

06-03-2004

FORM PTO-1595

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying part(ies):

Dennis Cole
Michael J. Skellern

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Shield Defense Technologies, Inc.

Street Address: 3001 Redhill Avenue, Bldg. 4
Suite 219
Costa Mesa, California 92626

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

Execution Date: 05/20/2004

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: 05/20/2004

A. Patent application No.(s)

B. Patent No.(s)

101851717

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Kenneth C. Bruley
Thomas, Kayden, Horstemeyer & Risley, L.L.P.
100 Galleria Parkway, Suite 1750
Atlanta, Georgia 30339-5948

6. Total number of applications/patents involved: [1]

7. Total fee (37 CFR 3.41) \$ \$40.00

- Enclosed
- Authorization to charge credit card (attached)

8. Deposit Account Number:

20-0778

(Attach duplicate copy of this page if paying by Deposit Account)

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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.

Kenneth C. Bruley

Typed Name

Signature

5/21/04

Date

Docket #: 192105-1010

Total number of pages including cover sheet, attachments, and document: [5]

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450
Alexandria, Virginia 22313-1450

PATENT
REEL: 015398 FRAME: 0362

22278 U.S. PTO
10/851717

062104

**ASSIGNMENT
OF UTILITY PATENT APPLICATION**

WHEREAS, the following parties:

<u>Name</u>	<u>Address</u>
Dennis Cole	1571 Summit Avenue, Cardiff By The Sea, CA 92007
Michael J. Skellern	15 Ronsard, Newport Coast, CA 92657

hereinafter referred to as ASSIGNOR, has/have invented certain new and useful improvements (“invention(s)”) as described and set forth in the below-identified utility application for United States Letters Patent entitled:

**SELF-DEFENSE FLASHLIGHT EQUIPPED
WITH AN AEROSOL DISPENSER,**

which was:

- executed on even date herewith,
- filed with the United States Patent and Trademark Office (USPTO) on _____, and assigned Serial No. _____, and
- further described in U.S. Provisional application entitled “LASER AND TEAR GAS EQUIPPED SELF-DEFENSE LED FLASHLIGHT,” filed with the USPTO on October 30, 2003, and assigned Serial No. 60/515,547.

Note: Only one of the first two checkboxes will be checked. The third checkbox will be checked, only if appropriate.

WHEREAS, Shield Defense Technologies, Inc., a wholly owned subsidiary of Universal Guardian Holding, Inc., having a place of business at 3001 Redhill Avenue, Building 4, Suite 219, Costa Mesa, California 92626, hereinafter referred to as ASSIGNEE, is desirous of acquiring ASSIGNOR’S interest in and to said invention(s), said utility application, said provisional application, and any U.S. and foreign patents which are related to the same.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by ASSIGNOR, ASSIGNOR has sold, assigned and transferred and does hereby sell, assign and

transfer unto ASSIGNEE, and ASSIGNEE'S successors and assigns, (a) the entire right, title and interest, for the United States of America, in and to said invention(s), said utility application, and said provisional application and all the rights and privileges in any application and under any and all patents that may be granted in the U.S. for said inventions, including all corresponding provisional, continuation, continuation-in-part, divisional, reissue, and reexamination applications; and (b) the entire right, title and interest in and to said invention(s), said utility application, and said provisional application for all countries foreign to the U.S., including all rights of priority arising from them, and all the rights and privileges under any and all forms of protection, including patents, that may be granted in said countries foreign to the U.S. for them.

ASSIGNOR authorizes ASSIGNEE to make application for such protection in its own name and maintain such protection in any and all countries foreign to the U.S., and to invoke and claim for any application for patent or other form of protection for said inventions, without further authorization from ASSIGNOR, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.


ASSIGNOR hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of ASSIGNEE to apply for patent or other form of protection for said inventions, said utility application, or said provisional application and to claim the aforesaid benefit of the right of priority.

ASSIGNOR requests that any and all patents for said inventions be issued to ASSIGNEE in the U.S. and to ASSIGNEE in all countries foreign to the U.S., or to such nominee as ASSIGNEE may designate.

ASSIGNOR covenants and agrees that, when requested, ASSIGNOR shall, without charge to ASSIGNEE but at ASSIGNEE'S expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable, or convenient in connection with the patent applications, patents, or other forms of protection of said invention(s), and for the defense and protection thereof if challenged in the court of law.

ASSIGNOR authorizes ASSIGNEE or its agents to insert, on ASSIGNOR'S behalf, the filing date and/or serial number above pertaining to the utility application and/or the provisional application, if not known as of the date of execution of this document.

Docket No. 192105-1010
Page 3 of 4
(Patent Assignment)



Dennis Cole


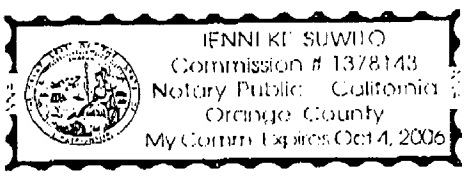
Date: 5-20-04

United States of America

State of California

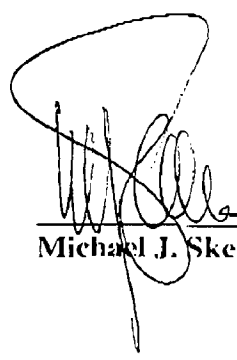
County of

On this 20th day of May, 2004, before me personally came **Dennis Cole** to me known to be the individual described above and who executed the foregoing instrument, or acknowledged execution of the same.


Notary Public

Oct. 4. 2006.
My Commission Expires (Date)

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Page 4 of 4
(Patent Assignment)



Michael J. Skellern

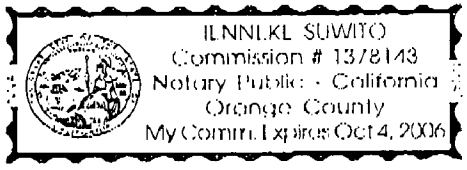
Date: MAY 20, 2004

United States of America

State of California

County of

On this 20th day of May, 2004, before me personally came **Michael J. Skellern** to me known to be the individual described above and who executed the foregoing instrument, or acknowledged execution of the same.



IlNNLKL Suwito
Notary Public

Oct. 4, 2006.
My Commission Expires (Date)