

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Dr. Walter Presz Jr	02/03/1998
RECEIVING PARTY DATA	
Name:	Stage III Technologies, L.C.
Street Address:	McCarren Field Executive Terminal
Internal Address:	6005 Las Vegas Blvd., South, Suite 7
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89119
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5884472
CORRESPONDENCE DATA	
Fax Number:	(413)596-5355
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	413.596.5900
Email:	wpresz@flodesign.org
Correspondent Name:	Dr. Walt Presz
Address Line 1:	380 Main Street
Address Line 4:	Wilbraham, MASSACHUSETTS 01095
NAME OF SUBMITTER:	Dr. Walter M. Presz, Jr.
<p>Total Attachments: 6</p> <p>source=ALMEC97726--FLOD 0 00001 (2)#page1.tif</p> <p>source=ALMEC97726--FLOD 0 00001 (2)#page2.tif</p> <p>source=ALMEC97726--FLOD 0 00001 (2)#page3.tif</p> <p>source=ALMEC97726--FLOD 0 00001 (2)#page4.tif</p> <p>source=Stage III consult#page1.tif</p> <p>source=Stage III consult#page2.tif</p>	

OP \$40.00 5884472

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REEL: 021731 FRAME: 0122

RECO

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HEET

MRD 4-28-98



To the Honorable Commissioner

100704958

original documents or copy thereof.

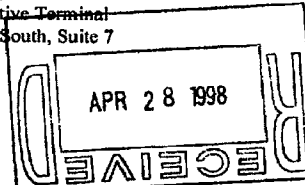
1. Name of conveying party(ies):

Walter M. Presz, Jr.
40 Grove Street
Wilbraham, MA 01095

Gary Reynolds
65 Lindebergh Boulevard
Westfield, MA 01085

2. Name and address of receiving party(ies):

Stage III Technologies, L.C.
McCarran Field Executive Terminal
6005 Las Vegas Blvd. South, Suite 7
Las Vegas, NV 89119



Additional name(s) of conveying party(ies) attached?

☐ yes ☒ no

Additional name(s) & address(es) attached:

☐ yes ☒ no

3. Nature of conveyance:

☒ Assignment ☐ Change of Name☐ Security Agreement ☐ Merger☐ Other _____

Execution Date: February 3, 1998

4. Application number(s) or patent number(s):

If this document is being filed together with a new application,
the execution date of the application is: _____

A. Patent Application No.(s)

09/018,428

B. Patent No.(s)

Additional numbers attached? ☐ yes ☒ no

5. Name and address of party to whom correspondence concerning document should be mailed:

Donald S. Holland, Esq.
HOLLAND & BONZAGNI, P.C.
Longmeadow Professional Park
171 Dwight Road
Longmeadow, MA 01106

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21): \$40.00

☒ Enclosed☐ Authorized to be charged to deposit account.

8. Deposit Account Number: 08-2622

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9. Statement and Signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Donald S. Holland 4/23/98
(Date)

Donald S. Holland, Esq.
Registration No. 29391
HOLLAND & BONZAGNI, P.C.
Longmeadow Professional Park
171 Dwight Road
Longmeadow, MA 01106

Total number of pages including cover sheet, attachments and documents: 4

[97210P12]

REEL: 9140 FRAME: 0406

PATENT
REEL: 021731 FRAME: 0123

ASSIGNMENT

We, WALTER M. PRESZ, JR., of Wilbraham, Massachusetts, and GARY REYNOLDS, of Westfield, Massachusetts, in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, to us paid by STAGE III TECHNOLOGIES, L.C., a corporation organized under the laws of Nevada (previously a Florida corporation), having its principal place of business at McCarran Field Executive Terminal, 6005 Las Vegas Blvd. South, Suite 7, Las Vegas, NV 89119 (previously 3333 Torrey Pines Court, Suite 210, La Jolla, CA 92037), hereby assign to STAGE III TECHNOLOGIES, L.C. aforesaid, its successors, legal representatives and assigns, the entire right, title and interest in this or any other country in and to the invention disclosed in our Utility Application for Letters Patent of the United States executed February 3, 1998, for "ALTERNATING LOBED MIXER/EJECTOR CONCEPT SUPPRESSOR" (a.k.a. "ALMEC") and bearing Holland & Bonzagni, P.C.'s Docket No. 97210P, and we hereby request the Commissioner of Patents and Trademarks to issue any Letters Patent which may be granted on our application to STAGE III TECHNOLOGIES, L.C., its successors, legal representatives and assigns.

And we further grant to STAGE III TECHNOLOGIES, L.C., its successors, legal representatives and assigns, the right to claim for any foreign application for said invention the full benefit of any international agreement between the United States of America and any foreign country or countries.

And we hereby covenant and agree, for ourselves and for our heirs and legal representatives, to execute any continuation or divisional applications of the application above-identified, any proper applications for reissue of patents resulting from any of said original,

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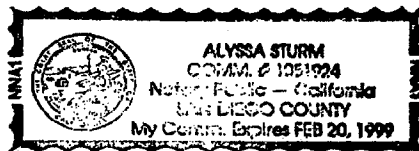
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continuation or divisional applications, any additional oaths that may be required in the aforesaid applications, any papers necessary to protect said inventions in foreign countries, and any preliminary statement required in interference proceedings in which such applications may be involved.

