

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT FOR SECURITY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stinger Systems, Inc.		08/03/2007	CORPORATION:

RECEIVING PARTY DATA	
Name:	Castlerigg Master Investments Ltd., as collateral agent
Street Address:	c/o Sandell Asset Management, 40 West 57th Street
Internal Address:	26th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3188718	DEDICATED TO THE SCIENCE OF OFFICER AND PUBLIC SAFETY
Serial Number:	76484523	POWERTRON
Serial Number:	78347769	QUADRASHOCK
Serial Number:	78550658	STINGER
Serial Number:	78484192	STINGER SYSTEMS
Registration Number:	2872917	STUN SHOT
Serial Number:	78505781	TRUVU
Registration Number:	2804450	ULTRON
Serial Number:	78852302	WASP

CORRESPONDENCE DATA	
Fax Number:	(212)593-5955
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	

CH \$240.00 3188718

Phone: 212-756-2494
Email: watt.wanapha@srz.com
Correspondent Name: Watt Wanapha
Address Line 1: 919 Third Avenue
Address Line 2: 19th Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	025674.0019
NAME OF SUBMITTER:	Watt Wanapha (025674.0019)
Signature:	/kc for ww/
Date:	09/26/2007

Total Attachments: 4

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Assignment For Trademarks Security

WHEREAS, **Stinger Systems, Inc.** (the “**Assignor**”) has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “**Trademarks**”);

WHEREAS, the Assignor has entered into a Security Agreement, dated as of August 3, 2007 (as amended, restated or otherwise modified from time to time the “**Security Agreement**”), in favor of Castlerigg Master Investments Ltd., as collateral agent for certain purchasers (the “**Assignee**”);

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Buyers (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “**Collateral**”), to secure the payment, performance and observance of the “**Obligations**” (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Buyers a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the Buyers observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of August 3, 2007.

STINGER SYSTEMS, INC.


By: David J. Meador
Name: David J. Meador
Title: Chief Financial Officer

STATE OF FLORIDA

ss.:

COUNTY OF HILLSBOROUGH

On this 3rd day of August, 2007, before me personally came David J. Meador, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Chief Financial Officer of Stinger Systems, Inc., a Nevada corporation, and that he executed the foregoing instrument in the firm name of Stinger Systems, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

NOTARY PUBLIC
 Linda V. Guevarez
Commission # DD538976
Expires April 10, 2010
STATE OF FLORIDA Bonded Troy Ferris Insurance, Inc. 000883-7018

Linda V. Guevarez
Linda V. Guevarez
personally known to me
August 3, 2007

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications
Owned by Stinger Systems, Inc.

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>As:</u>
Stinger Systems, Inc.	USA	Dedicated to the Science of Officer and Public Safety	3188718 (Reg #)	1/20/2005	12/26/2006	
Stinger Systems, Inc.	USA	Powertron	76484523 (Serial #)	1/23/2003	N/A	
Stinger Systems, Inc.	USA	Quadrashock	78347769 (Serial #)	1/5/2004	N/A	
Stinger Systems, Inc.	USA	Stinger	78550658 (Serial #)	1/20/2005	N/A	
Stinger Systems, Inc.	USA	Stinger Systems	78484192 (Serial #)	9/15/2004	N/A	
Stinger Systems, Inc.	USA	Stun Shot	2872917 (Reg #)	1/23/2003	8/10/2004	
Stinger Systems, Inc.	USA	TruVu	78505781 (Serial #)	10/26/2004	N/A	
Stinger Systems, Inc.	USA	Ultron	2804450 (Reg #)	1/23/2003	1/13/2004	
Stinger Systems, Inc.	USA	WASP	78852302 (Serial #)	4/3/2006	N/A	