

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Ian Morris</td> <td>05/10/2006</td> </tr> </tbody> </table>		Name	Execution Date	Ian Morris	05/10/2006						
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>SeaOne Maritime Corp.</td> </tr> <tr> <td>Street Address:</td> <td>Three Allen Center, 333 Clay Street, Suite 4605</td> </tr> <tr> <td>City:</td> <td>Houston</td> </tr> <tr> <td>State/Country:</td> <td>TEXAS</td> </tr> <tr> <td>Postal Code:</td> <td>77002</td> </tr> </table>		Name:	SeaOne Maritime Corp.	Street Address:	Three Allen Center, 333 Clay Street, Suite 4605	City:	Houston	State/Country:	TEXAS	Postal Code:	77002
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PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13272136</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13272136						
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CORRESPONDENCE DATA											
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ATTORNEY DOCKET NUMBER:	14959.4009										
NAME OF SUBMITTER:	Kenneth S. Roberts										
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CONSULTANT WORK AGREEMENT

This CONSULTANT WORK AGREEMENT (the "Agreement") is made and entered into effective as of the 10th day of May, 2006 (the "Effective Date") by and between SeaOne Maritime Corp., a Delaware corporation with its principal place of business located at Three Allen Center, 333 Clay Street, Suite 4605, Houston, Texas, 77002 (hereinafter referred to as "SeaOne") and Ian Morris, a citizen of Canada with permanent residence at 791 Sassaby Place, Campbell River, British Columbia V9W 8B2 Canada (hereinafter referred to as "CONSULTANT") for the purpose of establishing a business relationship and the terms related thereto regarding the engagement of CONSULTANT by SeaOne for certain services by CONSULTANT, providing for the payment by SeaOne to CONSULTANT for such services, and for protecting certain proprietary rights of SeaOne;

WHEREAS, certain individuals who are current shareholders of SeaOne (the "Shareholders") and CONSULTANT entered into a Memorandum of Understanding dated as of July 15, 2004 (the "MOU") relating to certain Deliverables (as defined therein) that CONSULTANT agreed to deliver to the Shareholders on behalf of SeaOne (referred to in the MOU as the "Proposed Venture"), and contemplating this Agreement and the terms herein;

WHEREAS, SeaOne and CONSULTANT have entered into that certain "Agreement dated as of the 3rd of September, 2004," that certain "Agreement dated as of the 30th of September, 2004," and that certain "Agreement dated as of the 12th of October, 2004" (collectively, the "Cash Advance Agreements") whereby SeaOne advanced to CONSULTANT a total of [REDACTED] for services to be provided by CONSULTANT pursuant to these aforementioned agreements;

WHEREAS, CONSULTANT has prepared and provided to SeaOne under the terms of the MOU both (a) a detailed written description of the gas liquid storage system for which SeaOne has a patent pending with the United States Patent and Trademark Office ("USPTO") and entitled "Storage of Natural Gas in Liquid Solvents and Methods to Absorb and Segregate Natural Gas into and out of Liquid Solvents" (the "First Patent") and (b) a detailed written description of the gas loading and unloading system for which SeaOne has a patent pending with the USPTO and entitled "Liquid Displacement Shuttle System and Method" (the "Second Patent");

WHEREAS, SeaOne has filed a preliminary utility patent application entitled "Method of Transport and Storage of Natural Gas" was filed with the USPTO and may be found in United States Utility Patent Application as a Preliminary Application Ref. No. 14959.4003 with the serial number of 60/697810 (the "Third Patent");

WHEREAS, SeaOne has submitted preliminary papers to its patent attorneys, Orrick Herrington & Sutcliffe, LLP, for the filing of a utility patent application to be filed with the USPTO for what will termed as the "Loading/Offloading Patent" (as and when filed with the USPTO, the "Fourth Patent");

WHEREAS, SeaOne and CONSULTANT entered into that Consultant Work Agreement made and entered into effective as of the 6th day of December, 2004 which terminated on July 1, 2005 (the "Initial Agreement") and certain Work Orders designated as Appendices "A" through



"I" to the Initial Agreement whereby CONSULTANT provided certain services for fees pursuant to such Appendices; and

WHEREAS, SeaOne and CONSULTANT now desire to specify the terms whereby CONSULTANT would provide certain engineering, design and technical services and deliver certain items relating to such services to SeaOne in connection with SeaOne's business which includes, but is not limited to, the processing, storage and transportation of gas and gas fluid including without limitation compressed liquid natural gas, and the development of the First Patent (as hereinafter defined) and the Second Patent (as hereinafter defined) relating to certain technology and processes for gas storage and transportation (collectively referred to herein as the "Business");

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, the parties hereto agree as follows:

1. **Term.** This Agreement shall commence on the Effective Date and shall terminate on that final date on which SeaOne receives written notice from the United States Patent Office that the First Patent, the Second Patent, the Third Patent, and the Fourth Patent have all been granted (the period from the Effective Date to such termination date referred to herein as the "Agreement Period").

