

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Stinger Systems, Inc.		09/12/2008	CORPORATION: NEVADA

**RECEIVING PARTY DATA**

Name:	Debt Opportunity Fund, LLLP
Street Address:	20711 Sterlington Drive
City:	Land O'Lakes
State/Country:	FLORIDA
Postal Code:	34638
Entity Type:	LIMITED PARTNERSHIP: FLORIDA

**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: (813)223-9620  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 813-224-9255  
 Email: rsterns@bushross.com, egross@bushross.com

CH \$240.00 3188718

Correspondent Name: Randy K. Sterns  
Address Line 1: 1801 N. Highland Avenue  
Address Line 4: Tampa, FLORIDA 33602

ATTORNEY DOCKET NUMBER:	011765.00002
NAME OF SUBMITTER:	Randy K. Sterns
Signature:	/Randy K. Sterns/
Date:	09/16/2008

Total Attachments: 3  
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**Assignment For Security - Trademarks**

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 September 12, 2008 (as amended, restated or otherwise modified from time to time the "Security Agreement"), in favor of Debt Opportunity Fund, LLLP, as collateral agent for certain Buyers (as defined in the Security Agreement) (the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Buyers 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 September 10, 2008.

STINGER SYSTEMS, INC.

By: [Signature]  
Name: Robert Gruder  
Title: CEO, Chairman

STATE OF Florida

ss.:

COUNTY OF Hillsborough

On this 12 day of September 20 08 before me personally came Robert Gruder, to me known, who being duly sworn, did depose and say: That he resides in Tampa Florida; that he is the CEO of STINGER SYSTEMS, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

(SEAL)



[Signature]  
Notary Public

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[Assignment for Security - Trademarks]

**SCHEDULE 1A**  
(to Assignment for Security - Trademark)

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

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\* Stinger Systems, Inc. has let these trademarks lapse.