

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	ASSIGNMENT								
CONVEYING PARTY DATA									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Matthew Gelfand</td> <td>06/22/2006</td> </tr> <tr> <td>Brad Grubb</td> <td>06/22/2006</td> </tr> <tr> <td>Jon Jackson</td> <td>06/07/2006</td> </tr> </tbody> </table>		Name	Execution Date	Matthew Gelfand	06/22/2006	Brad Grubb	06/22/2006	Jon Jackson	06/07/2006
Name	Execution Date								
Matthew Gelfand	06/22/2006								
Brad Grubb	06/22/2006								
Jon Jackson	06/07/2006								
RECEIVING PARTY DATA									
Name:	Universal Safety Response, Inc.								
Street Address:	350 Fifth Avenue								
Internal Address:	Suite 3115								
City:	New York								
State/Country:	NEW YORK								
Postal Code:	10118								
PROPERTY NUMBERS Total: 1									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>11402093</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	11402093				
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Application Number:	11402093								
CORRESPONDENCE DATA									
Fax Number:	(212)822-5456								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
Phone:	2125305456								
Email:	fbruno@milbank.com								
Correspondent Name:	Frank A. Bruno								
Address Line 1:	1 Chase Manhattan Plaza								
Address Line 2:	Milbank, Tweed, Hadley & McCloy LLP								
Address Line 4:	New York, NEW YORK 10005-1413								
ATTORNEY DOCKET NUMBER:	36314-01200								
NAME OF SUBMITTER:	Frank A. Bruno								

CH \$40.00 11402093

Total Attachments: 4

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ASSIGNMENT OF APPLICATION FOR PATENT

WHEREAS:

GELFAND, Matthew, 277 Mallory Station Road, Suite 112, Franklin, TN 37067-8251

GRUBB, Brad, 277 Mallory Station Road, Suite 112, Franklin, TN 37067-8251

JACKSON, Jon, 277 Mallory Station Road, Suite 112, Franklin, TN 37067-8251

(hereinafter referred to as ASSIGNOR(S)), has made a discovery or invention entitled:

VEHICLE BARRIER SYSTEM

for which application for Letters Patent of the United States has been executed on even date herewith,

for which application for Letters Patent of the United States has been filed on April 10, 2006, under Serial No. 11/402,093, and

WHEREAS:

Universal Safety Response, 350 Fifth Avenue, Suite 3115, New York, New York 10118

(hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefore in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR(S) hereby sells, assigns and transfers to ASSIGNEE, its successors, legal representatives and assigns, the full and exclusive right, title and interest to said discovery or invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

I, SAID ASSIGNOR(S), hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and behalf of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

I, SAID, ASSIGNOR(S), hereby covenant that I have full right to convey the entire right, title and interest herein sold, assigned, transferred and set over;

AND I, SAID ASSIGNOR(S) hereby further covenant and agree that the ASSIGNEE, its successors, legal representatives, or assigns, may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that I will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to me respecting said discovery or invention, and execute and deliver and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns, and that it reissues of the said Letters Patent or disclaimers relating thereto, or divisions, continuations, or re-filings of the said applications, or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives, or assigns, sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation and reissue applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and

assigns, to obtain and enforce proper patent protection for said invention or discover in all countries, and without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

Assignor's signature: *Matthew Gelfand*
Matthew Gelfand

Citizenship: United States

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 27 day of JUNE, 2006

STATE OF) Tennessee

ss.:

COUNTY OF Williamson

On this 27 day of JUNE, 2006 before me, the undersigned authority, personally appeared to me

known and known to me to be the individual who is described in and who executed the foregoing Assignment, and who duly acknowledged to me that he executed the same as his own voluntary act and deed for the uses and purposed therein specified

Barbara L. Redmond
Notary Public Expires March 10, 2007



Assignor's signature: *Brad Grubb*

Brad Grubb

Citizenship: United States

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 22 day of JUNE, 2006

STATE OF) Tennessee

ss.:

COUNTY OF) Williamson

On this 22 day of JUNE, 2006 before me, the undersigned authority, personally appeared to me known and known to me to be the individual who is described in and who executed the foregoing Assignment, and who duly acknowledged to me that he executed the same as his own voluntary act and deed for the uses and purposed therein specified

Barbara L. Redmond
Notary Public Expires March 10, 2007



Assignor's signature: 
Jon Jackson

Citizenship: United States

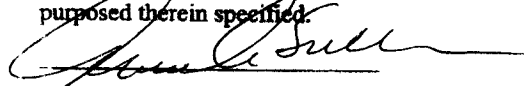
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 7 day of June, 2006.

STATE OF TN

ss.:

COUNTY OF Williamson

On this 7 day of June, 2006 before me, the undersigned authority, personally appeared to me known and known to me to be the individual who is described in and who executed the foregoing Assignment, and who duly acknowledged to me that he executed the same as his own voluntary act and deed for the uses and purposes therein specified.


Notary Public

06/11/08