2. **Statement of Work.** During the Agreement Period, SeaOne may, but is not obligated to, develop and, together with CONSULTANT, execute a Statement of Work substantially in the form attached as "Exhibit A" hereto. Each Statement of Work, upon execution by CONSULTANT and SeaOne, will be automatically be incorporated into and become part of this Agreement as an appendix hereto.

Each Statement of Work will specify and describe the specific engineering, design and technical services to be provided by CONSULTANT to SeaOne that are expected to be, but are not limited to, for the ongoing development for the Compressed Gas Liquid™ (CGL™) containment systems, the loading and unloading CGL™ systems and their incorporation into the design and construction of SeaOne's tankers.

3. **Termination.** Either party may terminate this Agreement without cause upon sixty (60) days prior written notice to the other party or immediately by SeaOne pursuant to Section 4 of the Statement of Work or upon breach by the CONSULTANT of the representations under Section 8(h) of this Agreement. All provisions of the Agreement shall remain in full force until the expiration of such 60 day notice period. The provisions of Sections 4 through 17 will survive any termination of this Agreement.

4. **Compensation.**

(a) Unless otherwise agreed, SeaOne agrees to pay to CONSULTANT and CONSULTANT agrees to accept from SeaOne in payment for services rendered by CONSULTANT pursuant to this Agreement, as may be provided from time to time by SeaOne to CONSULTANT hereunder, a fee in an amount equal to the sum of (1) [REDACTED] per month with the initial fee of [REDACTED] payable by SeaOne to Consultant upon execution of this Agreement and each monthly fee of [REDACTED] thereafter payable by SeaOne to

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CONSULTANT on the 1st business day of the month during the Agreement Period and (2) [REDACTED] per hour for services pursuant to a Statement of Work. No invoice is required of CONSULTANT with respect to the [REDACTED] monthly fee. Fees that are payable to CONSULTANT pursuant to a Statement of Work shall be paid within three (3) business days following the receipt of an invoice from CONSULTANT, which invoice shall not be presented by CONSULTANT to SeaOne more frequently than once per week, and following reasonable satisfaction by SeaOne of either progress towards or the completion of the Deliverables required by CONSULTANT under the related Statement of Work. Consultant acknowledges that SeaOne is unable to pay the monthly fee of [REDACTED] contemplated hereunder on any date other than the first business day of the month and is unable to pay fees pursuant to a Statement of Work until SeaOne is in receipt of an invoice from CONSULTANT. All such compensation shall be payable by SeaOne to CONSULTANT by bank wire payment of funds pursuant to the specific instructions to be provided to SeaOne by CONSULTANT concurrently with the execution of this Agreement.

(b) SeaOne agrees to provide for or to reimburse CONSULTANT for reasonable out-of-pocket expenses including the cost of transportation, meals and lodging, provided such expenses are incurred in the course of conducting services pursuant to a Statement of Work. Any single out-of-pocket expense item that is expected to be in excess of [REDACTED] and for which CONSULTANT expects to be reimbursed must be pre-approved in writing by SeaOne. All out-of-pocket expenses in excess of [REDACTED] must be accompanied by an original receipt and included as an attachment to the invoice presented to SeaOne in connection with any Statement of Work. Expenses incurred in Canadian dollars must be submitted on a separate invoice and will be reimbursed to CONSULTANT in Canadian dollars. Expenses incurred in currencies other than the United States dollar or the Canadian dollar must be shown separately, must be accompanied by a credit card statement or other supporting documentation evidencing the conversion of such currency into United States dollars or Canadian dollars, as the case may be, and will be reimbursed to CONSULTANT in United States dollars or Canadian dollars. All invoices presented to SeaOne will be payable pursuant to the terms of Section 5 hereof.

(c) For purposes of this Agreement, all references to the "United States" shall mean the "United States of America."

