

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Bill of Sale

CONVEYING PARTY DATA

Name	Execution Date
The Clean Seas Company	01/06/2006

RECEIVING PARTY DATA

Name:	SeaCure, Inc.
Street Address:	1050 Talleyrand Avenue
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32206

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	08339693
Patent Number:	5532980

CORRESPONDENCE DATA

Fax Number: (904)358-4001

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 904.358.4000

Email: SMR@STMLAW.NET

Correspondent Name: Bradley R. Markey, Esq.

Address Line 1: 50 N. Laura Street, Suite 1600

Address Line 4: Jacksonville, FLORIDA 32202

NAME OF SUBMITTER:

Bradley R. Markey

Total Attachments: 14

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OP \$80.00 08339693

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**ASSIGNEE'S BILL OF SALE**

**THIS ASSIGNEE'S BILL OF SALE** is entered into by and between **RICHARD S. LUDLOW** ("Seller"), AS ASSIGNEE of an assignment for the benefit of creditors from The Clean Seas Company, a Florida corporation, and **SEACURE, INC.** ("Buyer").

**KNOW ALL PEOPLE BY THESE PRESENTS**, that the Seller, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, conveyed, transferred and delivered, and by this Bill of Sale does grant, bargain, sell, convey, transfer, and deliver to Buyer, its successors and assigns, all of Seller's right, title and interest, legal and equitable, in and to the property described on the attached **Exhibit "A"** (the "Assets") that Seller received under the October 25, 2005 Assignment for the Benefit of Creditors between Seller and Clean Seas and corresponding assignment proceeding under Chapter 727, Florida Statutes, styled: *In re The Clean Seas Company*, Case No.: 2005-007451-CA, Division CV-F in the Circuit Court, Fourth Judicial Circuit, in and for Duval County, Florida (collectively, the "Assignment");


**TO HAVE AND TO HOLD** the same unto Buyer, its successors and assigns forever;

**AND** the Seller does, for it and its successors and assigns, covenant to Buyer, its successors and assigns, that the Seller has the right to sell the Assets pursuant to Chapter 727, Florida Statutes as Assignee in the Assignment, and more particularly under the authority granted in the January 3, 2006 Order Approving Sale of Assigned Property entered in the Assignment. Seller makes no representation or warranty whatsoever concerning the Assets. Buyer by acceptance of this Bill of Sale and the Assets acknowledges that the Assets are sold hereunder on an "AS IS", "WHERE IS" basis. Seller agrees to perform all such further acts and execute and deliver all such further agreements, instruments and other documents as Buyer may reasonably request in order to evidence more effectively the conveyance, assignment and transfer of the Assets made by Seller under this Bill of Sale.

Seller makes and executes this Bill of Sale in his capacity as Assignee of Clean Seas pursuant to an assignment for the benefit of creditors only and having duly noticed the sale in the Assignment, and Seller shall have no personal liability hereunder or pursuant hereto. Buyer by acceptance of this Bill of Sale and the Assets acknowledges Seller has no personal liability in connection with this Bill of Sale and the Assets.

**IN WITNESS WHEREOF**, the Seller has signed and sealed these presents as of 6<sup>th</sup> day of January, 2006:

SELLER:

  
RICHARD S. LUDLOW, ASSIGNEE of an  
assignment for the benefit of creditors from The  
Clean Seas Company

## Exhibit A

All real and personal property, tangible or intangible, which The Clean Seas Company ("Clean Seas") owned or had an interest on November 1, 2005 and that Clean Seas assigned to Richard S. Ludlow (the "Assignee") under the Assignment for Benefit of Creditors dated October 25, 2005, as modified, exchanged, altered, and/or improved by the Assignee including, without limitation, all real property, fixtures, goods, stock, inventory, work in progress, equipment, furniture, furnishings, accounts, accounts receivable, general intangibles, chattel paper, document, instruments, cash value and proceeds of insurance policies, claims, demands, causes of action, contract rights and interests, lease rights and interests, permits, licenses, trade names, authorizations, prepaid expenses, computer software and programs, records and files, all intellectual proprietary rights, employee covenants and agreements, goodwill and all other intangible rights (the "Property").

