

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
Harris Acoustic Products Corporation		05/23/2008
RECEIVING PARTY DATA		
Name:	Ultra Electronics Ocean Systems Inc.	
Street Address:	115 Bay Street Drive	
City:	Braintree	
State/Country:	MASSACHUSETTS	
Postal Code:	02184	
PROPERTY NUMBERS Total: 7		
Property Type	Number	
Application Number:	10915228	
Application Number:	10916889	
Patent Number:	5065372	
Patent Number:	5099460	
Patent Number:	5159580	
Patent Number:	6823810	
Patent Number:	6916418	
CORRESPONDENCE DATA		
Fax Number:	(212)836-8689	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-836-7999	
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Correspondent Name:	Stanley Tobias c/o Kaye Scholer LLP	
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CH \$280.00 10915228

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PATENT
REEL: 021118 FRAME: 0838

ATTORNEY DOCKET NUMBER:	62788-0022
NAME OF SUBMITTER:	Stanley Tobias
<p>Total Attachments: 5</p> <p>source=AssignmentofPatents#page1.tif</p> <p>source=AssignmentofPatents#page2.tif</p> <p>source=AssignmentofPatents#page3.tif</p> <p>source=AssignmentofPatents#page4.tif</p> <p>source=AssignmentofPatents#page5.tif</p>	

ASSIGNMENT OF PATENTS

This Assignment of Patents Agreement ("this Agreement") is made and entered into this 23rd day of May, 2008, by and between Harris Acoustic Products Corporation, a Delaware corporation ("Assignor") and Ultra Electronics Ocean Systems Inc., a Delaware corporation ("Assignee").

WITNESSETH

WHEREAS, Assignor is a party to the Asset Purchase Agreement by and between Assignor and Assignee, dated as of April 17, 2008 (the "Asset Purchase Agreement"), pursuant to which Assignor agreed to assign and transfer to Assignee all of Assignor's right, title and interest in and to the Assets (as defined in the Asset Purchase Agreement), including all rights, title and interest in and to the patents and patents applications listed in Exhibit A (the "Patents"), and Assignee agreed to accept such assignment and transfer pursuant to the terms and provision provided in the Asset Purchase Agreement and this Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.
2. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's rights, title and interest in and to the Patents including, without limitation, all goodwill associated therewith, all rights to sue for infringement thereof, all registrations thereof and applications therefor and all reissues, continuations, continuations in part, division and reexaminations, renewals and extensions thereof that may hereafter be secured under applicable Law, to be held and enjoyed by Assignee, after the date hereof for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives, to the same extent as the same would have been held or enjoyed by Assignor if this assignment had not been made.
3. Without further consideration, Assignor and Assignee hereby agree to execute and deliver or cause to be executed and delivered such other instruments of sale, transfer, conveyance and assignment, all registrations or other documents and to take or cause to be taken such action as the other party may reasonably determine is necessary to transfer, convey and assign to Assignee, and to evidence and confirm Assignee's rights to, title in and ownership of, all of Assignee's right, title and interest in and to the Patents.
4. This Agreement and the covenants, obligations, undertakings, rights and benefits hereof shall be binding upon, and shall inure to the benefit of, the respective parties and their respective successors and permitted assigns.

5. In the event of a conflict or inconsistency between this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall govern and control.


6. This Agreement may be filed and recorded among the records of the United States Patent and Trademark Office, or other relevant agency.

7. This Agreement may be executed in one or more counterparts and all such counterparts so executed shall together be deemed to constitute one final agreement as if signed by all parties, and each such counterpart shall be deemed to be the original.

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IN WITNESS WHEREOF, Harris Acoustic Products Corporation, by its duly authorized officer, has executed this assignment, as an instrument under seal on this 23rd day of May, 2008.

HARRIS ACOUSTIC PRODUCTS
CORPORATION

By: 
Name: ROBERT F. CARLSON
Title: CEO

The foregoing assignment of said patents and inventions by Harris Acoustic Products to Ultra Electronics Ocean Systems Inc. is hereby accepted as of the ___ day of _____, 2008.

ULTRA ELECTRONICS OCEAN
SYSTEMS INC.

By: _____
Name: _____
Title: _____

[Signature Page - Assignment of Patent]

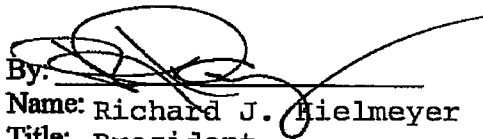
IN WITNESS WHEREOF, Harris Acoustic Products Corporation, by its duly authorized officer, has executed this Agreement on this ___ day of May, 2008.

**HARRIS ACOUSTIC PRODUCTS
CORPORATION**

By: _____
Name:
Title:

The foregoing assignment of said patents and inventions by Harris Acoustic Products to Ultra Electronics Ocean Systems Inc. is hereby accepted as of the 23 day of May, 2008.

**ULTRA ELECTRONICS OCEAN
SYSTEMS INC.**

By: 
Name: Richard J. Rielmeyer
Title: President

[Signature Page - Assignment of Patent]

EXHIBIT A

PATENTS ISSUED

Patent No.	Country	Issue Date	Description
5065372	USA	11/12/91	Sonar Transducer with Explosive Shock Protector
5099460	USA	3/24/92	Sonar Transducer
5159580	USA	10/27/92	Acoustic Transducer for Sending and Receiving Acoustic Communications Signals
6823810	USA	11/30/04	Wireless Ballast Water Monitoring and Reporting System and Marine Voyage Data Recording System
6916418	USA	7/12/05	Assembly and Method for Purifying Water at a Point of Use and Apparatus and Method for Testing Same

PATENTS PENDING

Application No.	Country	Filing Date	Description
20050008739	USA	8/10/04	Method and Assembly for Pasteurizing and Homogenizing Low Viscosity Liquids
20050006314	USA	8/12/04	Method for Purifying Liquids