5. **Relationship Between the Parties.** CONSULTANT is retained and engaged by SeaOne only for the purposes and to the extent set forth in this Agreement and in each appended Statement of Work, and the relationship by and between CONSULTANT and SeaOne shall be as an independent contractor. CONSULTANT shall not be considered under the provisions of this Agreement or otherwise as an employee or shareholder of SeaOne, or as being entitled to participate in any plans, arrangements, or distributions by SeaOne pertaining to or in connection with any pension, stock, bonus, profit sharing or similar benefits of SeaOne's regular employees, if any, or shareholders. CONSULTANT shall not use the SeaOne name nor represent to any third party or purport to be acting on behalf of SeaOne for any purpose whatsoever except directly in connection with the performance of his obligations under this Agreement and any Statement of Work.

6. **Taxes.** CONSULTANT will be liable for all taxes imposed on him or his business by any state, local or federal government in the United States of America, Canada or elsewhere.

Accordingly, SeaOne will not withhold from CONSULTANT's fees any moneys for payment of taxes, including federal, state, or provincial income taxes, social security taxes, or other withholdings. CONSULTANT agrees to hold harmless and indemnify SeaOne from and against the payment of any taxes on account of CONSULTANT's performance hereunder.

7. Confidential Information. CONSULTANT and SeaOne have had discussions prior to the execution of this Agreement concerning the Business. The Business is the property of SeaOne and is believed by SeaOne to be novel and unique. SeaOne has expended substantial time, effort and funds with respect to the Business, and considers its information pertaining thereto to be confidential, and desires to protect its Business and know-how and other proprietary information pertaining thereto. As part of their interactions under this Agreement, each party may need to disclose to the other certain information which the disclosing party deems proprietary and confidential. Each party is willing to reveal certain proprietary and confidential information on a confidential basis on the following terms:

(a) Confidentiality of Information. Except as provided in this Agreement, neither party shall intentionally disclose to any other person, firm or corporation (other than to personnel of affiliated companies with a need to know and who receive such information subject to the same or comparable restrictions as are contained in this Agreement), or use for its own benefit any information it receives from the other party whether or not such information is designated in writing as "Proprietary" or "Confidential," whether such information is tangible or intangible, in written or in machine readable form, or any information disclosed orally or visually to the recipient party (collectively, the "Confidential Information"). This Agreement shall not be construed to bind or impose obligations upon any division, subsidiary, business unit and/or affiliated company of SeaOne, except for any such division, subsidiary, business unit or affiliated company that has access to the Confidential Information in accordance with the terms hereof.

(b) Permitted Uses. The recipient party agrees that it will only use the disclosing party's Confidential Information for the specific purpose of developing the Business.

(c) Standard of Care. Each party shall use at least the same degree of care to avoid inadvertent disclosure or unpermitted use of the other party's Confidential Information which it employs with respect to its own proprietary or confidential information of a similar nature which it does not wish to have disseminated, published or disclosed.

(d) Inapplicability of Restrictions. There shall be no restrictions under this Agreement with respect to any portion of the Confidential Information which:

(i) is known to the recipient party or any affiliated company of the recipient party at the time of its disclosure to the recipient party without breach of this Agreement;

(ii) is or becomes publicly known through no wrongful act of the recipient party or any affiliated company of the recipient party;

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(iii) is received from a third party without breach of the restrictions contained in this Agreement;

(iv) is independently developed by the recipient party or any affiliated company of the recipient party without breach of the restrictions contained in this Agreement;

(v) is furnished to any third party by the disclosing party without a similar restriction on the recipient party's rights;

(vi) is approved for release by the disclosing party; or

(vii) is required by court order or governmental agency to be disclosed; provided that the disclosing party is informed of the court order and is given a reasonable opportunity to prevent disclosure of or have the Confidential Information maintained as confidential under protective order.

(e) Return of Materials. CONSULTANT agrees to promptly return to SeaOne all written materials and other documents and things made available or supplied by SeaOne to CONSULTANT and all copies thereof upon request of SeaOne.

