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Form PTO-1595 (Rev. 06/04)
OMB No. 0651-0027 (exp. 6/30/2005)

02-18-2005

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

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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):Teresa E. Youlton, executrix for
inventor Rodney Graham YoultonExecution Date(s) May 8, 2003Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance:**

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other copy of death certificate

2. Name and address of receiving party(ies)Name: Embley Energy Limited

Internal Address: _____

Street Address: OakleighTockington Park Lane, AlmondsburyCity: Bristol

State: _____

Country: England Zip: BS32 4JEAdditional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application or patent number(s):**

A. Patent Application No.(s)

☐ This document is being filed together with a new application.

B. Patent No.(s)

5,770,893Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**Name: Vincent L. RamikInternal Address: DILLER, RAMIK & WIGHTStreet Address: 7345 McWhorter Place
Suite 101City: AnnandaleState: VA Zip: 22003Phone Number: 703 642 5705Fax Number: 703 642 2117Email Address: DRWPATENTLAW@aol.com**6. Total number of applications and patents involved:**1**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Informationa. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

February 11, 2005

Date

Vincent L. Ramik

Name of Person Signing

Total number of pages including cover
sheet, attachments, and documents:9Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

02/17/2005 ECOOPER 00000154 5770893

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PATENT
REEL: 016256 FRAME: 0315

ASSIGNMENT OF PATENT & KNOW-HOW

PARTICULARS

1. **Date** : 8th May 2003
2. **Parties** :
- 2.1 **Assignors** : JOHN BLIGHT of Trevaylor The Common Patchway Bristol BS34 6AL ("JB") and TERESA E YOULTON of Embley House Whitecross Road East Harptree Bristol BS40 6AA ("TEY") for herself and as sole executrix of the estate of the late RODNEY YOULTON
- 2.2 **Assignee** : EMBLEY ENERGY LIMITED whose registered office is at Oakleigh Tockington Park Lane Almondsbury Bristol BS32 4JE
3. **Sperboy** : Wave energy abstraction and conversion concept known as SPERBOY
4. **Patents** : The patents and patent applications listed in Schedule 1 and any other intellectual property rights from time to time owned by the Assignors or any of them relating to Sperboy
5. **Information** : Data and technical information relating to the design materials development manufacturing techniques and testing of Sperboy including but not limited to the information which is to be kept confidential pursuant to clause 4 whether in human or machine readable form and whether stored electronically or otherwise and which might reasonably be of commercial interest to any Party in the design development manufacture or supply of Sperboy
6. **Know-How** : Data experience technical information and knowledge (whether or not recorded in human or machine readable form) relating to the design materials development and manufacturing techniques and testing of Sperboy

7. **Designs** : The designs (registered or unregistered) drawings copyright works models and prototypes of Sperboy created by any of the Assignors or by their predecessors in title either alone or in collaboration with others
8. **Territory** : The whole world
9. **Royalty** : 7.5 % of the Net Income subject to clause 5.1.2
10. **Net Income** : The net profits from the exploitation of Sperboy calculated under Schedule 2
11. **Payment Date** : 30 days after the date on which the annual accounts of the Assignee are approved by its members and such interim payment dates as the Assignee may agree from time to time
12. **Perpetuity Period** : From the date of this Assignment until the date of expiry of the last of the Patents

OPERATIVE PROVISIONS

1. BACKGROUND

- 1.1 The late Rodney Youlton had been engaged in developing SPERBOY and he was at the time of his death the sole proprietor of the Patents the Information and the Designs
- 1.2 JB has assisted in the development of Sperboy and since the death of Rodney Youlton and JB alone has access to the Know-How
- 1.3 TEY is the sole executrix of the estate of the late Rodney Youlton and has not executed any prior assignment or assent of any interest in all or any of the Patents the Information and the Designs which accordingly remain vested in her
- 1.4 The Assignee wishes to obtain full right and title to the Patents and the Information and the Assignors have agreed to assign and transfer all such rights and title to the Assignee and to disclose to the Assignee all Information in the possession or under the control of the Assignors or any of them and to provide the assistance on the terms set out in this Assignment
- 1.5 Neither Assignor nor their predecessors has manufactured Sperboy and the only prototypes have been a pilot test unit developed designed and built pursuant to a collaboration agreement a copy of which is attached to this Assignment
- 1.6 References in this Assignment to "the predecessors of the Assignors" shall include the late Rodney Youlton who pioneered the development of Sperboy

2. ASSIGNMENT

- 2.1 In consideration of the obligations on the part of the Assignee contained in this Assignment TEY with full title guarantee hereby assign to the Assignee
 - 2.1.1 the Patents
 - 2.1.2 the Information
 - 2.1.3 the Designs and the copyright and all other rights in the nature of copyright in the Designs or materials used in the creation of the Designs

- 2.1.4 all of the rights of TEY in and to the Patents and the full and exclusive benefit of them and all rights privileges and advantages associated with them
- 2.1.5 the full right to apply for and obtain patents or other similar forms of protection in respect of Sperboy (or any aspect incorporated into it) anywhere in the Territory
- 2.1.6 the right to make any new application or applications in respect of any part or parts of the subject matter of any application or specification filed in connection with Sperboy anywhere in the Territory
- 2.1.7 the right to bring proceedings anywhere in the Territory for any previous infringement of the rights assigned by this Assignment

