or unknown, pertaining thereto.

19 Assignor agrees to cooperate with Assignee or its successors or assigns to effect the
20 intent reflected by this document, without limitation, by signing all lawful papers, making
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22 its successors, assigns and nominees, to take and perpetuate full ownership and control of the
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3

4 SIGNED this 24th day of May 2004.

5 Innovative Aftermarket Systems, Inc.

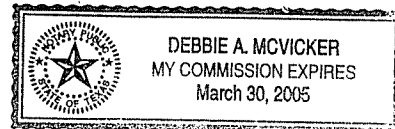
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8 By: Paul A. Clinkscales
9 Paul Clinkscales, CFO
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16 STATE OF TEXAS *
17 COUNTY OF Tarrant *

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19 BEFORE ME, the undersigned authority, a Notary Public in and for the County and
20 State, on this day personally appeared Paul A. Clinkscales, Jr.,
21 known to me to be the person whose name is subscribed to the foregoing instrument and
22 acknowledged that he executed this agreement on behalf of
23 Innovative Aftermarket Systems, Inc. in his above-stated capacity.
24

25 GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of
26 May, 2004.
27

28 Debbie A. McVicker
29 Notary Public, State of Texas
30 My Commission Expires: 3/30/2005
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2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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4 TRADEMARK: SMARTTRAC

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6 APPL. NO.: 78/095,688

7
8 **ASSIGNMENT OF APPLICATION FOR TRADEMARK REGISTRATION**

9
10 WHEREAS, **Innovative Aftermarket Systems, Inc.** ("Assignor"), is the owner of
11 the above-referenced mark and Application for Registration thereof;

12 NOW, THEREFORE, in consideration of the sum of one dollar and other good and
13 valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor
14 hereby assigns to **Innovative Aftermarket Systems L.P.**, a Texas limited partnership with
15 principle offices in Leander, Texas ("Assignee") all right, title and interest in and to the said
16 trademark, to any and all trademark registration(s) therefor, or application(s) for registration
17 thereof (domestic or foreign), the goodwill of the business symbolized by said trademark and
18 the registration(s) thereof, and all causes of action, known or unknown, pertaining thereto.

19 Assignor agrees to cooperate with Assignee or its successors or assigns to effect the
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4 SIGNED this 24th day of May 2004.

5 Innovative Aftermarket Systems, Inc.

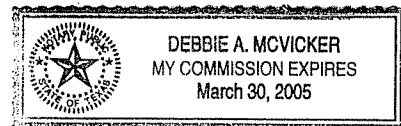
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8 By: Paul A. Clinkscales
9 Paul Clinkscales, CFO
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16 STATE OF TEXAS *
17 COUNTY OF Travis *

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19 BEFORE ME, the undersigned authority, a Notary Public in and for the County and
20 State, on this day personally appeared Paul A. Clinkscales, Jr.,
21 known to me to be the person whose name is subscribed to the foregoing instrument and
22 acknowledged that he executed this agreement on behalf of
23 Innovative Aftermarket Systems, LP in his above-stated capacity.
24

25 GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of
26 May, 2004.
27

28 Debbie A. McVicker
29 Notary Public, State of Texas
30 My Commission Expires: 3/30/2005
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1
2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

3 TRADEMARK: THE INSTITUTE OF HIGHER EARNING

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5 APPL. NO.: 78/212,665

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7
8 **ASSIGNMENT OF APPLICATION FOR TRADEMARK REGISTRATION**

9
10 WHEREAS, **Innovative Aftermarket Systems, Inc.** ("Assignor"), is the owner of
11 the above-referenced mark and Application for Registration thereof;

12 NOW, THEREFORE, in consideration of the sum of one dollar and other good and
13 valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor
14 hereby assigns to **Innovative Aftermarket Systems L.P.**, a Texas limited partnership with
15 principle offices in Leander, Texas ("Assignee") all right, title and interest in and to the said
16 trademark, to any and all trademark registration(s) therefor, or application(s) for registration
17 thereof (domestic or foreign), the goodwill of the business symbolized by said trademark and
18 the registration(s) thereof, and all causes of action, known or unknown, pertaining thereto.

19 Assignor agrees to cooperate with Assignee or its successors or assigns to effect the
20 intent reflected by this document, without limitation, by signing all lawful papers, making
21 all rightful oaths, and generally doing everything reasonably necessary to aid said Assignee,
22 its successors, assigns and nominees, to take and perpetuate full ownership and control of the
23 assigned mark, application(s), and registration(s). Any actions taken, including recording
24 of this assignment, shall be at Assignee's sole expense.

25 This document is intended to supplement, not to supplant any provision of any other
26 contemporaneous agreement between the parties pertaining, in whole or in part, to the

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trademark assignment reflected hereby. This document shall be construed according to its fair meaning, and not for or against either party, regardless of authorship.

SIGNED this 24th day of May 2004.

Innovative Aftermarket Systems, Inc.

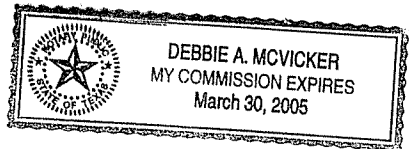
By: Paul A. Clinkscales
Paul Clinkscales, CFO

STATE OF TEXAS *
COUNTY OF Travis *

BEFORE ME, the undersigned authority, a Notary Public in and for the County and State, on this day personally appeared Paul A. Clinkscales, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed this agreement on behalf of Innovative Aftermarket Systems, LP in his above-stated capacity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of May, 2004.

Debbie A. McVicker
Notary Public, State of Texas
My Commission Expires: 3/30/2005



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2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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4 TRADEMARK: THEFT AVERT

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6 REGIS. NO.: 1,781,303

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8 **ASSIGNMENT OF REGISTERED TRADEMARK**

9
10 WHEREAS, **Innovative Aftermarket Systems, Inc.** ("Assignor"), is the owner of
11 the above-referenced mark and United States Patent and Trademark Registration;

12 NOW, THEREFORE, in consideration of the sum of one dollar and other good and
13 valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor
14 hereby assigns to **Innovative Aftermarket Systems L.P.**, a Texas limited partnership with
15 principle offices in Leander, Texas ("Assignee") all right, title and interest in and to the said
16 trademark, to any and all trademark registration(s) therefor, or application(s) for registration
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4 SIGNED this 24th day of May 2004.

5 Innovative Aftermarket Systems, Inc.

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7
8 By: Paul A. Clinkscales
9 Paul Clinkscales, CFO
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15 STATE OF TEXAS *
16 COUNTY OF Texas *

17
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19 State, on this day personally appeared Paul A. Clinkscales, JR.,
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21 acknowledged that he executed this agreement on behalf of
22 Innovative Aftermarket Systems, Inc. in his above-stated capacity.
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25 GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of
26 May, 2004.
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28 Debbie A. McVicker
29 Notary Public, State of Texas
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