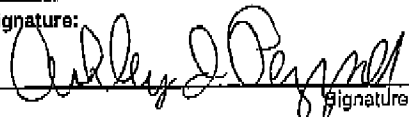


Form PTO-1595 (Rev. 03-05)
OMB No. 0651-0027 (exp. 6/30/2006)

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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies): UNIVERSITY OF DELAWARE Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>UD Technology Corporation</u> Internal Address: _____ Street Address: _____ 15 Innovation Way, Suite 103 City: <u>Newark</u> State: <u>Delaware</u> Country: <u>United States of America</u> Zip: <u>19711</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance/Execution Date(s): Execution Date(s): <u>June 26, 2004</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Security Agreement <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____	4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) <u>10/441655</u> B. Patent No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Ashley I. Pezzner</u> <u>CONNOLLY BOVE LODGE & HUTZ LLP</u> Internal Address: <u>Atty. Dkt.: 11657-00007-US</u> Street Address: <u>1007 North Orange Street</u> <u>P.O. Box 2207</u> City: <u>Wilmington</u> State: <u>DE</u> Zip: <u>19899</u> Phone Number: <u>(302) 658-9141</u> Fax Number: <u>(302) 658-5614</u> Email Address: <u>apezner@cblh.com</u>	6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>40.00</u> <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)
8. Payment Information a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number <u>03-2775</u> Authorized User Name <u>Ashley I. Pezzner</u>	
9. Signature: <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  _____ Ashley I. Pezzner - 35,646 Name of Person Signing </div> <div style="text-align: center;"> <u>7/25/05</u> _____ Date </div> </div> <div style="text-align: right; margin-top: 10px;"> Total number of pages including cover sheet, attachments, and documents: 2 </div>	

CH \$40.00 032775 10441655

ASSIGNMENT

This Assignment is effective this twenty eighth day of June, 2004 by and between the University of Delaware (University), a non-profit corporation of the State of Delaware and UD Technology Corporation (Corporation), a non-profit corporation of the State of Delaware.

WITNESSETH

WHEREAS, the University of Delaware is the co-owner of US Patent Application Serial No. 10/441,655 (UD03-22) titled, "Advanced Body Armor utilizing Shear thickening Fluids" (Patent);

WHEREAS, Corporation is desirous of securing all of the University of Delaware's rights, titles and privileges granted under the Patent Application;

NOW, THEREFORE, the parties agree as follows:

1. University hereby assigns, transfers, and conveys all of its right, title and interest in and to the Patent.
2. Corporation hereby undertakes, assumes and agrees to perform, pay or discharge all obligations of University accruing from and after the date hereof in respect of the Patent referenced in paragraph 1 above.
3. This agreement shall inure to the benefit of and be binding upon Corporation and its respective successors and assigns.
4. University retains a royalty free, nonexclusive license to practice the Patent for educational and research purposes.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date indicated below.

University of Delaware
By: Richard D. Holsten
Richard D. Holsten

Title: Associate Provost for Research

Date: 6/28/04

UD Technology Corporation
By: T W Fraser Russell
T W Fraser Russell

Title: President

Date: 6/28/04