

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Quit-Claim Bill of Sale and Transfer Statement
CONVEYING PARTY DATA	
Name	Execution Date
Savannah Yacht Company, LLC	07/01/2008
RECEIVING PARTY DATA	
Name:	Branch Banking and Trust Company
Street Address:	900 S. Gay Street
Internal Address:	Suite 2400
City:	Knoxville
State/Country:	TENNESSEE
Postal Code:	37902
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7401568
CORRESPONDENCE DATA	
Fax Number:	(423)752-9548
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	706 209-4103
Email:	mjohnson@bakerdonelson.com, echomyn@bakerdonelson.com
Correspondent Name:	Micheline Kelly Johnson
Address Line 1:	633 Chestnut Street
Address Line 2:	1800 Republic Centre
Address Line 4:	Chattanooga, TENNESSEE 37450-1800
ATTORNEY DOCKET NUMBER:	2814465-0057
NAME OF SUBMITTER:	Micheline Kelly Johnson
Total Attachments: 2 source=BB&T Bill of Sale Savannah Yacht Club#page1.tif source=BB&T Bill of Sale Savannah Yacht Club#page2.tif	

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PATENT

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REEL: 021291 FRAME: 0418

QUIT-CLAIM BILL OF SALE  
and  
TRANSFER STATEMENT

SAVANNAH YACHT COMPANY, LLC ("Savannah Yacht"), a Tennessee limited liability company that has its principal office in Knoxville, Tennessee and that is qualified and conducted business in the State of Georgia, defaulted in connection with obligations to **BRANCH BANKING AND TRUST COMPANY** ("Lender"), a North Carolina banking corporation, that are secured by all of the real and personal property of Savannah Yacht (the "Collateral"). Lender has exercised its post-default remedies with respect to the Collateral.

As part of its exercise of its default remedies, Lender, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby quit-claim, sell, transfer and dispose to Branch Banking and Trust Company ("Buyer"), a North Carolina banking corporation, and to its successors and assigns forever, pursuant to the Uniform Commercial Code, including, without limitation, Section 9-610, all of the right, title and interest of Lender, if any, in and to the Collateral. Lender's disposition is limited to those items of the Collateral in which Lender had and has a valid security interest.

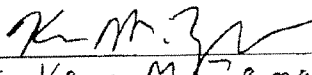
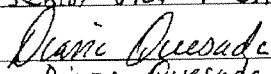
EXCEPT AS EXPRESSLY SET AS SPECIFICALLY PROVIDED HEREIN, LENDER DOES NOT MAKE ANY REPRESENTATION, WARRANTY, COVENANT OR UNDERTAKING, EXPRESS OR IMPLIED, WITH RESPECT TO THE COLLATERAL, OR THE CONDITION, QUALITY, MERCHANTABILITY (IN THE SENSE OF A UCC WARRANTY), FITNESS FOR A PARTICULAR PURPOSE OR VALUE OF THE COLLATERAL, AND THE COLLATERAL IS SOLD WITHOUT RECOURSE ON AN ABSOLUTE "AS IS, WHERE IS" BASIS.

Lender acknowledges that Buyer does not intend to assume and shall not be deemed to assume any debts, liabilities or obligations, contingent or otherwise, of the Savannah Yacht of any nature whatsoever by virtue of the conveyance, assignment and transfer to the Buyer hereunder or otherwise, including, without limitation, any accounts payables, accrued expenses, tax liabilities, product warranty claims, product liability claims, employee liabilities or obligations, liabilities or obligations under any employee benefit plan, liabilities under any contract, environmental liabilities or other liabilities recorded on the books and records or balance sheet of Savannah Yacht.

On or after the date hereof, Lender, from time to time at Buyer's reasonable request and at Buyer's sole expense, will execute and deliver such further instruments and take or cause to be taken such other action to carry out the effect, intent and purpose of this Bill of Sale and Transfer Statement.

Dated as of July 1, 2008.

BRANCH BANKING AND TRUST COMPANY,  
a North Carolina banking corporation

By:   
Name: Kevin M. Remasick  
Title: Senior Vice President  
Attest:   
Name: Diana Quesada  
Title: Vice President

**SCHEDULE I**

**COLLATERAL**

All of the following property of Savannah Yacht:

- (1) Accounts;
- (2) As-extracted collateral;
- (3) Chattel paper;
- (4) Deposit accounts;
- (5) Documents;
- (6) Equipment;
- (7) Farm products;
- (8) Fixtures;
- (9) General intangibles;
- (10) Goods;
- (11) Instruments;
- (12) Inventory;
- (13) Investment property;
- (14) Letter-of-credit rights; and,
- (15) Proceeds and products of all of the foregoing.

Without limiting or restricting the above and foregoing, the Collateral shall also include all of Savannah Yacht's interest in its deposit account or accounts, as now existing or hereafter established with Lender, and in all of Savannah Yacht's rights and interests in any contract.