

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																		
NATURE OF CONVEYANCE:	ASSIGNMENT																		
CONVEYING PARTY DATA																			
<table border="1"><tr><td>Name</td><td>Execution Date</td></tr><tr><td>Wm. T. Burnett Foam, LLC</td><td>03/31/2009</td></tr></table>		Name	Execution Date	Wm. T. Burnett Foam, LLC	03/31/2009														
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RECEIVING PARTY DATA																			
<table border="1"><tr><td>Name:</td><td>Wm. T. Burnett IP, LLC</td></tr><tr><td>Street Address:</td><td>1500 Bush Street</td></tr><tr><td>City:</td><td>Baltimore</td></tr><tr><td>State/Country:</td><td>MARYLAND</td></tr><tr><td>Postal Code:</td><td>21230</td></tr></table>		Name:	Wm. T. Burnett IP, LLC	Street Address:	1500 Bush Street	City:	Baltimore	State/Country:	MARYLAND	Postal Code:	21230								
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PROPERTY NUMBERS Total: 8																			
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CORRESPONDENCE DATA																			
Fax Number: (410)539-6399 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																			
Email: davide@wmtburnett.com																			
Correspondent Name: David A. Emala																			
Address Line 1: 1500 Bush Street																			
Address Line 4: Baltimore, MARYLAND 21230																			

OP \$320.00 5552449

500838118

PATENT
REEL: 022562 FRAME: 0139

NAME OF SUBMITTER:

David A. Emala

Total Attachments: 4

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INTELLECTUAL PROPERTY SALE AGREEMENT

THIS INTELLECTUAL PROPERTY SALE AGREEMENT (this "Agreement") is entered into as of March 31, 2009 (the "Effective Date") between Wm. T. Burnett Foam, LLC., a Maryland limited liability company ("Foam" or "Seller"), and Wm. T. Burnett IP, LLC, a Maryland limited liability company (hereinafter "Buyer").

WHEREAS, Wm. T. Burnett Holding, LLC, the sole member of Foam and Buyer ("Holding"), has determined that it is in the long-term best interests of the Burnett Group that all of the Patents, Trademarks, Derivatives and Non-Patent Intellectual Property Rights associated with or attributable to Foam's business, including Foam Process Technology (the "Foam IP Rights"), be transferred for fair value to Buyer; and

WHEREAS, in connection therewith, Foam desires to sell and Buyer desires to acquire the Foam IP Rights as hereinafter provided and for the consideration hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. DEFINITIONS

1.1. "Affiliate" of a party shall mean an entity directly or indirectly controlling, controlled by or under common control with that party where control means the ownership or control, directly or indirectly, of more than fifty percent (50%) of all of the voting power of the shares (or other securities or rights) entitled to vote for the election of directors or other governing authority; provided that such entity shall be considered an Affiliate only for the time during which such control exists.

1.2. "Burnett Group" means Holding, and each Affiliate of Holding, including each Person that Holding directly or indirectly controls immediately after the Effective Date, and each other Person that becomes an Affiliate of Holding after the Effective Date.

1.3. "Foam Patents" mean: (a) the patents and patent applications identified on the attached Schedule A, together with (b) any parent and/or provisional patent application(s) upon which the priority of any of them is based, (c) all past, present and future divisionals, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of any of the patents or patent applications in subsection (a) or (b), (d) all foreign counterparts of any of the foregoing patents or patent applications in subsection (a), (b), or (c), and (e) all patents that have issued or issue in the future (including the right to apply for such patents) from any of the patents or patent applications in subsection (a), (b), (c) or (d).

1.12. "Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency, or political subdivision thereof. As used in this Agreement, the term "third Person(s)" means a Person that is neither a party to this Agreement nor an Affiliate of a party to this Agreement.

1.13. "Product" shall mean any product that cannot be developed, manufactured, used, leased, sold or imported, in whole or in part, without infringing on one or more of the Foam IP Rights.

1.14. "Software" means computer programs and systems, whether embodied in software, firmware or otherwise, including, software compilations, software implementations of algorithms, software tool sets, compilers, and software models and methodologies (regardless of the stage of development or completion) including any and all: (a) media on which any of the foregoing is recorded; (b) forms in which any of the foregoing is embodied (whether in source code, object code, executable code or human readable form); and (c) translation, ported versions and modifications of any of the foregoing.

