

03-30-2007

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U.S. PTO
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03/19/2007

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ATTY. DOCKET NO. 371/2

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying part(ies):

Charles L. Fuqua
Steven S. Kahre

2. Name and address of receiving party(ies):

Name: Patriot3, Inc.

Internal Address: Same as Street Address

Street Address: 10941 Houser Drive

City/State/Zip: Fredericksburg, Virginia 22408

Additional name(s) of conveying party(ies) attached? [] Yes [XX] No Additional name(s) & address attached? [] Yes [XX] No

3. Nature of Conveyance:

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

Execution Date March 19, 2007

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: March 19, 2007

A. Patent Application No.(s)

B. Patent Registration No.(s)

Additional numbers attached? Yes [XX] No

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

Name: Jeffrey J. Schwartz
SCHWARTZ LAW FIRM, P.C.
SouthPark Towers
6100 Fairview Road, Suite 1135
Charlotte, NC 28210

6. Total Number of applications and registrations involved:

one

7. Total Fee (37 C.F.R. 3.41) \$ 40.00
 Enclosed
Authorized to be charged to deposit for deficiencies only

8. Deposit Account No.

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.

Jeffrey J. Schwartz
Name of Person Signing

March 19, 2007
Date

Total number of pages including cover sheet, attachments, and document: 4

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4 FC:8021

40.00 OP

Schedule A

Patent(s)/Application(s)

Country	Title	Appl./Pat No.	Filing/Issue Date
USA	TACTICAL VEHICLE WITH LINE DEPLOYMENT TOWER		

PATENT ASSIGNMENT

THIS ASSIGNMENT, effective as of the last date executed below, is by and between Charles L. Fuqua and Steven S. Kahre, citizens and residents of the United States of America and residing at 14451 Minnieville Road, Woodbridge, Virginia, 22193 and 9407 Quail Meadows Drive, Spotsylvania, Virginia, 22553, respectively ("ASSIGNORS"), and Patriot3, Inc., a corporation organized under the laws of the State of Virginia, and having a place of business at 10941 Houser Drive, Fredericksburg, Virginia, 22408, USA ("ASSIGNEE").

WHEREAS, ASSIGNORS are co-inventors and co-owners of the unencumbered right, title, and interest in and to the patent application identified in Schedule A hereto (hereinafter "Patent"); and

WHEREAS, ASSIGNORS desire to transfer their right, title and interest in and to said Patent to ASSIGNEE; and ASSIGNEE desires to acquire ASSIGNORS' right, title, and interest in and to said Patent;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intention of being legally bound hereby, the parties agree as follows:

1. ASSIGNORS hereby irrevocably grant, sell, transfer, convey, assign and set over to ASSIGNEE, its successors and assigns, free of all encumbrances, the entire right, title, and interest in perpetuity in and to said Patent, the inventions claimed or disclosed therein, and all embodiments owned by ASSIGNORS, in United States and worldwide, including: (a) all original, reissued, and re-examined letters Patent, and renewals and extensions thereof, that originate therefrom in the United States and in foreign countries, (b) all formal, continuation, divisional, continuation-in-part and substitute patent applications that may be filed therefor in the United States and in foreign countries, and (c) all original, reissued, and re-examined letters Patent, and renewals and extensions thereof, that may issue from said formal, continuation, divisional, continuation-in-part and substitute applications, (d) together with all causes of action, the right to enforce said Patent through any legal or administrative proceedings, the rights to all income derived from said Patent, including the right to all unpaid royalties with respect to the use of any such Patent, and any and all interests, claims, and rights for damages, profits, and other awards by reason of any past infringement of the Patent, for ASSIGNEE's own use and behalf and for the use and behalf of its successors and assigns or other legal representatives; said Patent to be held and enjoyed by ASSIGNEE, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by ASSIGNORS if this Assignment had not been made.

2. ASSIGNORS hereby covenant with ASSIGNEE that ASSIGNORS are the sole lawful owners of the aforesaid rights, and that ASSIGNORS have good right to sell and transfer the same to ASSIGNEE.

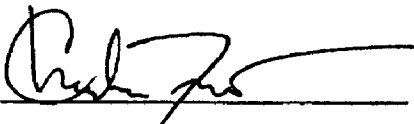
3. ASSIGNORS agree, at the request and expense of ASSIGNEE, to perform such proper additional acts, and to execute such additional documents: (a) as are deemed necessary by the ASSIGNEE or by the governmental agencies having jurisdiction over said Patent to effect the transfer of all of ASSIGNORS' right, title and interest therein to ASSIGNEE, its successors and assigns, (b) for maintaining and perfecting ASSIGNEE's rights to the Patent, and (c) as may be or become necessary for obtaining, sustaining, re-examining, or reissuing said Patent. In furtherance thereof, ASSIGNORS hereby authorize such governmental agencies to identify ASSIGNEE as the owner of all letters patent issuing from applications pending among said Patent.

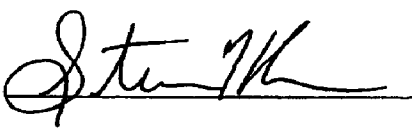
4. This Assignment constitutes the entire agreement between the parties relating to the assignment of the Patent; this Assignment supersedes any prior oral or written agreement or understanding between the parties relating to the Patent's assignment.

5. The United States Patent Law and the laws of the State of North Carolina, U.S.A., relating to contracts made and to be performed in the State of North Carolina will govern the construction, operation and enforcement of this Assignment; and any action or proceeding based on this Assignment or arising out of its performance must be brought in a Federal or State Court of competent jurisdiction in North Carolina and in no other jurisdiction.

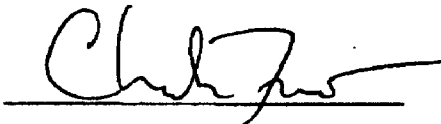
IN WITNESS WHEREOF, ASSIGNORS and ASSIGNEE executed this Assignment on the date(s) set forth below.

ASSIGNORS

Signature: 
Printed Name: Charles Fuqua
Date: 3/19/07

Signature: 
Printed Name: Steven Kahre
Date: 3/19/07

ASSIGNEE

Signature: 
Printed Name: Charles Fuqua
Title: PRESIDENT
Date: 3/19/07