

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Stealthdrive LLC	05/01/2007
RECEIVING PARTY DATA	
Name:	Stealthdrive, Inc.
Street Address:	2020 14th Street, Suite 700
Internal Address:	David Dort
City:	Arlington
State/Country:	VIRGINIA
Postal Code:	22201
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7142419
Patent Number:	D535298
CORRESPONDENCE DATA	
Fax Number:	(202)318-7729
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>
Phone:	2024231085
Email:	ddort@dort.com
Correspondent Name:	Stealthdrive, Inc.
Address Line 1:	Box 26219 Crystal City Station
Address Line 2:	David Dort
Address Line 4:	Arlington, VIRGINIA 22215
ATTORNEY DOCKET NUMBER:	STEALTHG2
NAME OF SUBMITTER:	David B. Dort
Total Attachments: 9 source=Stea-IP transfer 050207#page1.tif	

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Purchase Agreement Between Stealthdrive LLC and Stealthdrive, Inc.

This Purchase Agreement is entered into this 1st Day of May, 2007 between, Stealthdrive LLC, a limited liability company formed under the laws of Wyoming and Stealthdrive, Inc., a corporation formed under the laws of Virginia.

Whereas, the controlling management of Stealthdrive LLC has decided to combine the intellectual property assets of multiple entities, including Stealthdrive LLC to form a single research and development entity; and

Whereas, the directors of Stealthdrive, Inc. seek to combine the intellectual property assets for development purposes,

It is hereby decided that:

Stealthdrive, Inc. will tender 7,000 shares of its initially issued stock to Stealthdrive LLC in exchange for all of its intellectual property assets as set forth in the separately executed Intellectual Property Purchase Agreement, which is incorporated by reference herein.

This document to be governed by the laws of Virginia.

Agreed to this 1st day of May, 2007.

By: Stealthdrive LLC



David Bogart Dort
Manager

By: Stealthdrive, Inc.



David Bogart Dort
Director (Acting)

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Assignment") is made and entered into this 1st Day of May, 2007 by and among Stealthdrive LLC, a Limited Liability Company formed under the laws of the Wyoming ("Assignor"), and Stealthdrive, Inc. a Corporation formed under the laws of Virginia ("Assignee").

Whereas pursuant to an agreement of even date herewith by and between assignor and assignee, assignee has agreed to purchased substantially all of the assets of assignor;

Whereas pursuant to the agreement, Assignor agree to irrevocably assign to Assignee Assignor's entire right, title and interest in and to the Intellectual Property (as defined below);

Now, therefore, for valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

Definitions

The following definitions shall apply to this agreement:

"Copyrights" means all US and foreign registered copyrights, copyright applications, unregistered copyrights, copyrightable works whether governed and protected by various international treaties or not, computer software (including, without limitation, data source codes, object codes, specifications, and related documentation) and mask works, including, without limitation, the registrations or applications, including those set forth on Exhibit C.

"Intellectual Property" means all Patents, Trademarks, and Copyrights and Trade Secrets and applications therefore, owned by Assignor.

"Patents" mean all letters patent, pending applications, and expired or abandoned applications for patents of the United States and all foreign countries, including regional patents, certificates of invention and utility models, rights of license or otherwise to or under all letters patent, all inventions (whether patentable or unpatentable and whether or not reduced to practice) and all improvements thereto that have been conceived and reduced to practice as of the date of this Assignment, and all reissues, reexaminations, division(al)s, continuations, continuations-in-part, and extension thereof, including, without limitation, the patents and patent applications set forth on Exhibit A and any patent application claiming priority to those applications.

"Trademarks" means all United States and foreign registered trademarks and service marks, domain name rights, and all trademark and service mark applications, whether pending or abandoned, unregistered trademarks and service marks, trade dress, logos, trade names, fictitious names, brand names, brand marks, and corporate names, together

with all translations, adaptations, derivations, and combinations thereof, including without limitation, the trademarks and service marks set forth on Exhibit B.

“Trade Secrets” includes, but is not limited to all United States and foreign trade secrets and confidential business information (including, without limitation, ideas, research, and development, know-how, formulae, compositions, manufacturing and production processes and techniques, proprietary rights, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals) owned or licensed by Assignor or used in connection with the Business (as defined in the transfer agreement).

Copyrights

1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Copyrights, including but not limited to renewal rights, therein, the right to obtain registrations of the Copyrights in the United States and throughout the world, moral rights therein, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof all in Assignee's sole name.
2. Assignor hereby authorizes and requests the United States Register of Copyrights to record Assignee as the owner of, and to issue in accordance with this instrument, all of the Copyrights, as necessary.
3. Assignor shall further cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/ or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest, and/or record Assignee's full and complete ownership of the Copyrights with equivalent foreign offices.

Trademarks

4. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including but not limited to renewal rights therein, all domain name registrations held or used by the businesses, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof all in Assignee's sole name.
5. Assignor hereby authorizes and requests the United States Commissioner of Trademarks to record Assignee as the owner of, and to issue in accordance with this instrument, all of the Trademarks, as necessary.
6. Assignor shall further cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/ or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in

Assignee's sole discretion, to consolidate, confirm, vest, and/or record Assignee's full and complete ownership of the Trademarks with equivalent foreign offices or with domain name registrars.

