

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Jay W. Sample	09/09/2005
RECEIVING PARTY DATA	
Name:	Advanced Coastal Technologies, LLC
Street Address:	Post Office Box 5566
City:	Dothan
State/Country:	ALABAMA
Postal Code:	36302-5566
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	4729691
Patent Number:	4919567
Patent Number:	4966491
CORRESPONDENCE DATA	
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Total Attachments: 2	
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STATE OF ALABAMA]
]
HOUSTON COUNTY]

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (the "**Assignment**") is executed this 2nd day of July, 2005, by and among **Jay W. Sample**, an individual and resident of the State of North Carolina ("**Assignor**"), and Advanced Coastal Technologies, LLC, a limited liability company organized under the laws of the State of Alabama, and its successors and assigns (collectively, the "**Assignee**").

WHEREAS, the undersigned parties contemplate that, Assignee, as purchaser, and Advanced Coastal Technology, Inc., a North Carolina corporation ("**Target**"), and Assignor, collectively as the seller, will execute, within thirty days of the date of this Assignment, an Asset Purchase Agreement, whereby Assignee will acquire the Assets and the Business of Target (the Asset Purchase Agreement); and

WHEREAS, Assignor has obtained, is the owner of all right, title and interest in and to, certain letters patent granted to Assignor by the United States Patent and Trademark Office, said letters patent, and the products and technology described therein, being used in, and vital to, the business of Target that Assignee is purchasing; and

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **The Letters Patent.** Assignor hereby agrees that Assignor has been issued the following letters patent (the "**Patents**"):

- (a) United States Patent No. 4,729,691 dated March 8, 1988, for a backshore sill beach dune erosion control system;
- (b) United States Patent No. 4,919,567, dated April 24, 1990, for a subsurface dune restoration system and method; and
- (c) United States Patent No. 4,966,491 dated October 30, 1990, for a subsurface dune protection system and method.

2. **Purchase Price and Consideration.** As consideration for this Assignment, Assignee hereby agrees to pay Assignor sum of [REDACTED] Dollars [REDACTED] payable upon execution and delivery of this Assignment, plus the agreed upon additional compensation [REDACTED] as outlined in the attached pro forma.

3. **Assignment.** Assignor hereby sells, transfers, and assigns unto Assignee the whole right, title and interest in and to the Patents, the same to be held by the Assignee, for Assignee's own use and behoof, and for Assignee's legal representatives, to the full end of the

term for which said Patents are granted, as fully and entirely as the same would have been held by Assignor had this Assignment not been made.

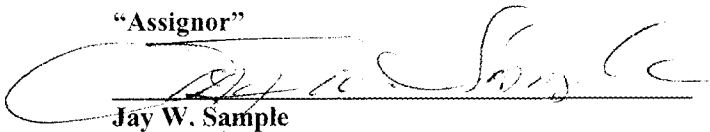
4. **Warranties and Representations.** Assignor hereby represents and warrants to Assignee that (i) Assignor has not previously encumbered, assigned, or delegated all or any portion of his right, title, interest, or claim in, to, or arising under the Patents to any other person or party, (ii) upon Assignor's execution and delivery of this Assignment, Assignee shall receive all of Assignor's right, title, and interest in, to, and arising under the Patents, free and clear of any and all liens, claims, or encumbrances, and (iii) Assignor warrants and covenants with Assignee that Assignor shall defend said assignment the adverse claims of all other parties. Assignor further warrants and represents that the Patents represent all of the patents used in connection with the Business (as defined in the Asset Purchase Agreement).

5. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall collectively constitute one and the same instrument.

6. **Operation of Near Shore Enhancement Business.** Assignee agrees to use Assignee's best efforts to negotiate and consummate the Asset Purchase Agreement within thirty (30) days of the execution hereof. Notwithstanding, Assignor acknowledges and agrees that upon the execution hereof, notwithstanding any other document or instrument containing provisions to the contrary, and whether or not the Asset Purchase Agreement is ultimately consummated, that Assignee shall have the right and authority to conduct a near shore enhancement business such as the one currently being operated by Assignor, using the products and technology described in the Patents, or using any other technology, products, processes or services whatsoever.

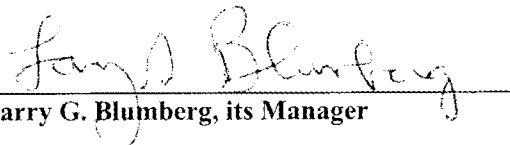
IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Patent Assignment to be executed the day and year first written above.

"Assignor"


Jay W. Sample

"Assignee"

ADVANCED COASTAL TECHNOLOGIES, LLC,
An Alabama limited liability company

By: 
Larry G. Blumberg, its Manager

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