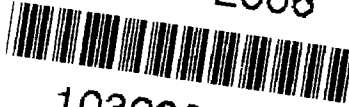


08-29-2006



103299118

EET

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

Re f. 2/1/06

1. Name of conveying party(ies)

William J. Sandy

2. Name and address of receiving party(ies)

Name: Diversified Global Services, Inc.

Internal Address: _____

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) June 08th, 2006

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

Street Address: P.O. Box 840338

City: Pembroke Pines

State: Florida

Country: USA Zip: 33084

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

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

10/308,351 filed Dec. 02nd, 2002 issued as

B. Patent No.(s)

6,976,820 issued Dec. 20th 2005

Additional numbers attached? Yes No

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

Name: Allen D. Hertz

Internal Address: _____

Street Address: 12784 Tulipwood Circle

City: Boca Raton

State: Florida Zip: 33428

Phone Number: 561 883-0115

Fax Number: 561 883-0115

Email Address: patents@galahadco.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Aug 21st, 2006

Date

Allen D. Hertz
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

21

Application Ser. No. 10/308,

Assignment



06-16-2006



103259184

6-13-02

Appn. No. 10/308,351

Filed: December 02nd, 2002

USPN: 6,976,820

Issued On: December 20th, 2005

Applicant: William J. Sandy

Title: **Bed Extension and Stepgate Pickup Truck Apparatus**

Examiner/GAU: Brahan, Thomas J. / 3652

Official Fax Number: 571 273-8300

Tel: (571) 272-6921

Transmitted on: 2006, June 10th

Assignment Submission

Commissioner of Patents and Trademarks
Patent and Trademark Office
United States Department of Commerce
P.O. Box 1450
Alexandria, VA 22313-1450

SIR:

Applicant requests to assign the pending application.

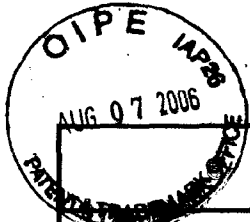
Please find the following attachments for the assignment:

- 1) Transmittal Correspondence (this paper)
- 2) Fee Transmittal (1 original / 1 copy)
- 3) Assignment (1 page)
- 4) Exhibit A (6 pages, including cover)
- 5) Exhibit B (2 pages, including cover)
- 6) Statement under 37 CFR 3.73(b)
- 7) Power of Attorney
- 8) Certificate of Mailing
- 9) Check Hertz / 3388 for \$120 (combined payment for three Records)
- 10) Return Postcard

06/14/2006 MBELETE1 00000039 10308351

01 FC:8021

40.00 DP



ASSIGNMENT OF APPLICATION

Docket Number (Optional)

Whereas, I/We, William J. Sandy of Dade City, FL, hereafter referred to as applicant, have invented certain new and useful improvements in Bed Extension and Stepgate Pickup Truck Apparatus

for which an application for a United States Patent was filed on December 02, 2002
Application Number 10/308,351 Patent No. 6,976,820 Issued on Dec. 20, 2005.

for which an application for a United States Patent was executed on _____, and
Whereas, Diversified Global Services, Inc. of Pembroke Pines, FL here referred to "assignee" whose mailing address is P.O. Box 840338, Pembroke Pines, FL 33084 is desirous of acquiring One Hundred (100%) the entire right, title and interest in the same;

Now, therefore, in consideration of the sum of TEN dollars (\$ 10.00), and other goods services, and payments as described in Exhibit A and Exhibit B, attached herein the receipt whereof is acknowledge, and other good and valuable consideration, I/We, the applicant(s), by these presents do sell, assign and transfer unto said assignee the full and exclusive right to the said invention in the United States and the entire rights, title and interest in and to any and all Patents which may be granted therefore in the United States. I/We hereby authorize and request the Director of the U.S. Patent and Trademark Office to issue said United States Patent to said assignee, of the entire right, title, and interest in and to the same, for his sole use and behoof; and for the use and behoof of his legal representatives, to the full end of the term for which said Patent may be granted, as fully and entirely as the same would have been held by me had this assignment and sale not been made.

Executed this 8th day of June, 2006

at BOCA RATON, FLORIDA

[Handwritten Signature]
Signature

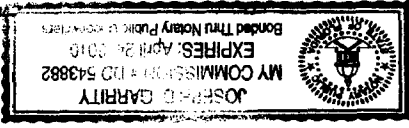
State of Florida
County of PALM BEACH SS: William J. Sandy
Printed Name/Registration No., if applicable

Before me personally appeared said WILLIAM J. SANDY

and acknowledged the foregoing instrument to be his free act and deed this 8th

day of June, 2006

Seal *[Handwritten Signature]*



Note: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, See below*.