1.15. "Technology" means any and all technical information, Software, specifications, drawings, records, documentation, works of authorship or other creative works, ideas, knowledge, know-how, trade secrets, invention disclosures or other data including works subject to Copyrights and Mask Works (but does not include Trademarks or Patents).

1.16. "Trademarks" means: (a) the trademarks identified on the attached Exhibit B, together with (b) trademarks, service marks, logos, trade dress and trade names, and domain names indicating the source of goods or services, and other indicia of commercial source or origin (whether registered, common law, statutory or otherwise); (c) all registrations and applications to register the foregoing anywhere in the world; (d) all goodwill associated therewith; and (e) all rights in and to any of the foregoing.

2. FOAM IP TRANSFER

2.1. Assignment. Effective upon the Effective Date, Foam hereby irrevocably assigns, conveys, sells, grants and transfers to Buyer, its successors and assigns all of its rights, title and interest of every kind and character throughout the world in and to the Foam IP Rights to the full extent of its ownership or interest therein, including, without limitation:

- (a) All rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and

- (b) Any and all other rights and interests arising out of, in connection with or in relation to the Foam IP Rights, including without limitation the right to receive any royalties or other consideration relating to any license or similar permission.

2.2. Recordation; Further Assurances. The parties shall execute and file with the United States Patent and Trademark Office a confirmatory assignment with respect to the Patents and Trademarks included in the Foam IP Rights.

2.3. Appointment. In the event that Buyer is unable, after reasonable notice to Foam, for any reason whatsoever, to secure Foam's signature to any document Foam is required to execute pursuant to this Section 2 to vest, secure, perfect, protect or enforce the rights and interests of Buyer in and to the Foam IP Rights, Foam hereby irrevocably designates and appoints Buyer and its duly authorized officers and agents as Buyer's agents and attorneys-in-fact, to act for and on its behalf and instead of Buyer, to execute and file any such documents and to do all other lawfully permitted acts to further the purposes of Section 2 with the same legal force and effect as if executed by Foam.

3. PAYMENT FOR FOAM IP RIGHTS TRANSFER

3.1. Purchase Price. Buyer shall pay to Foam the sum of [REDACTED] dollars (US [REDACTED]), in exchange for the Foam IP Rights, which amount shall be reflected on the books and records of Foam and Buyer as soon as practicable after the Effective Date of this Agreement.

3.2. Taxes. Buyer shall pay, and shall indemnify and hold Foam harmless from, all taxes, duties and levies directly imposed by all federal, state, local or other taxing authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, other than taxes imposed or based on Foam's net income.

4. REPRESENTATIONS AND WARRANTIES; COVENANTS

4.1. Mutual Representations and Warranties. Each party represents and warrants that it has the power and authority to enter into this Agreement and to perform its obligations hereunder, that this Agreement is binding on and enforceable against the parties in accordance with its terms, and that compliance by each party with its obligations hereunder shall not conflict with or result in a breach of any agreement to which such party is a party or is otherwise bound.

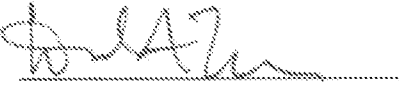
4.2. Seller Representations and Warranties. Foam represents and warrants that, as of the Effective Date:

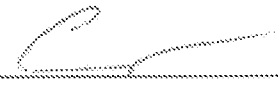
- (a) Foam is the lawful owner of all right, title and interest in and to the Foam IP Rights, and has the unrestricted right to assign such right,

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by a duly authorized officer on the day and year first above written.

ATTEST:

WM. T. BURNETT FOAM, LLC

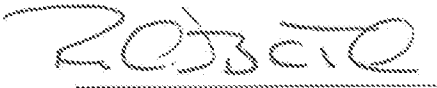


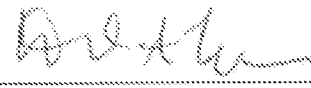
By:  (seal)

Title: President

ATTEST:

WM. T. BURNETT IP, LLC



By:  (seal)

Title: VP