The description on this Exhibit A is intended to include everything owned, had, or possessed by Clean Seas and assigned to the Assignee on October 25, 2005 as modified, exchanged, altered, and/or improved by the Assignee except for all cash the Assignee had as of November 30, 2005 and interest earned thereon.

IDENTIFICATION NUMBER	YR	MAKE	MODEL	BODY	WT-L-BHP	VESSEL REGIS. NO.	TITLE NUMBER
JN8AZ08T34W223553	2004	NISS		UT	3663		92375192

REGISTERED OWNER

DATE OF ISSUE

THE CLEAN SEAS CO  
1301 RIVERPLACE BLVD STE 1904  
JACKSONVILLE FL 32207

02/04/2005

LIEN RELEASE

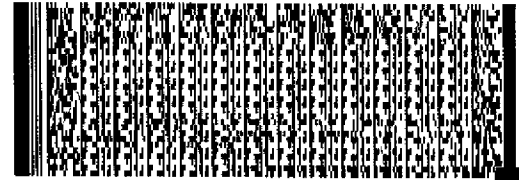
INTEREST IN THE ABOVE DESCRIBED VEHICLE IS  
HEREBY RELEASED

BY \_\_\_\_\_

MAIL TO:

THE CLEAN SEAS CO  
1301 RIVERPLACE BLVD STE 1904  
JACKSONVILLE FL 32207-9047

TITLE \_\_\_\_\_ DATE \_\_\_\_\_



# CERTIFICATE OF TITLE

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN SUBMITTED UNDER SECTION 319.22, F.S., OF THE FLORIDA STATUTES, TITLE TO THE MOTOR VEHICLE OR VESSEL DESCRIBED BELOW IS VESTED IN THE OWNER(S) NAMED HEREIN. THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED FOR SAID MOTOR VEHICLE OR VESSEL.

IDENTIFICATION NUMBER	YR	MAKE	MODEL	BODY	WT-L-BHP	VESSEL REGIS. NO.	TITLE NUMBER
JN8AZ08T34W223553	2004	NISS		UT	3663		92375192
PREV. STATE	COLOR	PRIMARY BRAND	SECONDARY BRAND	NO. OF BRANDS	USE	PREV. ISSUE DATE	
N	BLU				PVT		
ODOMETER STATUS FOR VESSEL MANUFACTURE OR ON USE	HULL MATERIAL	PROP	DATE OF ISSUE				
112 MILES	01/07/2005 / ACTUAL		02/04/2005				

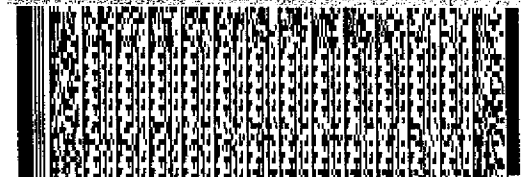
REGISTERED OWNER  
THE CLEAN SEAS CO  
1301 RIVERPLACE BLVD STE 1904  
JACKSONVILLE FL 32207

LIEN RELEASE

INTEREST IN THE ABOVE DESCRIBED VEHICLE IS  
HEREBY RELEASED

BY \_\_\_\_\_

TITLE \_\_\_\_\_ DATE \_\_\_\_\_



1ST LIENHOLDER

NONE

DIVISION OF MOTOR VEHICLES TALLAHASSEE FLORIDA

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

*Carl A. Ford*  
CARL A. FORD  
DIRECTOR

Control Number 70526161

*Paul O. Richardson*  
PAUL O. RICHARDSON  
EXECUTIVE DIRECTOR

ODOMETER CERTIFICATION: Federal and state law require that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted and certified to be free from any liens except as noted on the face of this certificate and the motor vehicle or vessel described is hereby transferred to \_\_\_\_\_

Purchase Price \$ \_\_\_\_\_ Date Sold \$ \_\_\_\_\_

I/We state that this ☐ 5 or ☐ 6 digit odometer now reads  (in digits)

and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein unless one of the odometer statement blocks is checked.

