

Form PTO-1595 (Rev. 08/08)
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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Alan C. Lesesky

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

2. Name and address of receiving party(ies)

Name: Vehicle Enhancement Systems, Inc.

Internal Address: _____

Street Address: 1439-10 Dave Lyle Boulevard

City: Rock Hill

State: South Carolina

Country: USA Zip: 29731-0880

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

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

Execution Date(s) October 19, 2007

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

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

29/301,003

Additional numbers attached? Yes No

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

Name: Jeffrey J. Schwartz

Internal Address: _____

Street Address: 6100 Fairview Road, Suite 1135

City: Charlotte

State: North Carolina Zip: 28210

Phone Number: 704/552-0889

Fax Number: 704/552-1866

Email Address: jjs@schwartz-iplaw.com

6. Total number of applications and patents involved: 1

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

Previously Paid

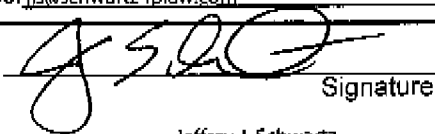
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 50-2716

Authorized User Name Jeffrey J. Schwartz

9. Signature:


Signature

September 24, 2008

Date

Jeffrey J. Schwartz
Name of Person Signing

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

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

PATENT ASSIGNMENT

THIS ASSIGNMENT, effective as of the date indicated below, is by and between Alan C. Lesesky ("Assignor"), an individual, and Vehicle Enhancement Systems, Inc. ("Assignee"), a corporation.

WHEREAS, Assignor is the sole inventor of the patent application identified in "Schedule A" hereto (hereinafter "Patent"); and

WHEREAS, Assignor desires to transfer his entire right, title and interest in and to said Patent to Assignee, and Assignee desires to acquire Assignor's 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:

i. Assignor hereby irrevocably grants, sells, transfers, conveys, assigns and sets 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 Assignor, in United States and worldwide, including: (a) all original, reissued, and re-examined letters patent and patents of addition, and renewals and extensions thereof, that originate therefrom in the United States and in foreign countries, and (b) all rights to apply, all rights of priority, all 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 patents and patents of addition, and renewals and extensions thereof, that may issue from said continuation, divisional, continuation-in-part and substitute applications, and (d) all causes of action, the right to enforce the rights to said Patent through 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, and all other related causes of action, and the right to sue therefor, for Assignee's own use and behalf and for the use and behalf of its successors and assigns or other legal representatives; said Patents 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 Assignor if this Assignment had not been made.

ii. Assignor agrees, 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 Assignee or by the governmental agencies having jurisdiction over said Patent to effect the transfer of all of Assignor's right, title and interest therein to Assignee, its successors and assigns, (b) for maintaining and perfecting the 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, Assignor hereby authorizes such governmental agencies to identify Assignee as the owner of all letters patent issuing from applications pending among said Patent.

IN WITNESS WHEREOF, Assignor and Assignee executed this Assignment on the date set forth below.

ASSIGNOR

Signature: Alan C. Lesesky
Printed Name: Alan C. Lesesky
Date: 10.19.2007

ASSIGNEE

Signature: Alan C. Lesesky
Printed Name: Alan C. Lesesky
Company Name: Vehicle Enhancement Systems, Inc.
Title: _____
Date: 10.19.2007

**Schedule A
Patent Application**

Country	Title	Appl./Pat No.	Filing/Issue Date
USA	HARDWARE NUT	29/301,003	February 6, 2008