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RECORDATION FORM COVER SHEET PATENTS ONLY Atty. Dkt. No. F0002 P301						
To the Director of the U.S. Patent and Trademark Office: Please	e record the attached documents or the new address(es) below.					
1. Name of conveying party(ies)/Execution Date(s): Foote-Mats, Inc.	2. Name and address of receiving party(ies) Name: <u>SmartGuards, LLC</u> Internal Address:					
Execution Date(s) <u>02/08/06</u> Additional name(s) of conveying party(ies) attached? Yes X No <b>3. Nature of conveyance:</b>	Street Address: PO Box 4010					
X       Assignment       Merger         Security Agreement       Change of Name         Government Interest Assignment         Executive Order 9424, Confirmatory License         Other	City:         East Lansing           State:         MI           Country:         USA         Zip:         48826					
4. Application or patent number(s): This A. Patent Application No.(s) 29/227,999	Additional name(s) & address(es) attached? Yes X No document is being filed together with a new application. B. Patent No.(s) tached? Yes X No					
5. Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved:					
Name: <u>Daniel L. Girdwood, Price Heneveld et al.</u> Internal Address:	7. Total fee (37 CFR 1.21 (h) & 3.41) \$ <u>40.00</u> Authorized to be charged by credit card X Authorized to be charged to deposit account Enclosed					
PO Box 2567           City:         Grand Rapids           State:         MI         Zip: 49501-2567	None required (government interest not affecting title)         8. Payment Information         Credit Card       Last 4 Numbers         Expiration					
Phone Number: <u>(616) 949-9610</u> Fax Number: <u>(616) 957-8196</u> Email Address:	Deposit Account Number <u>16 2463</u> Authorized User Name					
9. Signature: Signature Daniel L. Girdwood	Z/10/36 Date Total number of pages including cover 2 sheet, attachments, and documents;					
Signature     Daniel L. Girdwood     Name of Person Signing     Documents to be recorded (including cover she						

PATENT REEL: 017256 FRAME: 0171

P.03

## ASSIGNMENT

WHEREAS, Foote-Mats, Inc., PO Box 980, East Lansing, Michigan 48826, a corporation of the state of Michigan having a place of business at P.O. Box 980, East Lansing, Michigan 48826 (hereinafter referred to as Assignor), is the owner of certain new and useful improvements in HELMET WITH FACEGUARD for which an application for United States Letters Patent was executed on April 19, 2005, and bearing application Serial No. 29/227,999.

WHEREAS, SmartGuards, LLC, a domestic limited liability company of the state of Michigan having a place of business at 241 E. Saginaw, PO Box 4010, East Lansing, Michigan 48826, (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said invention and in and to any Letters Patent that may be granted therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable considerations, Assignor hereby sells, assigns and transfers unto said Assignee the full and exclusive right, title and interest to the said invention in the United States and in all foreign countries and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States and in any and all foreign countries and in divisions, reissues, continuations, continuation-in-part, and extensions thereof including the full right to claim for any such applications the benefits of the International Convention.

Assignor hereby authorizes and requests the Patent Office Officials in the United States and in any and all foreign countries to issue any and all of said Letters Patent, when granted, to said Assignee as the owner of the entire right, title and interest in and to the same, for the sole use and behoof of said Assignee, its successors and assigns.

FURTHER, Assignor agrees to communicate to said Assignee or its representatives any facts known to Assignor respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, continuation-in-part, substitution, renewal, and reissue applications, execute all necessary assignment papers to cause any and all of said Letters Patent to be issued to said Assignee, make all rightful oaths and generally do everything possible to aid said Assignee, its successors and assigns, to obtain and enforce proper protection for said invention in the United States and in any and all foreign countries.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by

its duly authorized officer this <u>Sth</u> day of <u>Fabruary</u> 2006.



FOOTE-MATS, INC.	
By: Children Frederick C. Foote	_
Title: President 2/8/06	
PATENT	-

REEL: 017256 FRAME: 0172

**RECORDED: 02/10/2006**