CAUTION  
DO NOT CHECK  
BOX IF AT ALL  
MILEAGE

I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

I hereby certify that the odometer reading is not the actual mileage.

WARNING: ODOMETER DISCREPANCY

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Purchaser: *Richard S. Ludlow as assignee*

Printed Name: *Richard S. Ludlow*

Signature of Assignor: *Wharton Power & Light Co*

Printed Name of Assignor: *Wharton Power & Light Co*

Signature of Notary: \_\_\_\_\_

Signature of Notary: \_\_\_\_\_

Notary Public's License Number: \_\_\_\_\_

Notary Public's License Number: \_\_\_\_\_

Notary Public's Name: \_\_\_\_\_

Notary Public's Name: \_\_\_\_\_

Notary Public's Address: \_\_\_\_\_

Notary Public's Address: \_\_\_\_\_

Notary Public's Phone: \_\_\_\_\_

Notary Public's Phone: \_\_\_\_\_

Notary Public's Email: \_\_\_\_\_

Notary Public's Email: \_\_\_\_\_

STATE OF FLORIDA

PATENT

REEL: 016757 FRAME: 0238

IN THE CIRCUIT COURT, FOURTH  
JUDICIAL CIRCUIT, IN AND FOR DUVAL  
COUNTY, FLORIDA

In re:

THE CLEAN SEAS COMPANY,  
a Florida corporation,

Assignor,  
To:

RICHARD S. LUDLOW,

Assignee.

CASE NO.: 2005-007451-CA

DIVISION: CV-F

**NOTICE OF AND MOTION TO APPROVE PROPOSED SALE OF ASSIGNED  
PROPERTY AND OPPORTUNITY TO BID**

Pursuant to Section 727.111(4), Florida Statutes, assignee, Richard S. Ludlow, will take such action as described in this Notice of and Motion to Approve Proposed Sale of all Assigned Property and Opportunity to Bid without further notice or hearing unless a party in interest files and serves an objection within 20 days from the date of service of this paper. If you object to the relief requested in this paper, you must file your objection with the Clerk of the Court at 330 East Bay Street, Jacksonville, Florida 32202, and serve a copy on the Assignee's attorney, Jacob A. Brown, Akerman Senterfitt, by facsimile at (904)798-3730 and by First Class, United States Mail at 50 North Laura Street, Suite 2500, Jacksonville, Florida 32202. If you file and serve an objection within the time permitted, a hearing will be held Tuesday, January 3, 2006 at 10:00 a.m. before the Honorable Charles O. Mitchell, Jr. in his chambers, at 330 East Bay Street, Room 208, Jacksonville, Florida 32202. Again, if you do not file an objection within the time permitted, the Assignee will proceed to conclude the sale without further notice or hearing.

Assignee, Richard S. Ludlow (the "Assignee"), pursuant to Section 727.111(4), Florida Statutes, files this Notice of and Motion to Approve Proposed Sale of all Assigned Property and Opportunity to Bid, and states:

{JA256748;2}

1. The Assignee is the assignee under an Assignment for the Benefit of Creditors pursuant to Chapter 727, Florida Statutes between The Clean Seas Company ("Clean Seas") and Ludlow dated October 25, 2005 (the "Assignment").

2. On November 1, 2005 (the "Petition Date"), the Assignee filed his Petition for Assignment for the Benefit of Creditors (the "Petition").

3. Prior to the Assignment, Clean Seas, the assignor, was engaged in the business of manufacturing marine paint applications and antifouling products applied to water craft and has a limited quantity of inventory, work in progress and raw materials at its business premises located at 1050 Tallyrand Avenue, Jacksonville, Florida 32206.

4. Since the Petition Date, the Assignee has investigated the assets and liabilities of Clean Seas. The Assignee seeks to sell all assets assigned to him under the Assignment, except for cash and interest earned thereon, through this Motion.

