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REC

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

First International Bank

3-17-03

2. Name and address of receiving party(ies)

Name: Atlas Marine Systems, Inc.

Internal Address: _____

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

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other _____

Street Address: 10925 Miller Road

P. O. Box 38902

City: Dallas State: TX Zip: 75238

Execution Date: 10/11/2002

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

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) _____

B. Patent No.(s) 5,053,635; 5,920,467

5,081,368; 5,646,458; 5,804,953

Additional numbers attached? ☐ Yes ☒ No

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

Name: R. L. Beutel, President

Internal Address: _____

Atlas Marine Systems, Inc.

Street Address: 10925 Miller Road

P. O. Box 38902

City: Dallas State: TX Zip: 75238

6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 3.41).....\$ 200.00



Enclosed



Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

03/19/2003 DBYRME 00000228 5053635

01 FC:8021 Thomas R. Boland (Reg. 24,093)

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 013845 FRAME: 0968

PATENT, TRADEMARK & COPYRIGHT ASSIGNMENT

THIS PATENT, TRADEMARK & COPYRIGHT ASSIGNMENT (this "Assignment") is made and entered into as of this 11th day of October, 2002, (the "Effective Date"), by and between First International Bank (the "Assignor"), as the senior secured lender with a perfected security interest in substantially all of the assets of Atlas Energy Systems, Inc., a California corporation (the "Borrower"), a borrower who has defaulted in connection with its obligations to the Assignor, and Atlas Marine Systems, Inc., a Delaware corporation (the "Assignee");

WHEREAS, the Assignor has made certain loans to the Borrower;

WHEREAS, the Borrower has defaulted in connection with such loans;

WHEREAS, the Assignor is the senior secured lender with a perfected security interest in substantially all of the assets of the Borrower, including, without limitation, all of the Borrower's intellectual property;

WHEREAS, the Assignor is entitled to exercise all of the rights and remedies of a secured party pursuant to the Uniform Commercial Code of the State of California, including, without limitation, the right to sell the Borrower's assets in accordance with Section 9-610 of the Uniform Commercial Code;

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement dated October 11, 2002 (the "Asset Purchase Agreement"), pursuant to which the Assignor agreed to sell to the Assignee all of the Assignor's right, title and interest in and to certain of the Borrower's assets free and clear of all security interests of the Assignor and any and all subordinate security interests and subordinate liens;

WHEREAS, these assets included, without limitation, the patents, trademarks and copyrights identified and set forth respectively on Schedule A (collectively, the "Patents"), Schedule B (collectively, the "Trademarks"), and Schedule C (collectively, the "Copyrights"), each of which is attached hereto and made a part hereof; and

WHEREAS, the Assignor and Assignee wish to enter into this Agreement to further document the sale and transfer of the Patents, Trademarks and Copyrights.

NOW, THEREFORE, in consideration of the execution of the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, assign, transfer and set over to the Assignee, free and clear of all security interests of the

Assignor and any and all subordinate security interests and subordinate liens, all of the Assignor's entire right, title and interest in and to (i) the Patents, (ii) the Trademarks, (iii) the Copyrights, (iv) all of the goodwill of the business appurtenant to the Trademarks, and (v) all claims for damages by reason of infringement of any of the foregoing, with the right to sue for and collect such claims for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives.

The Assignor hereby represents, warrants and covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith. In addition, the Assignor agrees to execute any instruments and to perform any acts which may be necessary to fully effectuate and record this Assignment.

This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original for all purposes and all of which taken together shall constitute one and the same agreement.

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers on the day first above written.

ASSIGNOR:

FIRST INTERNATIONAL BANK

By Its Special Assets Officer**ASSIGNEE:**ATLAS MARINE SYSTEMS, INC.,
a Delaware corporationBy Its Vice - President

SCHEDULE A**THE PATENTS**

| <u>Title</u> | <u>Patent No.</u> | <u>Filing Date</u> | <u>Issue Date</u> |
|--|--------------------------|---------------------------|--------------------------|
| Uninterruptible power supply with a variable speed drive driving a synchronous motor/generator | 5,053,635 | April 28, 1989 | October 1, 1991 |
| Uninterruptible power supply with a variable speed drive driving an induction motor/generator | 5,081,368 | January 11, 1990 | January 14, 1992 |
| Uninterruptible power system with a flywheel-driven source of standby power | 5,646,458 | February 22, 1996 | July 8, 1997 |
| Power converter for converting AC shore power to shipboard use | 5,804,953 | August 3, 1995 | September 8, 1998 |
| Power converter for converting AC shore power to shipboard use | 5,920,467 | August 1, 1997 | July 6, 1999 |

SCHEDULE B**THE TRADEMARKS**

| <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|---------------------------------|--------------------------------|---------------------------------|
| ATLAS ENERGY SYSTEMS (Stylized) | 1,616,536 | October 9, 1990 |
| ULTRA PHASE | 1,961,871 | March 12, 1996 |
| SHORPOWER | 1,963,225 | March 19, 1996 |

SCHEDULE C**THE COPYRIGHTS**

| <u>Copyright</u> | | |
|--|----------------|--|
| RTMG (Ride Through Motor Generator) | [Unregistered] | |