Signed and sealed this 8 day of April, 1998, at 11:40 A.M.

Walter M. Presz, Jr.
WALTER M. PRESZ, JR.

On this 8th day of April, 1998, before me appeared WALTER M. PRESZ, JR., to me personally known, and acknowledged that he executed the foregoing Assignment as his free act and deed.

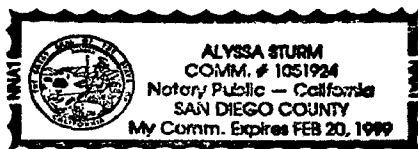


Alyssa Sturm
Notary Public
My Commission Expires: Feb. 20, 1999

Signed and sealed this 8 day of April, 1998, at 11:40 AM

Gary Reynolds
GARY REYNOLDS

On this 8th day of April, 1998, before me appeared GARY REYNOLDS, to me personally known, and acknowledged that he executed the foregoing Assignment as his free act and deed.




Alyssa Sturm
Notary Public
My Commission Expires: Feb. 20, 1999

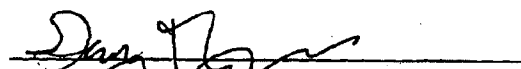
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PATENT
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The application for Letters Patent referred to in the above assignment as being executed February 3, 1998, and bearing Holland & Bonzagni, P.C.'s Docket No. 97210P, has been given by the United States Patent and Trademark Office Serial No. 09/018,428 and filing date of February 4, 1998.


WALTER M. PRESZ, JR.


GARY REYNOLDS

[97210P11]

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RECORDED: 04/28/1998

PATENT
REEL: 9140 FRAME: 0409

PATENT
REEL: 021731 FRAME: 0126

Stage III Consulting Agreement

Dr. Walter M. Presz, Jr.

Amendment to Consulting Agreement, dated as of September 14, 1998, by and between Stage III Technologies, L.C., a Nevada limited liability company (successor to Stage III Technologies, L.C., a Florida limited liability company) ("the Company"), and Flo Design, Inc., a Massachusetts corporation ("Consultant").

WHEREAS, the Company and Consultant are parties to that certain Consulting Agreement dated as of August 17, 1997, as amended on February 25, 1998 (as amended, the "Consulting Agreement");

WHEREAS, the parties hereto desire to amend the Consulting Agreement to change, among other things, (x) the compensation to be paid to Consultant thereunder, which compensation arrangement has heretofore been implemented through Consultant's admission as a member of the Company, and (y) the services to be provided by Consultant thereunder;

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

1. The second sentence in paragraph 1 of the Consulting Agreement is hereby amended and restated in its entirety to read as follows:

"Consultant shall provide Presz' consulting services to the Company at such times as shall be mutually agreed between Consultant and the Company, provided however that Presz shall make himself available for 80 hours per month to provide such services for the duration of the Term. Presz will continue to provide the consulting services in the San Diego, California vicinity as long as the Company continues to reimburse Presz for living expenses, (\$2,000 per month) and contracts consultant for a minimum consulting effort of 80 hours a month."

2. Consultant hereby withdraws as a member of the Company and acknowledges that Consultant no longer has any interest or participation in the profits of the Company or any right to any payments under the Operating Agreement of the Company (the "Operating Agreement"). Consultant agrees that all consideration to be received from the Company for all services rendered and to be rendered shall be received pursuant to the Consulting Agreement, as amended, and that Paragraph 4 of the Consulting Agreement is hereby amended and restated in its entirety to read as follows:

"Consultant shall receive, in consideration for services previously provided to the Company, an income stream payment equal to (i) 2% (percent) of the gross sale of every

Gulfstream stage 3 ship's set hushkit sold by the Company, (or its agents, assigns, successors, employees, licensees or representatives) or twenty thousand (\$20,000) dollars per ship's set hushkit, whichever is greater, and (ii) 2% (percent) of the gross sale of every Folker F-28 ship's set hushkit sold by the Company (or its agents, assigns, successors, employees, licenses or representatives). Such income stream payments shall be made to FloDesign from time to time within 30 days after the receipt by the Company of the proceeds from the sale of the hushkits.

The provisions of this section 2 shall survive the expiration of the Term.

3. Except as amended herein, all terms and provisions of the Consulting Agreement shall remain in full force and effect.

4. Consultant hereby appoints and designates the Company as its attorney-in-fact with full power and authority to execute and deliver an amendment to the Operating Agreement, incorporating such changes as the Company deems necessary or appropriate to effectuate the foregoing provisions of this Amendment.

5. By his signature hereto, Walter M. Presz, Jr. hereby resigns, effective as the date hereof, as a director of the Company.

6. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

STAGE III TECHNOLOGIES, L.C.

By Jack Anderson
Jack Anderson
President & CEO
FLO DESIGN, INC.

By Walter M. Presz, Jr.
Walter M. Presz, Jr.
President
Walter M. Presz, Jr.
Walter M. Presz, Jr.