5. On November 21, 2005, the Assignee filed his bond in the amount of \$60,000.00 in accordance with Fla. Stat. § 727.104(2)(b).

6. On November 28, 2005, the Assignee, through his undersigned counsel, took the deposition of the Assignor in accordance with Fla. Stat. § 727.108(2).

7. The assigned property which the Assignee proposes to sell under this Motion is all of the real and personal property, tangible or intangible, that is described in Exhibit A (the "Property"), which is attached hereto and incorporated herein.

8. The Property being sold does not include cash in the approximate amount of \$24,790.77 or any interest earned thereon that the Assignee received under the Assignment. The

cash proceeds of the sale of the Property and the aforementioned cash holdings will be distributed in accordance with Fla. Stat. § 727.114.

9. After the sale of the Property, the Assignee will have liquidated all property of the Clean Seas' estate.

10. After the March 1, 2006 claims deadline, the Assignee will review all filed claims, object to claims if necessary in accordance with Fla. Stat. § 727.113, and then file a final report, distribute the cash in the estate in accordance with Fla. Stat. § 727.114, and seek a discharge and to close this proceeding.

11. The Assignee has searched the records of the Florida Department of State and did not find any evidence of liens or encumbrances on the Property. Furthermore, Warren Powers, corporate representative and majority shareholder of Clean Seas, testified at the November 28, 2005 examination that he was not aware of any secured creditors of Clean Seas.

12. Unless a higher and better offer is received, the Assignee proposes to sell the Property by private sale to Sea Cure, Inc. ("Purchaser") for \$29,805.00 pursuant to the offer which is attached hereto and incorporated herein as Exhibit "B". The Assignee is in possession of the full \$29,805.00 offer amount (the "Initial Offer Deposit"). Warren Powers, majority shareholder of Clean Seas, has an interest in the Purchaser.

13. If no objections are filed in response to this Motion and no additional offers for the Property are received by the Assignee, the Assignee will seek entry of an Order approving the sale of the Property to Purchaser at the January 3, 2006 hearing at 10 a.m. or an *ex parte* hearing prior to that hearing. A closing shall be held within five business days after entry of the Order approving the sale of the Property (the "Closing Date"). On the Closing Date, the Purchaser will



release all rights and interest in the Initial Offer Deposit to the Assignee and the Assignee will deliver a bill of sale to Purchaser for the Property "as is" and without warranty and allow Purchaser to take possession of the Property.

14. If any offers are received by the Assignee in excess of five percent of the Initial Offer Deposit (which would be no less than \$31,295.25) along with a deposit of 10% of such offer in cash or certified funds (which would be no less than \$3,129.53) by Monday, December 26, 2005 then the Assignee shall conduct an auction for the sale of the Property with the persons who have submitted offers in excess of five percent of the Initial Offer Deposit and made the requisite deposit. This auction shall be conducted at 1050 Talleyrand Avenue, Jacksonville, Florida 32206 beginning at 10 a.m. on Wednesday, December 28, 2005. At the conclusion of this auction, the Assignee will announce the highest and best offer and accept a back-up offer. The bidder with the highest and best offer will have until 4 p.m. on December 28, 2005 to deliver the full amount of such offer in cash or certified funds to the Assignee, otherwise Assignee will proceed to accept the back-up offer. The party making the back-up offer shall have until 4 p.m. on December 29, 2005 to deliver the full amount of such offer in cash or certified funds to the Assignee. If the back-up offeror fails to perform as provided for herein, the Assignee will proceed to sell the Property in reverse order of highest and best offers received at auction, but shall not accept any sum less than the Initial Offer Deposit for the Property.

