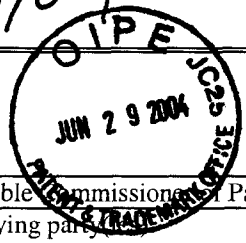


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Form PTO-1595
1-31-92



U.S. DEPARTMENT OF COMMERCE
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R. 102782954
PATENTS ONLY

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

1. Name of conveying party
BROWNING TRANSPORT MANAGEMENT, INC.

Additional name(s) of conveying party(ies) attached?
 yes no

2. Name and address of receiving party(ies)?
AHS, LLC
223 East City Hall Avenue, Suite 200
Norfolk, VA 23510

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Names
 Other

Additional name(s) & address(es) attached?
 yes no

Execution Date: March 14, 2003

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)
5,932,112
6,171,508
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
John H. Mion, Esquire
SUGHRUE MION, PLLC
2100 Pennsylvania Avenue, N.W.
Suite 800
Washington, D.C. 20037-3213

6. Total number of applications and registration involved:
two (2)

7. Total Fee (37 CFR 3.41): \$80.00
 Enclosed. Please charge any underpayment in connection with this Assignment to Deposit Account No. 19-4880.
 Authorized to be charged to Deposit Account

8. Deposit Account No. 19-4880

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9. Statement and Signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John H. Mion Reg. No. 18,879 June 29, 2004 Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET, ATTACHMENTS AND DOCUMENT: 6

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:
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Washington, D.C. 20231

07/01/2004 STON11 00000046 5932112
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PATENT
REEL: 015509 FRAME: 0574

ASSIGNMENT

WHEREAS, Wilson J. Browning, Jr. ("Inventor") invented a new and useful Invention which is entitled Method and Apparatus for Killing Microorganisms in Ship Ballast Water (the "Invention"), for which U.S. Patents and foreign patents have issued, and foreign patent applications are pending (collectively the "Patents"); and

WHEREAS, Browning Transport Management, Inc. ("BTM") owns certain rights in and to the Patents and has the right to assign, transfer and convey any and all right, title and interest in and to the Patents; and

WHEREAS, AHS, LLC, a Virginia limited liability company ("AHS") desires to acquire the Patents from the Inventor and BTM pursuant to the Purchase Agreement by and between AHS and BTM dated as of the date hereof;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the following:

The term "Proprietary Information" shall include, but is not limited to, trade secrets, trademarks or service marks, copyrights, patents, derivations, discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, processes, formulas, data, Inventions, equipment, hardware, circuitry, technology, techniques, "know-how," designs, prototypes, methods, pictures, drawings and specifications, and all information, including any private, business, confidential or technical information, relating to the Invention and/or to the Patents; and

The term "Improvements" will mean and include any enhancements, advancements or modifications of or to the Proprietary Information.

The term "Patents" shall mean the patents and patent applications listed in Schedule A.

The Inventor and the BTM hereby assigns, transfers and conveys to AHS, its successors, legal representatives, and assigns, the entire right, title and interest in and to the Invention and the Patents, and any divisions, continuations, reissues and extensions of the Patents, and all applications for Letters Patent or similar legal protection which be or may have been filed for the Invention in any country or countries foreign to the United States, and all Letters Patent which may be granted for the Invention in any country or countries foreign to the United States, and all extensions, renewals and reissues thereof or legal equivalent thereof.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents or similar legal protection on Application aforesaid, to issue all Letters Patent or similar legal protection resulting from the Patents to AHS, the Patents to be held by AHS for its own use and benefit and for the use and benefit of its successors, or assigns, to the full end of the term for which a patent for the Patents or similar legal protection is or may be granted, as fully and entirely as the same would have been held and enjoyed by the Inventor and/or BTM had this assignment and sale not been made.

For the above-mentioned consideration, the Inventor and BTM hereby agree, upon the request of AHS, its successors, legal representatives and assigns, to execute any and all applications, including but not limited to, any divisionals, renewals, reexaminations, substitutes, continuations or continuation-in-part applications for the Patents or any improvements and any supplemental oath or

declaration relating thereto, and any application for the reissue or extension of the patent that may be granted based upon the Patents that AHS, its successors, legal representatives or assigns may deem necessary or expedient, and for the above-mentioned consideration, the Inventor and BTM further agree, upon the request of AHS, its successors, legal representatives or assigns, in the event of the Patents, or any related application, patent, reissue or application for the reissue thereof, becomes involved in interference, to cooperate to the best of its ability with AHS, its successors, legal representatives or assigns in the matters of preparing the preliminary statement and giving and producing evidence in support thereof, the Inventor and BTM hereby agrees to perform, upon such request, any and all affirmative acts to execute, deliver and vest all rights in the Invention and the Patents hereby conveyed in AHS, its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Inventor and BTM if this assignment and sale had not been made, and Inventor and BTM hereby warrants that as of the date hereof it has the full right and power to convey the Invention and Patents, and that Inventor and BTM has not executed and will not execute any agreement in conflict herewith.

WITNESS my hand and seal this 14 day of March, 2003.

Browning Transport Management, Inc.

By: 

Title: CEO and President


Wilson J. Browning, Jr.

STATE OF VIRGINIA:

CITY/COUNTY OF VIRGINIA BEACH :

The foregoing instrument was acknowledged before me this 18th day of March 2003 by Wilson J. Browning, III Jr., individually and as XXR President and CEO of Browning Transport Management, Inc., Virginia, corporation, on behalf of the corporation.

My commission expires: 10/31/04

James D. ...
Notary Public



SCHEDULE A

U.S. Patents

6,171,508 issued January 9, 2001

5,932,112 issued August 3, 1999

Foreign Patents

Australia 728016 granted April 19, 2001

South Korea 350409 granted August 14, 2002

Singapore 65213 granted January 24, 2002

Liberia PCT/LR99/00002 granted May 27, 1999

Foreign Applications

Canada Application No. 2270434 filed November 10, 1997

Europe Application No. 97948153.8 filed November 10, 1997

Japan Application No. 10-524656 filed November 10, 1997

Brazil Application No. PI-9713305-1 filed November 10, 1997

Norway Application No. 19992537 filed November 10, 1997

Russia Application No. 99113454 filed November 10, 1997, now abandoned

China Application No. 97180146 filed November 10, 1997

WO Application No. PCT/US97/19972 filed November 10, 1997

Poland Application No. P-333777 filed November 10, 1997

Turkey Application No. 1999/01171 filed November 10, 1997