

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	ASSIGNMENT						
CONVEYING PARTY DATA							
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Gary Palmer</td><td>08/04/2008</td></tr><tr><td>Jeffrey Kennedy</td><td>08/04/2008</td></tr></tbody></table>	Name	Execution Date	Gary Palmer	08/04/2008	Jeffrey Kennedy	08/04/2008	
Name	Execution Date						
Gary Palmer	08/04/2008						
Jeffrey Kennedy	08/04/2008						
RECEIVING PARTY DATA							
Name:	Xenonics Holdings, Inc.						
Street Address:	2236 Rutherford Road, Suite 123						
City:	Carlsbad						
State/Country:	CALIFORNIA						
Postal Code:	92008						
PROPERTY NUMBERS Total: 1							
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>29322616</td></tr></tbody></table>	Property Type	Number	Application Number:	29322616			
Property Type	Number						
Application Number:	29322616						
CORRESPONDENCE DATA							
Fax Number:	(215)542-5825						
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>							
Phone:	215-542-5824						
Email:	edraegert@PHD-IP.COM						
Correspondent Name:	Howard IP Law Group						
Address Line 1:	P.O. Box 226						
Address Line 4:	Fort Washington, PENNSYLVANIA 19034						
ATTORNEY DOCKET NUMBER:	XEN-14-US						
NAME OF SUBMITTER:	Ellen M. Draegert						
Total Attachments: 3 source=assign#page1.tif source=assign#page2.tif source=assign#page3.tif							

CH \$40.00 29322616

PATENT

500615462

REEL: 021358 FRAME: 0034

**INVENTION ASSIGNMENT**

WHEREAS, we

**Gary Palmer of 5102 Whitman Way, #210; Carlsbad California 92008; and  
Jeffrey Kennedy of 28412 Via Mondano, San Juan Capistrano, California 92675**

(hereinafter referred to as ASSIGNORS have invented certain inventions relating to a **PORTABLE SEARCHLIGHT** and for which a United States Application for Patent was filed:

☒ herewith under the above-identified docket number.

☐ on \_\_\_\_\_, and assigned U.S. application serial no. \_\_\_\_\_.

WHEREAS, **Xenonics Holdings, Inc., a corporation** having a place of business at **2236 Rutherford Road, Suite 123, Carlsbad, California 92008**, United States of America (hereinafter referred to as ASSIGNEE) is desirous of acquiring the entire interest in, to and under said inventions and any and all patents to be obtained therefor;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, ASSIGNORS hereby sell, assign, and transfer to ASSIGNEE, and the successors, assigns and legal representatives of the ASSIGNEE, all of ASSIGNORS' right, title and interest in and to said inventions and said application and to any and all inventions described in said application for the United States, its territorial possessions and all foreign countries, and all of ASSIGNORS' right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all foreign countries, and in and to any and all continuations-in-art, continuations, divisions, substitutes, reissues, extensions, renewals, and reexaminations thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions, agreements, acts, and treaties;

ASSIGNORS request that any and all patents for said inventions be issued to said ASSIGNEE, its successors, assigns and legal representatives, or to such nominees as it may designate.

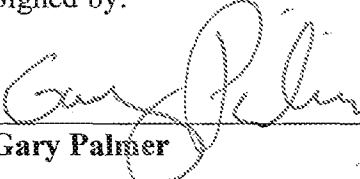
ASSIGNORS authorize and empower the ASSIGNEE, its successors, assigns and legal representatives to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from ASSIGNORS.

ASSIGNORS hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file this or a like document which may be required in any country for any purpose and more particularly in proof of the right of the said ASSIGNEE, its successors, assigns, and legal representatives, to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

ASSIGNORS agree that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said ASSIGNEE, its successors, assigns and legal representatives, the ASSIGNORS will execute all continuations-in-part, continuations, divisions, substitutes, reissues, extensions, renewals, and reexamination thereof and any legal equivalent thereof in a foreign country, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings and any legal equivalent thereof in a foreign country; communicate to said ASSIGNEE, its successors, assigns, and legal representatives, all facts known to the ASSIGNORS relating to said inventions and the history thereof; and generally do everything possible which said ASSIGNEE, its successors, assigns or legal representatives, shall consider desirable for aiding in securing, maintaining and enforcing patent protection for said inventions and for vesting title to said inventions and all applications for patents on said inventions in said ASSIGNEE, its successors, assigns and legal representatives.

ASSIGNORS covenant with said ASSIGNEE, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, and that ASSIGNORS have full right to convey the same as herein expressed.

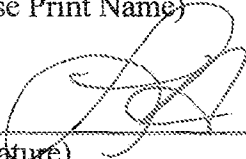
Signed by:

  
\_\_\_\_\_  
**Gary Palmer**

Aug 7 2008  
Date


WITNESS:

Lupina Anderson  
(Please Print Name)

  
\_\_\_\_\_  
(Signature)

8/9/2008  
Date


Signed by:

  
\_\_\_\_\_  
**Jeffrey Kennedy**

8/9/2008  
Date

WITNESS:

Lupina Anderson  
(Please Print Name)

  
\_\_\_\_\_  
(Signature)

8/9/2008  
Date