

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Global Nanospace, Inc.		08/13/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Kidde Fire Fighting, Inc.		
Street Address:	150 Gordon Drive		
City:	Exton		
State/Country:	PENNSYLVANIA		
Postal Code:	19341		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78282106	ALL-CLEAR	
Serial Number:	76601089	ALL-CLEAR US GLOBAL NANOSPACE	
CORRESPONDENCE DATA			
Fax Number:	(612)332-9081		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-336-4638		
Email:	mgintl@merchant-gould.com		
Correspondent Name:	Michael D. Schumann		
Address Line 1:	PO Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Michael D. Schumann		
Signature:	/Michael D. Schumann/		
Date:	01/24/2005		

CH \$65.00 78282106

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is entered into by and between U.S. Global Nanospace, Inc., a Delaware corporation, having its principal place of business at 2533 North Carson, Suite 5107, Carson City, NV 89706, ("Assignor"), as assignor, in favor of Kidde Fire Fighting Inc., a Pennsylvania corporation, having its principal place of business at 150 Gordon Drive, Exton, PA 19341 ("Assignee"), as assignee.

WHEREAS, Assignor and Assignee have entered into a Development And License Agreement, dated as of ^{15th} August 2, 2004 (the "License Agreement"), which along with the promises contained herein, constitute mutual consideration for the promises herein;

WHEREAS, all capitalized terms not defined herein shall have the meanings ascribed to such terms in the License Agreement;

WHEREAS, Assignor is the sole and exclusive owner of certain trademark applications and registrations as shown on the attached Schedule A (the "Marks"), and further is the sole and exclusive owner of all business goodwill related thereto; and

WHEREAS, Assignee desires to acquire the entire right, title and interest in, to and under the Marks, and the registrations and related rights thereof, together with the goodwill of the business in connection with which the Marks are used and that is symbolized by the Marks, along with the right to recover for damages and profits for past infringements thereof.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), to it in hand paid by Assignee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor does hereby sell, assign, transfer and set over to Assignee all its right, title and interest, whether statutory or at common law, in, to and under the Marks and all applications and registrations thereof, together with the goodwill of the business in which the Marks are used and symbolized by the Marks in all countries throughout the world, together with all rights and privileges granted and secured thereby and such other trademarks, service marks, trade names and trade dress as may be owned by Assignor and used in connection with the Marks, including without limitation all registration rights with respect thereto and renewals therefore, all rights to prepare derivative marks, the right to sue and recover, either at law or in equity, for any past, present and future infringement (and the right to receive and retain the proceeds relating to those infringements), said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

2. Representations and Warranties. Assignor represents and warrants to Assignee that: (i) Assignor has the right, power and authority to enter into this Assignment; (ii) Assignor

2. Representations and Warranties. Assignor represents and warrants to Assignee that: (i) Assignor has the right, power and authority to enter into this Assignment; (ii) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Marks and has used the Marks; (iii) The Marks are free of any liens, security interests, encumbrances or licenses; (iv) the Marks do not infringe the rights of any person or entity; (v) there are no claims, pending or threatened, with respect to Assignor's rights in the Marks; (vi) this Assignment is valid, binding and enforceable in accordance with its terms; and (vii) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Assignment.

3. Covenant by Assignee. Assignee covenants and agrees that, during the Term of the License Agreement, it shall only use the Marks (i) in connection with the manufacture, marketing and sale of the Products and (ii) subject to the terms and conditions with respect to the Trademark set forth in the License Agreement.

4. Amendment. This Assignment may only be amended, modified or supplemented by a writing signed by duly authorized representatives of both parties.

5. Severability. If any part of this Assignment is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same effect and intent as the original provision and the remainder of this Assignment will remain in full force.

6. Headings. The headings contained in this Assignment are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

7. Entire Agreement. This Assignment constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, with respect to the subject matter hereof.

8. Further Actions. Assignor agrees to execute and deliver all papers, instruments and assignments and to perform such other reasonable acts as Assignee may deem necessary to secure to Assignee the rights herein assigned and/or which may be necessary to obtain, renew, issue or enforce the Marks. Assignor further expressly agrees that Assignee may singly, and without assistance or consent from Assignor, undertake procedures to record the transfer of the Marks to Assignee in the United States Patent and Trademark Office.

9. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN TESTIMONY WHEREOF, Assignor has caused this Trademark Assignment Agreement to be executed and delivered by its officers duly authorized as of this 2nd day of August, 2004.

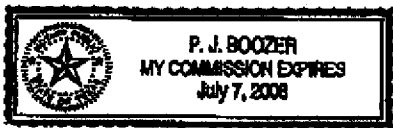
U.S. GLOBAL NANOSPACE, INC.

By: [Signature]
Name: John Robinson
Title: CEO

STATE OF TEXAS)
COUNTY OF TARRANT)

On Aug. 2nd, 2004, before me, P. J. Boozer, Notary Public, personally appeared John Robinson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which he acted executed the instrument.

WITNESS my hand and official seal.

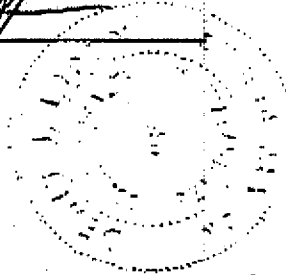


(SEAL) [Signature]
Notary Public

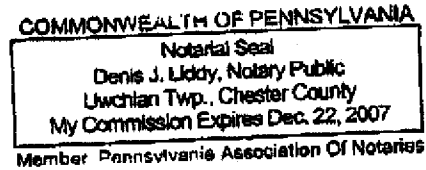
IN WITNESS WHEREOF, Assignee accepts this Trademark Assignment Agreement, which has been executed and delivered as of this 13 day of August, 2004.

KIDDE FIRE FIGHTING INC.

By: [Signature]
Name: John Hittson
Title: President



Sworn To And Subscribed Before Me This 13 Day Of August 2004
[Signature] Notary Public



SCHEDULE A

TRADEMARKS

MARK	COUNTRY	APPLICATION NO.	REGISTRATION NO.	FILING DATE
ALL-CLEAR	United States	78/282106	N/A	August 1, 2003
ALL-CLEAR (stylized w/US Global Nanospace logo)	United States	76/601089	N/A	July 16, 2004

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RECORDED: 01/24/2005

Kidde Legal Dept USA

TRADEMARK
12/20/2004 16:01 FAX 508 239 0284
REF: 003013 FRAME: 0796