Patents

7. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Patents, including but not limited to renewal rights therein, the right to obtain patent or equivalent protection of the Patents in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof all in Assignee's sole name. The Assignor explicitly transfers the right to recover for infringement of any patent that occurred prior to the execution of this assignment.
8. Assignor hereby authorizes and requests the United States Commissioner of Patents to record Assignee as the owner of, and to issue in accordance with this instrument, all of the Patents, as necessary.
9. Assignor shall further cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/ or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest, and/or record Assignee's full and complete ownership of the Patents with equivalent foreign offices.

Trade Secrets

10. Assignor hereby sells, assigns and transfers to Assignee all of the Assignor's right, title and interest in and to the Trade Secrets, including but not limited to the right to sue and recover any and all damages, profits, and any and all other remedies, for past, present or future misappropriations or violations thereof, all in Assignee's sole name.
11. Assignor agree that, if applicable, it will reasonably assist Assignee in acquiring and maintaining any available protections for, and confirming Assignee's title to, the Trade Secrets, at Assignee's sole expense.

General Provisions

12. Entire Agreement. This Assignment may only be modified in a written instrument executed by the parties.
13. Representations and Warranties. Assignor represents, covenants and warrants with and to Assignee that (a) Assignor has all of the right, title and interest necessary to grant Assignee the rights granted to Assignee hereunder; and (b) Assignor has not previously sold assigned or otherwise transferred, in whole or in part, any of its right, title and interest in and to the Intellectual Property.
14. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and permitted assigns.
15. Governing Law. This Assignment shall be governed by and construed under the laws of the State of Virginia excluding any conflicts of laws rule or principle that

might refer the governance of construction of this Assignment to the law of another jurisdiction.

16. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.
17. Counterparts. This assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
18. Headings. All headings contained in this Assignment are for the reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

IN WITNESS THEREOF, the parties hereto have caused this Assignment to be duly executed on the day and the year first above written.

Stealthdrive LLC

By: 

David Bogart Dort
Manager

Stealthdrive, Inc.

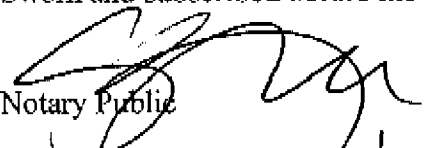
By: 

David Bogart Dort
Director (Acting)

State of Virginia
County of Arlington

David Bogart Dort, being duly sworn, says that he is the manager of Stealthdrive, a Limited Liability Company formed under the laws of the Wyoming and he did sign the Intellectual Property Assignment on behalf Stealthdrive LLC pursuant to due authority.

Sworn and subscribed before me this 1st day of May, 2007/


Notary Public
My commission expires 9/30/08

SEAL.

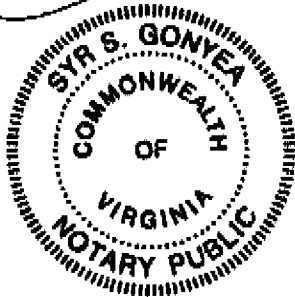


Exhibit A
 Patents and Patent Applications
 Pending and Abandoned
 Stealthdrive LLC

ID or Serial No.	Filing date	MATTER/PATENT TITLE
60/554,364	3/19/2004	HARD DRIVE HAVEN
10/924,339	8/23/2004	LIFE EXTENSION IN HARD DISK DRIVES THROUGH VIBRATION DAMPENING USING PRE-STRESSED POLYMER SPRINGS
10/711,104	8/23/2004	LIFE EXTENSION IN HARD DISK DRIVES THROUGH VIBRATION AND THERMAL DAMPENING USING POLYMER SPRINGS
US05/09436	3/19/2005	PCT APPLICATION (from 924,339)
10/593,118	9/18/2005	Hard disk drive vibration and shock dampening using polymer springs
60/522,626	10/21/2004	REDUCED-WEIGHT HARD DISK DRIVE REMOVABLE PROTECTIVE CONTAINER WITH COST-EFFECTIVE MANUFACTURING PROCESS
29/216,893	11/9/2004	FACE-PLATE FOR REMOVABLE HARD DISK DRIVE CONTAINER (Design Patent)
60/593072	12/7/2004	REDUCED COST MANUFACTURING SOLUTIONS "ONE-HIT" FOR EMC SHIELDING OF COMPUTER ENCLOSURES
11/012,896	12/15/2004	REDUCED COST MANUFACTURING SOLUTIONS "ONE-HIT" FOR EMC SHIELDING OF COMPUTER ENCLOSURES
11/162,887	9/27/2005	ELECTROMAGNETIC INTERFERENCE SHIELDING STRUCTURES FOR COMPUTER HARD-DRIVE ENCLOSURES
11/269,902	11/9/2005	Molded or stamped gasketless hard disk drive enclosures
US05/44188	12/15/2004	REDUCED COST MANUFACTURING SOLUTIONS "ONE-HIT" FOR EMC SHIELDING OF COMPUTER ENCLOSURES
60/804,584	6/13/2006	RETROFIT-ABLE VIBRATION AND SHOCK CONTROL PROTECTIVE ENCLOSURES FOR HARD DISK DRIVES AND ARRAYS THEREOF
60/886,843	1/26/2007	Electromagnetic Interference (EMI) Shielding in Hard-Drive and Electronics Enclosures by Forming Tubular Patterns in Low-Temperature, Easily-Formed or Drawn Materials including Conductive Fibers or Conductive Interior Layers

Exhibit B
Trademarks

STEALTHDRIVE, US Registration No. 3,144,278, Registered 9/19/2006, filed
10/26/2004.

Exhibit C
Copyrights