TO HOLD the same unto the Assignee absolutely for the full term therein and all renewals or extensions of such rights

- 2.2 The Assignors hereby waive all the moral rights of the author (if any) arising in the Designs the Patents and the Information
- 2.3 JB hereby joins in the above assignment to confirm the assignment to the Assignee of the rights if any that he may have in any of the matters referred to in clause 2.1

3. FURTHER ASSURANCE

- 3.1 The Assignors covenant with the Assignee that the Assignors will at the expense of the Assignee execute sign and do all such instruments applications documents acts and things as may reasonably be required by the Assignee to enable the Assignee (or any nominee of the Assignee) to enjoy the full benefit of the property and rights hereby assigned
- 3.2 JB shall at the expense of the Assignee provide all other reasonable assistance and information as may be reasonably requested by the Assignee in order to assist the Assignee or its nominee to develop further and manufacture Sperboy
- 3.3 Each of the Assignors undertakes that for a period of 5 years from the date of this Assignment they will not without the prior written consent of the Assignee use the

Information or Know-How for any purpose and will not be directly or indirectly involved in any way with the development or production of any other form of wave energy equipment or components for such equipment

- 3.4 The Assignors shall at the risk and cost of the Assignee take such proceedings as may reasonably be required by the Assignee to enable the Assignee (or any nominee of the Assignee) to enjoy the full benefit of the property and rights hereby assigned

4. CONFIDENTIALITY

- 4.1 The Assignors shall keep confidential the Information the Designs the Know-How and any other secrets of the Assignee and shall not at any time after the date of this Assignment make known to anyone any of the Information the Designs or the Know-How whether or not reduced to writing or machine readable form or marked as confidential
- 4.2 The foregoing undertaking shall not apply to any Information the Designs or the Know-How which
- 4.2.1 are hereafter disclosed to the Assignors without any obligation of confidence by a third party who has not derived it directly or indirectly from the Assignee
 - 4.2.2 are or become generally available to the public in printed publications or general circulation through no act or default on the Assignors part or the Assignors agents or employees
 - 4.2.3 the Assignors are obliged to disclose by law or to comply with the lawful requests of a competent authority
- 4.3 The Assignors shall use reasonable endeavours to allow the Assignee and its authorised representatives upon reasonable prior written notice at all reasonable times during 6 months after the date of this Assignment to have access to any books and records relating to Sperboy retained by the Assignors for the purpose of inspecting and taking copies of such books and records

SCHEDULE I

JURISDICTION	PATENT No.	APPLICATION No.	DATE FILED	DATE GRANTED	TITLE
Australia	694772	21445/95		30.07.1998	
USA	5770893			23.06.1998	
Canada		2178820			
Europe		95914452.8			

SIGNED as a DEED by
JOHN BLIGHT
in the presence of

J. Blight

Witness Name MRS ANN PAGE

Signature

Ann Page

Address HARPTREE COTTAGE WHITECROSS RD., EAST HARPTREE

Occupation RETIRED

SIGNED as a DEED by
TERESA E YOULTON
in the presence of

T. Yount

Witness Name MRS ANN PAGE

Signature

Ann Page

Address HARPTREE COTTAGE WHITECROSS RD EAST HARPTREE

Occupation RETIRED.

EXECUTED as a deed by

EMBLEY ENERGY LIMITED

acting by

Director

[Signature]

Director/Secretary

J. Blight

D. Cert.

CERTIFIED COPY
Pursuant to the Births and



CAUTION - It is an offence to falsify a certificate or to make or knowingly use a false certificate or a copy of a false certificate intending it to be accepted as genuine to the prejudice of any person, or to possess a certificate knowing it to be false without lawful authority.

OF AN ENTRY
Deaths Registration Act 1953

DEATH		Entry Number	33
Registration District Sub-district		Administrative area County of	
Bath and North East Somerset Norton Radstock		Bath and North East Somerset	
1. Date and place of death			
Seventeenth March 1999 Embley, Whitecross Road, East Harptree			
2. Name and surname		3. Sex	
Rodney Graham YOULTON		Male	
		4. Maiden surname of woman who has married	
5. Date and place of birth			
5th August 1938 Bexley Heath, Bexley			
6. Occupation and usual address			
Energy Consultant Embley, Whitecross Road, East Harptree, Bristol			
7. (a) Name and surname of informant		(b) Qualification	
Teresa Elaine YOULTON		Widow of deceased	
(c) Usual address			
Embley, Whitecross Road, East Harptree, Bristol			
8. Cause of death			
I(a) Acute on chronic ischaemic heart disease. (b) Severe coronary artery atheroma.			
Certified by U A Woodburn Assistant Deputy Coroner for District of Avon after post mortem without inquest			
9. I certify that the particulars given by me above are true to the best of my knowledge and belief.			
T E Youlton			Signature of informant
10. Date of registration		11. Signature of registrar	
Twenty-second March 1999		S. Simpson Registrar	

Certified to be a true copy of an entry in a register in my custody.

[Signature]

*Superintendent Registrar

*Registrar

22.3.99

Date

*delete as appropriate

IAM 513496

RECORDED: 02/15/2005

PATENT
REEL: 016256 FRAME: 0323