

06-26-2009

ET



103565065

To the Director of the U.S. Patent and

documents or the new address(es) below.

1. Name of conveying party(ies)

Charles L. Fuqua  
Steven S. Kahre

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

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

Execution Date(s) May 29, 2009

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

2. Name and address of receiving party(ies)

Name: PATRIOT3, INC.

Internal Address: \_\_\_\_\_

Street Address: 10941 Houser Drive

City: Fredericksburg

State: Virginia

Country: USA Zip 22408

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)

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Schwartz Law Firm, P.C.

Internal Address: \_\_\_\_\_

Street Address: 6100 Fairview Road, Suite 1135

City: Charlotte

State: North Carolina

Zip 28210

Phone Number: 704/552-1889

Fax Number: 704/552-1866

Email Address: \_\_\_\_\_

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

8. Payment Information

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

Signature

June 15, 2009

Date

Jeffrey J. Schwartz

Name of Person Signing

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

4

## PATENT ASSIGNMENT

**THIS ASSIGNMENT**, effective as of the date indicated below, is by and between Charles F. Fuqua and Steven S. Kahre ("Assignors"), individuals, and Patriot3, Inc. ("Assignee"), a corporation organized under the laws of the State of Virginia.

**WHEREAS**, Assignors are co-inventors of subject matter claimed or disclosed in the patent application identified in "Schedule A" hereto (hereinafter "Patent"); and

**WHEREAS**, Assignors desire to transfer their entire rights, title and interest in and to said Patent to Assignee, and Assignee desires to acquire Assignors' rights, 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:

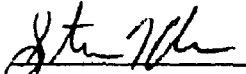
I. Assignors hereby irrevocably grant, sell, transfer, convey, assign and set over to Assignee, its successors and assigns, free of all encumbrances, the entire right, title, and interest in perpetuity in and to said Patent, the inventions claimed or disclosed therein, and all embodiments owned by Assignors, in United States and worldwide, including: (a) all original, reissued, and re-examined letters patent and 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 Assignors if this Assignment had not been made.

II. 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 Assignee or by the governmental agencies having jurisdiction over said Patent to effect the transfer of all of Assignors' rights, 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, Assignors hereby authorize such governmental agencies to identify Assignee as the owner of all letters patent issuing from applications pending among said Patent.

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

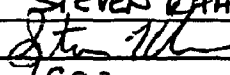
**ASSIGNORS**

Signature:   
Printed Name: Charles L. Fugua  
Date: 5-29-2009

Signature:   
Printed Name: Steven S. Kahre  
Date: 5-29-2009

**ASSIGNEE**

Company Name: Patriot3, Inc.

By(print): STEVEN KAHRE  
Signature:   
Title: COO  
Date: 5-29-2009