(f) Affirmative Covenant. CONSULTANT acknowledges that no public statements, including, but not limited to, statements made directly or indirectly to the press, statements made to individuals preparing or responsible for preparing press releases, or statements in the form of a press release, regarding SeaOne and its Confidential Information or Inventions (hereinafter defined), and the research or theories related thereto, can be or will be made by CONSULTANT or on behalf of CONSULTANT without the express authorization of an officer of SeaOne. Accordingly, any paper proposed to be delivered at a scientific or academic meeting outside SeaOne and any paper proposed to be published in any form outside SeaOne must be submitted to an officer of SeaOne for prior written approval if its contents relate to SeaOne and its Confidential Information or Inventions, and the research, theories or discoveries related thereto.

(g) Further Affirmation. CONSULTANT shall not disseminate or receive any Confidential Information or any information regarding to the Business at or from any location, office or company where the owners of that location, office or company may claim or attempt to claim an ownership interest in the Confidential Information or any proprietary rights of SeaOne.

8. Proprietary Rights. The provisions of this Section 8 cannot be amended by a Statement of Work or any other amendment unless such document expressly states that it is intended to amend this Section 8.

(a) Copyrights.

(i) CONSULTANT may be asked to prepare literary, graphic, photographic, computer programs or software, or other works of art or authorship

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(herein after referred to as "Works"), within the scope of this Agreement and appended Statements of Work and for use in connection with the Business, and CONSULTANT recognizes and agrees that SeaOne shall have the right to direct and supervise the Works prepared by the CONSULTANT and that such Works shall be considered, to the extent possible under applicable laws, to be works made for hire and that SeaOne does and shall own all copyright rights therein.

(ii) CONSULTANT hereby consents to the transfer and assignment of all right, title and interest in all Works to SeaOne to the extent the same are not already owned by the SeaOne as works made for hire. This transfer and assignment to SeaOne includes all rights in and to the Works and specifically includes all copyright rights in the Works in the United States of America and in all foreign countries, including all rights and benefits under the Universal Copyright Conventions, Berne and Buenos Aires Conventions and all other proclamations and treaties and relationships relating to and with other countries. CONSULTANT further acknowledges and agrees that all copyright rights, both in the United States of America and in all foreign countries, in and to the Works shall and do belong solely and exclusively to SeaOne, including all rights comprised in the copyright to reproduce, prepare derivative works, distribute copies, perform, and display, as well as to assign, convey, license or otherwise authorize use of such Works. SeaOne in its sole discretion shall have the right to register copyright rights to the Works in its own name, or in the name of CONSULTANT to the extent SeaOne believes appropriate, and SeaOne shall have the exclusive right to modify or dispose of the Works and any rights thereto in any way it sees fit.

(iii) CONSULTANT hereby acknowledges and agrees that the Works are and will be of CONSULTANT's own creation, and are and will be original Works created by CONSULTANT and that no other person or entity has or will have any right, title or interest therein. In the event any of the Works are prepared for or on behalf of CONSULTANT by a third party, CONSULTANT agrees to obtain from each such third party an assignment to SeaOne like this assignment.

(b) Disclosure and Cooperation. CONSULTANT further agrees that CONSULTANT will promptly make the fullest disclosure to SeaOne and will hold in trust for the sole right and benefit of SeaOne any and all Inventions which the CONSULTANT solely or jointly conceives or develops, or reduces to practice or causes to be conceived or developed or reduced to practice, during the Agreement Period which in any way relate to the Business of SeaOne or any contemplated business of SeaOne or its actual or demonstratively anticipated research or Business, or which are made using SeaOne's equipment, supplies, facilities, Confidential Information or trade secrets, or which result from any work performed by CONSULTANT for SeaOne. CONSULTANT hereby assigns and agrees to assign to SeaOne or its nominee all such Inventions and all United States patent rights therein, and all patent rights therein in all other countries of the world, including all priority rights under the International Convention, and CONSULTANT agrees during the term of the Agreement Period to assist SeaOne in every proper way, at SeaOne's expense, in obtaining and enforcing patents thereon, including executing all papers for use in applying for, obtaining and enforcing such patents, together with assignments thereof to



SeaOne or its nominees, and assisting in any litigation, pre-litigation or administrative agency matters or proceedings relating to such patents or applications therefore by SeaOne, at SeaOne' expense.

(c) Inventions.

(i) Inventions made or conceived as a result of the duties to, or the services performed for SeaOne under this Agreement, shall be the sole property of SeaOne.