15. If no objections are filed in response to this Motion and an additional offer for the Property is received by the Assignee, the Assignee will seek entry of an Order approving the sale of the Property to party with the offer accepted by the Assignee at auction at the January 3, 2006 hearing at 10 a.m. or an *ex parte* hearing prior to that hearing. A closing shall be held within five

business after entry of the Order approving the sale of the Property (the "Closing Date"). On the Closing Date, the party having made the accepted offer will release all rights and interest in the funds tendered to the Assignee for the purchase of the Property to the Assignee and the Assignee will deliver a bill of sale to said party for the Property "as is" and without warranty and allow said party to take possession of the Property.

16. If a timely objection is filed in response to this Motion, the Assignee will seek resolve any such objection(s) as well as entry of an Order approving the sale of the Property to Purchaser or the party with the offer accepted by the Assignee at auction at the January 3, 2006 hearing at 10 a.m. If such objection(s) is/are overruled, the Assignee will seek an order from the Court directing that a closing be held within five business days after entry of the Order approving the sale of the Property as provided in paragraphs 14 and 15 of this Motion, as applicable.

17. The Assignee will advertise the offer to bid in the Daily Record and in other periodicals. Parties interested in information on the Property and/or in making an offer for the Property may contact the Assignee by electronic mail at [RSLUDLOW@aol.com](mailto:RSLUDLOW@aol.com) or by telephone at (904) 607-1997 or through his undersigned counsel.

18. The Assignee believes that the \$29,805.00 for the Property is the highest and best offer for the Property and that the sale of the Property as provided for herein is in the best interest of Clean Seas, its estate and its creditors.

19. This Notice of and Motion to Approve Proposed Sale of all Assigned Property and Opportunity to Bid was served on all interested parties in this Assignment on Wednesday, November 30, 2005. Accordingly, objections to this Notice of and Motion to Approve Proposed

Sale of all Assigned Property and Opportunity to Bid must be filed and served as provided for herein by no later than Tuesday, December 20, 2005.

WHEREFORE, the Assignee, Richard S. Ludlow, respectfully requests that an Order be entered (1) approving the sale of the Property under the terms set forth in this Motion, (2) authorizing the Assignee, Richard S. Ludlow, to execute any documents necessary to consummate the sale of the Property, and (3) for such other relief as this Court deems just and proper.

RESPECTFULLY submitted this 30th day of November, 2005.

AKERMAN SENTERFITT

By: 

Jacob A. Brown

Florida Bar No. 0170038

50 North Laura Street, Suite 2750

Jacksonville, Florida 32202

Telephone (904) 798-3700

Facsimile (904) 798-3730

ATTORNEYS FOR PETITIONER AND  
ASSIGNEE RICHARD S. LUDLOW

Nov 29 05 11:00a

Richard Ludlow

904-280-3991

p. 2

11-29-05

10:54

From-SEACURE

8043534707

T-187

P.02/07

F-136

# SeaCure Inc.

November 29, 2005

Mr. Richard S. Ludlow  
Michael Moecker & Associates, Inc.  
46 Village Walk Drive  
Ponte Vedra Beach, FL 32082

Dear Richard:


Confirming our conversation as of Monday, November 28th, SeaCure Inc., agrees to purchase all of the assets of Clean Seas Company with the exception of cash on hand, for a combined total price of \$29,805.00. Our check number 1137 for said amount, is attached.

The assets include outstanding accounts receivable in the collective amount of \$15,609.99. One vehicle, all intellectual property, trademarks, copyrights, and miscellaneous tools, parts, packaging material, office and warehouse equipment, as previously identified, in our offer of November 8, 2005 attached.

It is my understanding that this purchase will be finalized without delay upon expiration of the 20 day notification to creditors as required under Florida statute 727. The only exceptions being: (a) A bid from a third party that is a minimum of 10% higher than this offer, or (b) resolution of valid legal challenges (if any), that are received within the 20 day notification period.

This agreement, replaces any and all previous offers either written or verbal.