Total of 1 forms are submitted.

This form offers a sample or suggested format for an assignment document. This sample form is not an OMB officially approved form.

Exhibit A

Diversified Global Services, Inc. Sandy-Hertz Agreement

AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into this 8th day of June, 2006 by and between Diversified Global Services, Inc., a Florida corporation ("DGS") and William J. Sandy and Allen D. Hertz, (collectively, "SANDY-HERTZ"), and is made with reference to the following facts and objectives:

RECITALS

A. SANDY-HERTZ are the owners of certain patents, patent applications, know-how and technology (hereinafter collectively referred to as the "Intellectual Property Rights") described on Exhibit "A" attached hereto.

B. The Intellectual Property Rights and Patent Rights are used to manufacture a tail gate assembly for pickup trucks.

C. DGS desires to license all of the Intellectual Property Rights including, without limitation, all Patent Rights, pursuant to the terms hereof.

Now, therefore, the parties hereto hereby agree as follows:

1. Assignment of Intellectual Property Rights: SANDY-HERTZ hereby assigns, sells, all of the Intellectual Property Rights including, without limitation, the Patent Rights and any copyright, registered design, trademark, know-how, trade secret, written applications, the right to make applications, and the right to sue for past and future infringements, the Patent Rights and the Intellectual Property Rights described on Exhibit "A" attached hereto to DGS. However, that assignment is automatically revoked upon default of these agreement by DGS. SANDY-HERTZ will have the right to seek an injunction ex parte should DGS default.

2. Obligations under Assignment of DGS: DGS is obligated to meet the following terms subsequent to the assignment described herein:

(a) DGS shall build prototypes of the technology, which will be displayed at SEMA (auto show) in November 2006;

(b) DGS shall work to have any and all required approvals by the necessary governmental agencies, in order to sell the units at the earliest possible date;

(c) DGS shall use its best effort to have production units available by December 31, 2006;

(d) DGS shall use its best efforts to sell the technology to automotive dealers master distributors, regional representatives and shall have installations pursuant



to sales orders with the above mentioned entities by the end of the 1st quarter of 2007.

(e) DGS shall install, or make payment on, a minimum of 2,000 units by the end of calendar year 2007; a minimum of an additional 4,000 by the end of calendar year 2008; a minimum of an additional 7,000 by the end of calendar year 2009; a minimum of an additional 9,000 by the end of calendar year 2010; a minimum of an additional 11,000 by the end of calendar year 2011; and, the 5th year minimum shall remain in effect throughout the life of this agreement.

(f) DGS shall make payments described in paragraph (e) in the amount of five percent (5%) of the Wholesale selling price for the technology licensed herein, such payments to be due on the fourteenth day of a particular calendar month following the end of the calendar month of receipt of payment by DGS. DGS shall submit to SANDY-HERTZ along with payment a report detailing the number of units incorporating Intellectual Property Rights for which payment was received during the prior month.

(g) **BUYOUT** – DGS may at anytime, provided that it is not in default, purchase the technology and patents rights described herein for a lump sum payment of 8 Millions Dollars to Sandy - Hertz.

(h) In the event of bankruptcy, all original intellectual property rights revert automatically to SANDY-HERTZ.

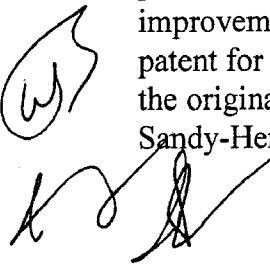
(i) All payments under this agreement are to be made directly to BDB trust account.

3. Default in Obligations by DGS: In the event DGS defaults in any obligations set forth in this Agreement, then, upon such default:

(a) SANDY-HERTZ will provide written notification of the default and DGS shall have sixty (60) days from the written notification to, and proof of notice, cure, where possible, the default. However, if the default is not one which can be cured, than termination, and default remedies shall exist upon the expiration of the 60 days from the proof of notification.

