

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Atlantic Aero Holdings, Inc.	01/01/2005
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Atlantic Aero, Inc.
<b>Street Address:</b>	6423 Airport Parkway
<b>City:</b>	Greensboro
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	27409
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6353793
Patent Number:	6564142
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(336)232-9075
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	336-373-8850
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<b>Correspondent Name:</b>	David W. Sar
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<b>Total Attachments: 2</b>	
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OP \$80.00 6353793

## **Patent Assignment**

This Patent Assignment ("Assignment"), having an effective date of 12:01 a.m. January 1, 2005, is entered into by and between Atlantic Aero Holdings, Inc., a North Carolina corporation ("Assignor"), and Atlantic Aero, Inc., a North Carolina corporation ("Assignee"). Collectively, Assignor and Assignee are referred to herein as the "Parties."

WHEREAS, this Assignment is being executed pursuant to a Bill of Sale and Assignment between the parties having the same effective date and time as this Assignment; and

WHEREAS, Assignor desires to transfer and to memorialize the transfer to Assignee of all of Assignor's right, title, privileges and interest in and to (a) United States Patent No. 6,353,793, issued March 5, 2002, (b) United States Patent No. 6,564,142, issued May 13, 2003, (c) Canadian Patent Application No. 2,359,623, filed January 20, 2000, and (d) Canadian Patent Application No. 2,413,594, filed November 27, 2002, as well as the invention(s) that are the subject of such patent(s), each and every claim within such patent(s), and all rights associated with any of such things, including without limitation, any and all applications, registrations, continuations and continuations-in-part, divisionals and divisionals-in-part, reissuances, provisional applications and registrations, PCT applications and registrations and rights, renewals, extensions, derivatives, improvements, international patent rights and applications and registrations, and rights to use, to exclude others from use, and to sue, both in the United States and worldwide (all such things are collectively known as the "Patent(s)"); and


NOW, THEREFORE, for good and valuable consideration, for the matters and consideration indicated in the Bill of Sale and Assignment which has a value of not less than \$10, the receipt of which consideration is hereby acknowledged and deemed sufficient, for the matters recited in this Assignment, and for other valid and good consideration, the Parties agree as follows:

Assignor hereby conveys, assigns and transfers to Assignee all of Assignor's entire right, title, privileges, and interest in and to the Patent(s), together with all goodwill appurtenant thereto, all common law rights thereto, all registration(s) or application(s) for the Patent(s), whether such registration(s) or application(s) are made to the United States Patent and Trademark Office or any state, country, government, or foreign authority, specifically including without limitation, (a) United States Patent No. 6,353,793, issued March 5, 2002, (b) United States Patent No. 6,564,142, issued May 13, 2003, (c) Canadian Patent Application No. 2,359,623, filed January 20, 2000, and (d) Canadian Patent Application No. 2,413,594, filed November 27, 2002. Included without limitation within this assignment are, and Assignor hereby further expressly conveys, assigns and transfers all of, Assignor's rights under any claim and causes of action relating to the Patent(s), including, without limitation, all rights to sue third parties for past infringement and to recover and hold all damages, profits, royalties, and other compensation arising from such third party's unlawful acts.


Assignor, at the request of Assignee or its counsel, and at no additional charge, shall execute, acknowledge and deliver any and all papers, transfers, or other documents or instruments that Assignee may determine necessary, in its reasonable discretion, to memorialize, to record, to document or otherwise to carry out the intent of this Assignment; provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed. Assignor hereby irrevocably appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, for and on Assignor's behalf, if Assignee is unable for any reason to secure Assignor's signature, to assign any and all ownership interest(s) and right(s) in the Patent(s) to Assignee, to execute and to file any instruments or documents, and to do all other lawfully permitted acts to further the intent of this Assignment, with the same legal force and effect as if executed by Assignor. Further, Assignor shall cooperate with Assignee or its counsel, but at Assignee's reasonable expense (other than expenses associated with the time of Assignor's employees), by providing truthful testimony, affidavit(s), statement(s), and assistance relating to the Patent(s) and to any efforts to apply for, register, obtain, explain, record, police, defend, affirm, enhance, expand, divide, nationalize, confirm, renew, or maintain any right(s) in the Patent(s). Assignor shall further do and perform all acts that Assignee may determine necessary, in its reasonable discretion, to carry out the intent of this Assignment and to enforce Assignee's rights in the Patent(s) against third parties.

Signed under seal as of 12:01 a.m. January 1, 2005.

**ASSIGNOR**  
ATLANTIC AERO HOLDINGS, INC.

By:  (SEAL)  
Don S. Godwin  
CEO

**ASSIGNEE**  
ATLANTIC AERO, INC.

By:  (SEAL)  
Don S. Godwin  
CEO