Respectfully,

  
Warren P. Powers,  
President  
SeaCure Inc.

cc: J. Brown, Brad Markey

Attachments

1050 Talleyrand Avenue • Jacksonville, Florida 32206  
904-353-5353 • Fax 904-353-4707



PATENT  
REEL: 018757 FRAME: 0245

### Exhibit A

All real and personal property, tangible or intangible, which The Clean Seas Company ("Clean Seas") owned or had an interest on November 1, 2005 and that Clean Seas assigned to Richard S. Ludlow (the "Assignee") under the Assignment for Benefit of Creditors dated October 25, 2005, as modified, exchanged, altered, and/or improved by the Assignee including, without limitation, all real property, fixtures, goods, stock, inventory, work in progress, equipment, furniture, furnishings, accounts, accounts receivable, general intangibles, chattel paper, proceeds, balances, credits, bank and other deposits, cash, promissory notes, document, instruments, monies, cash value and proceeds of insurance policies, claims, demands, causes of action, contract rights and interests, lease rights and interests, permits, licenses, trade names, authorizations, prepaid expenses, computer software and programs, records and files, all intellectual proprietary rights, employee covenants and agreements, goodwill and all other intangible rights (the "Property").

The description on this Exhibit A is intended to include everything owned, had, or possessed by Clean Seas and assigned to the Assignee on October 25, 2005 as modified, exchanged, altered, and/or improved by the Assignee except for all cash the Assignee has as of November 30, 2005.

**SEACURE, INC.**  
1050 Talleyrand Avenue  
Jacksonville, Florida 32206  
(904) 353-5353

November 8, 2005

Jacob A. Brown, Esq.  
Akerman, Senterfitt & Eidson, P.A.  
50 North Laura Street  
Suite 2500  
Jacksonville, Florida 32202

Re: Clean Seas Company, Assignment for the Benefit of Creditors

Dear Mr. Brown:

SeaCure, Inc. is interested in purchasing some of the assets and inventory which were assigned to Richard Ludlow by Clean Seas Company in the referenced assignment for the benefit of creditors. SeaCure would agree to pay \$20,000 in exchange for the following:

- (i) an assignment all of Clean Seas' interest, rights and obligations relating to the Lease with the Warren P. Powers Revocable Trust for the property at 1050 Talleyrand Avenue and the License Agreement between Warren P. Powers, Thomas A. Selvig, W. P. Powers Company and Clean Seas dated December 3, 1996;
- (ii) an assignment of all of Clean Seas' right, title and interest in the Patent (Patent No. 5,532,980), Trademark (Registration No. 1937810), domain name and website [www.barnaclean.com](http://www.barnaclean.com) associated with the Barnaclean antifouling technology along with the dyes, tooling and inventory relating to the Sonic/Barnaclean system;
- (iii) transfer of Clean Seas' title to the 2004 Nissan Murano VIN No.: JNSAZOST34W223553; and
- (iv) the furniture and equipment detailed on the attached exhibit.

Since 1994, Clean Seas has averaged less than \$23,000 per year in sales of the Barnaclean system. Even with full-time sales associates and an extensive marketing

Jacob A. Brown, Esq.  
Akerman, Senterfitt & Eidson, P.A.  
November 8, 2005  
Page 2

campaign, this business has never made a profit. There is a very limited and specialized market for Barnaclean. SeaCure's offer includes \$5,000 attributable to the Barnaclean patent, trademark, domain name, website, dyes, tooling and inventory.

SeaCure's offer includes \$12,600 for the Murano which is in line with the liquidation value of that particular vehicle year and model and given its condition.

SeaCure's offer includes \$2,300 for the fixed assets which consist primarily of used computer equipment, furniture and tools. In most cases, these items are a number of years old and would bring very little at auction.

Finally, the last \$100 of the SeaCure offer is for the assignment of the Lease and License Agreement between Warren P. Powers, Thomas A. Selvig, W. P. Powers Company and Clean Seas dated December 3, 1996.

SeaCure understands that notice of its offer must be relayed to all creditors of Clean Seas and that creditors then have an opportunity to object to the proposed sale or, alternatively, make an offer for the assets.

Sincerely,



Nancy Powers  
Secretary

c: Richard S. Ludlow  
57584