(b) SANDY-HERTZ shall retain all funds paid to them through the date of default;

(c) All Original Intellectual Property Rights existent on the above noted date shall be immediately returned to SANDY-HERTZ and DGS will cease and desist from all activities related to the licensed technology. DGS will keep, and or offer, to SANDY-HERTZ for purchase, at a price to be determined by an approved arbitrator, of both parties, any and all improvements that DGS has developed during the time that DGS has had exclusive rights to the patent for sale and development. SANDY – Hertz acknowledge that any and all improvements to the original Intellectual Property Rights will be considered the sole Intellectual Property of DGS. Sandy-Hertz will make no effort to use those rights as described herein without expressed written

Handwritten initials 'W' in a circle and a signature.

consent of DGS. DGS shall be entitled to any, and all remedies it has under the law to prosecute any and all violations of its Intellectual Property Rights.

(d) SANDY-HERTZ shall be entitled to any other remedies it has at law.

4. Books and Records: DGS agrees to make available to SANDY-HERTZ such books and records, using reasonable notification related to sales of units incorporating the Intellectual Property Rights as may be sufficient to substantiate the number of such units shipped and or for which payment was received, and the sales price of such units, for purposes of verifying the royalty calculations computed by DGS.

5. Execution of Additional Documents: The parties to this agreement agree to execute such other documents as may be necessary or appropriate to carry out the purposes of this Agreement including, without limitation, any instruments of assignment required by any United States of foreign governmental entity to effectively transfer and/or register any of the Intellectual Property Rights being transferred hereunder, or any Improvements which may, in the future, be transferred.

6. No Assignment: During the pendency of this Agreement, DGS shall not assign, transfer, pledge, hypothecate, license, sublicense or make any other transfer of any portion of the Intellectual Property Rights without the express written consent of SANDY-HERTZ. This provision shall not limit DGS's ability to sell products incorporating the Intellectual Property Rights through private labeling arrangements.

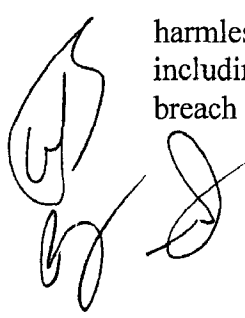
7. Notices: All notices and other communications to be made pursuant to this Agreement shall be in writing and shall be deemed to have been duly given on the date of service, if served personally on the party to whom service is given; on the date received, if sent via commercial carrier such as Federal Express or United Parcel Service; on the date received, if sent via facsimile and followed by mailing as hereafter provided; or on the second (2nd) day after mailing, if mailed to the party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid, and properly addressed as follows:

Noel Mason
Diversified Global Services, Inc.
PO Box 840338
Pembroke Pines, FL 33084

Joseph Garrity
Buckingham Doolittle & Burroughs, LLP
5355 Town Center Road, 9th Floor
Boca Raton, Florida 33486

Any party may change its address for the purpose of receiving notice in the manner provided for notices above.

8. Indemnity: Each party agrees to indemnify and hold the other party(ies) free and harmless from and against any and all claims, damages, causes of action, costs and expenses, including, without limitation, attorneys' fees, which may result to such party as a result of any breach or inaccuracy of any representation, warranty, obligation or covenant contained herein.



9. Miscellaneous Provisions:
- (a) Time of Essence: Time is of the essence of each provision of this Agreement.
 - (b) Successors and Assigns: This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.
 - (c) Governing Law: This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.
 - (d) Venue: Venue for suit on this Agreement shall be any place provided by law or Palm Beach County, Florida, each party agrees and consents to venue being proper in such county.
 - (e) Integrated Agreement: Modification: This instrument contains the entire agreement of the parties and cannot be amended or modified except by a written agreement, executed by each of the parties hereto.
 - (f) Waiver: No consent or waiver, express or implied, by either party to this Agreement or of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.
 - (g) Counterparts: This Agreement may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
 - (h) Severability: The unenforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.
 - (i) Disputes: The prevailing party in any litigation arising under or relating to this Agreement shall be entitled to judgment against the other for his or its costs and attorneys' fees for pursuing or defending such litigation.
 - (j) Survival: All representations and warranties contained herein shall survive the closing of this agreement.



IN WITNESS WHEREOF, the parties hereto have hereby executed this Agreement as of the date and year first above written.

Diversified Global Services, Inc.

[Handwritten signature]

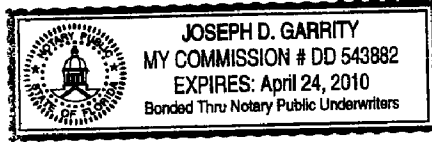
By: Noel Mason
Title: President



The foregoing instrument was sworn to and subscribed before me this 8th day of June, 2006 by Noel Mason, who produced identification and who did take an oath that the foregoing is the entire agreement between the parties.

