

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
Rad Lures, Inc.			03/25/2008
RECEIVING PARTY DATA			
Name:	Holding One, Inc.		
Street Address:	4838 Jenkins Avenue		
City:	North Charleston		
State/Country:	SOUTH CAROLINA		
Postal Code:	29405		
PROPERTY NUMBERS Total: 2			
Property Type	Number		
Application Number:	10947324		
Application Number:	11735520		
CORRESPONDENCE DATA			
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ATTORNEY DOCKET NUMBER:	32146/09000		
NAME OF SUBMITTER:	John C. McElwaine		
<p>Total Attachments: 3</p> <p>source=Patents Assignment#page1.tif</p> <p>source=Patents Assignment#page2.tif</p>			

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**PATENT**  
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## ASSIGNMENT OF PATENTS AND ALL PATENT RIGHTS

This ASSIGNMENT OF PATENTS AND ALL PATENT RIGHTS (this "**Patent Assignment**") dated this 25th day of March, 2008 by **Rad Lures, Inc.**, a South Carolina corporation (the "**Assignor**") to and for the benefit of **Holding One, Inc.**, a South Carolina corporation (the "**Assignee**").

WHEREAS, Assignor and Assignee have agreed to this Patent Assignment in relation to a sale of certain assets from Assignor to Assignee pursuant to that certain Asset Purchase Agreement dated March 25, 2008.

WHEREAS, Assignor has agreed to transfer to Assignee and Assignee has agreed to accept from Assignor, all of Assignor's rights as owner in and to United States patents and foreign filings and all related applications set forth on the attached Schedule A (collectively, the "**Patent Rights**");

WHEREAS, Assignee desires to obtain from Assignor all of Assignor's right, title and interest in and to the Patent Rights in the United States of America and all countries throughout the entire World, their respective possessions and territories (collectively hereinafter referred to as the "**Territory**"), and in any and all other rights which may be granted within the Territory.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Assignor does hereby sell, assign, transfer and set over to Assignee all its ownership, right, title, and interest in and to the Patent Rights and any continuations, divisionals, reexaminations, and foreign equivalents, together with the goodwill of the business in connection with which the Patent Rights are or will be used; all registrations and applications therefore in the Territory, including any divisions, continuations, renewals and extensions of the registration that are to may be secured under the laws of the Territory, now or hereafter in effect. Such assignment of Patent Rights by Assignor is irrevocable and for Assignee's use and enjoyment, and for the use and enjoyment of Assignee's successors, affiliates, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patent Rights, with the right to sue for, and collect the same for, Assignee's own use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor requests that the Commissioner of Patents and Trademarks of the United States or, in the case of the countries outside the United States, the analogous individual or agency responsible for patents, to record Assignee as owner of the Patent Rights, including any variations thereof, for the use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. From time to time after the date hereof, and at the request of either party, and at the expense of the party so requesting, each of the parties hereto shall execute and deliver to such requesting party such documents and take such other action as such requesting party may reasonably request in order to consummate more effectively the transaction contemplated hereby.

4. The terms, covenants, and conditions of this Agreement shall inure to the benefit of Assignee, its successors, affiliates, assigns and/or other legal representatives, and shall be binding on the Assignor, its successors and assigns and/or other legal representatives.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be signed and executed by its duly authorized representative, as of the date indicated above.

**RAD LURES, INC.**

By: 

Its: President

## **Schedule A**

**Title:**

<b><u>COUNTRY</u></b>	<b><u>Application No.</u></b>	<b><u>Patent No.</u></b>
United States	Serial No. 10/947,324 filed September 23, 2004 (and any reissuances, continuations, continuations-in-part, divisionals, appeals, revisions, extensions, and reexaminations thereof)	
United States	Serial No. 11/735,520 filed April 16, 2007 (and any reissuances, continuations, continuations-in-part, divisionals, appeals, revisions, extensions, and reexaminations thereof)	