(ii) "Inventions" means discoveries, innovations, improvements, concepts and ideas whether patentable or not, including, but not limited to, processes, methods, machines, manufactures, compositions of matter, articles, formulas and techniques, as well as improvements thereof and trade secrets and know-how related thereto, and related to the business of SeaOne, or concerning any present, prospective or contemplated activities of SeaOne, or which are made using SeaOne's equipment, supplies, facilities, Confidential Information or other trade secrets, or which result from any work performed by CONSULTANT for SeaOne.

(iii) In the event SeaOne is unable for any reason whatsoever to secure CONSULTANT's signature to any lawful or necessary documents required to apply for or to prosecute any United States of America or foreign application for patents which, by the terms of this Agreement, belong to SeaOne, CONSULTANT hereby irrevocably designates and appoints SeaOne and its duly authorized officers and agents as CONSULTANT's agents and attorneys-in-fact to act for and in CONSULTANT's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents thereon with the same legal force and effect as if executed by CONSULTANT. CONSULTANT hereby waives and quitclaims to SeaOne any and all claims of any nature whatsoever which CONSULTANT may now have or may hereafter have for infringement of any patent or patents resulting from any such application.

(d) Work product. All drawings, designs, reports, computations, calculations, working papers, documents, instruments or any other materials of any form received or prepared by CONSULTANT pursuant to this Agreement are the sole property of SeaOne, and are to be delivered to SeaOne upon request.

(e) Trade Secrets. Any of SeaOne's confidential or trade secret information (the "Trade Secrets") which CONSULTANT is exposed to or develops will be retained strictly confidential by CONSULTANT and will not be published, stated or used in any way without the express written consent of SeaOne.

(f) Other Contracts. CONSULTANT warrants that its entering into this Agreement does not conflict with any obligations it has under any other agreement.

(g) Conflict of Interest. During the Agreement Period, CONSULTANT agrees that it will not serve any interest or do any act or thing which might conflict with the

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interests of SeaOne and that CONSULTANT will not enter into services that may be construed as in competition with SeaOne or in competition with any of SeaOne' existing or future products or services. CONSULTANT further agrees to refrain from performing services for any competitor of SeaOne during the Agreement Period.

(h) Representation and Warranty. CONSULTANT hereby acknowledges, represents, and warrants that all representations made by CONSULTANT in this Agreement are true, correct and accurate, and all Deliverables under this Agreement are and will be correct, accurate and complete. To the extent that any Deliverable is not correct, accurate and complete, and such inaccuracies are not due to the gross negligence of the CONSULTANT, CONSULTANT will be given reasonable time (as determined by SeaOne in its sole discretion) to correct such inaccuracy.

9. Injunctive Relief. CONSULTANT acknowledges that because of the unique nature of the Confidential Information, Business, Inventions, Works and Trade Secrets, SeaOne would suffer irreparable harm if CONSULTANT breaches any of the covenants and promises set forth in this Agreement, that injury to SeaOne from any such breach would be impossible to calculate and that money damages would be inadequate to compensate SeaOne for any such breach. Accordingly, CONSULTANT agrees that if CONSULTANT breaches any provision of this Agreement, SeaOne shall be entitled, in addition to all other remedies and damages available at law or in equity, to injunctive relief or any other appropriate order to restrain any such breach by CONSULTANT, without showing or providing any actual damage sustained by SeaOne, to enforce the terms of this Agreement.

10. No Assignment. CONSULTANT shall not, as long as this Agreement is in effect, either directly or indirectly sell, assign, mortgage, hypothecate, transfer, pledge, lien, encumber, give or any way otherwise dispose of his rights and obligations under this Agreement, including (without limitation) any Compensation specified in Section 4 of this Agreement.

11. No License. This Agreement shall not be construed to grant any license or other rights to CONSULTANT except as specified herein.

12. Governing Law. This Agreement shall be interpreted and enforced in accordance with and shall be governed by the laws of the State of New York excluding its conflict of law provisions.

13. Entire Agreement. This Agreement, including the Appendixes referred to herein, constitutes the entire agreement between the parties hereto and is intended by the parties to be a final expression of their agreement and a complete and exclusive statement of its terms, which supersedes all prior oral or written offers, negotiations, discussions or other communications.

14. Severability. If any term or provision of this Agreement is found to be illegal or unenforceable then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

15. Amendment. No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

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16. **Waiver.** No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.


17. **Successors.** This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

18. **Counterparts.** This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.

The parties hereto hereby execute this Agreement as of the date and year first above written.

SEAONE MARITIME CORP.

IAN MORRIS

by 

Name: M. Barton Baker

Title: Executive Vice President