[Handwritten signature]
Notary Public

Printed Name: JOSEPH D. GARRITY
Commission Expires:

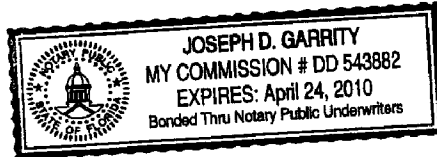


[Handwritten signature]
By: William J. Sandy

The foregoing instrument was sworn to and subscribed before me this 8th day of June, 2006 by William J. Sandy, who produced identification and who did take an oath that the foregoing is the entire agreement between the parties.

[Handwritten signature]
Notary Public

Printed Name: JOSEPH D. GARRITY
Commission Expires:



[Handwritten signature]
By: Allen D. Hertz

The foregoing instrument was sworn to and subscribed before me this 8th day of June, 2006 by Allen D. Hertz, who produced identification and who did take an oath that the foregoing is the entire agreement between the parties.

[Handwritten signature]
Notary Public

Printed Name: JOSEPH D. GARRITY
Commission Expires:

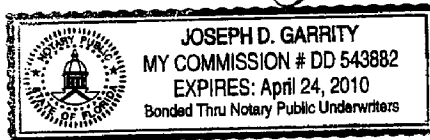


Exhibit B

Sandy – Galahad, Co. Agreement

Galahad, Co
Developer of Innovations

12784 Tulipwood Circle
Boca Raton, FL 33428

Galahadco@aol.com

Phone: (561) 883-0115
Fax: (561) 883-0115

CONTINGENCY AGREEMENT

This agreement is effective the 24th day of April, 2005 between William Sandy, having a principal location at 15251 Lake Iola Rd. Dade City, Florida, (hereinafter referred to as "Inventor") and Galahad, Co, a corporation having a principal location at 12784 Tulipwood Cir. Boca Raton, Florida 33428, represented by Allen D. Hertz, Vice President (hereinafter called "Galahad, Co").

Galahad, Co. will author the specifications, drawings and application papers, submit, and prosecute patent(s), including Divisionals, Continuations, and Continuations in Part respective to a *Stepgate Pickup Bed Extension and Pickup Steppate* (hereinafter called "Subject Area"). The Patent Application entitled "*Pickup Bed Extension and Pickup Steppate*" attached as exhibit A.

Galahad, Co. provides no guarantees of the patentability of the subject matter. Galahad, Co. will work with Inventor in order to obtain the optimal Claims.

Inventors are required to cover any out of pocket expenses, such as Patent Application Fees, Assignment fees, Fees Associated with Prosecution (based upon the current USPTO Fee Schedule at time of payment), photocopies, mailings, telephone calls, facsimile charges, etc. (all at actual incurred cost) Galahad, Co. will provide estimates prior to any work and invoices upon completion. Balance due within 30 days of Invoice.

For compensation, Inventor, will provide to Galahad, Co. the following as they relate to Product(s) described by the Subject Area:

32% of all Income / Royalties from the Product(s)

The compensation would be enforceable through the life of the products covered by the information described by the subject area, including any licensing or royalties, and to the income to the Inventor.

The Product(s) are defined as any items described within the patent applications. The calculations are non-stacking, i.e.: should a single product include two or more concepts, the calculations are based upon the income of the product(s)

Inventor, will provide quarterly reports on progress and income to Galahad, Co. within 30 days of the quarters end i.e.: March 30, June 30, Sept 30, and December 30 of each year. Contingency Fee Payments will be to Galahad, Co. and made quarterly and will be provided within the same time period, over 30 days delinquent may be assessed a 1% per month, 12% per year late at the discretion of Galahad, Co.

There are no verbal agreements. Any amendments to this agreement must be in writing.

This agreement includes exhibit A: Subject Area.

This agreement includes exhibit B: General Release of Galahad, Co. and Allen D. Hertz.

Receiving Party Initials _____

Inventor Initials WS

Inventor, a private party
Lake Iola, FL

By: _____

William Sandy, Inventor

Date: 24 Apr 05

Galahad Co.
a Florida Corporation

By: _____

Allen D. Hertz, Vice President

Date: 10 Apr, '05

Inventor Initials WS

Galahad, Co. Initials ADH