

## 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>Lars Soreide</td> <td>01/26/2012</td> </tr> <tr> <td>Jordan Soblick</td> <td>01/26/2012</td> </tr> </tbody> </table>		Name	Execution Date	Lars Soreide	01/26/2012	Jordan Soblick	01/26/2012				
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Jordan Soblick	01/26/2012										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>T-H Marine Supplies, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>200 Finney Drive</td> </tr> <tr> <td>City:</td> <td>Huntsville</td> </tr> <tr> <td>State/Country:</td> <td>ALABAMA</td> </tr> <tr> <td>Postal Code:</td> <td>35824</td> </tr> </table>		Name:	T-H Marine Supplies, Inc.	Street Address:	200 Finney Drive	City:	Huntsville	State/Country:	ALABAMA	Postal Code:	35824
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CORRESPONDENCE DATA											
<p>Fax Number: (256)517-5200          Phone: 256-517-5100          Email: shall@babco.com</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: Stephen H. Hall          Address Line 1: 200 Clinton Avenue West          Address Line 2: Suite 900          Address Line 4: Huntsville, ALABAMA 35801</p>											
ATTORNEY DOCKET NUMBER:	00T272-301003										
NAME OF SUBMITTER:	David W. Holt										
Total Attachments: 2 source=Patent Assignment executed#page1.tif source=Patent Assignment executed#page2.tif											

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## PATENT ASSIGNMENT

This Patent Assignment (this "Assignment") is entered into this 26<sup>th</sup> day of January, 2012, by and between Lars Soreide ("Soreide"), an individual residing in the State of Florida, and Jordan Soblick ("Soblick"), an individual residing in the State of Florida (collectively, the "Assignors"), and T-H Marine Supplies, Inc., an Alabama corporation ("T-H Marine"), and is effective as of the date set forth above.

WHEREAS, Assignors are the sole owners of all right, title, and interest in and to U.S. Patent No. 7,150,665 (the "'665 Patent");

WHEREAS, Assignors and T-H Marine have entered into a Settlement Agreement (the "Settlement Agreement") dated January 26<sup>th</sup>, 2012; and

WHEREAS, T-H Marine is desirous of acquiring all right, title and interest in the '665 Patent pursuant to the Settlement Agreement, including the right to sue for past infringement.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which Assignors hereby acknowledge, Assignors hereby sell, convey, transfer, assign, grant and deliver to T-H Marine and its successors and assigns, to have and to hold unto T-H Marine, and its successors and assigns forever, all of Assignors' right, title and interest in and to the '665 Patent, further including all extensions and renewals thereof, and further including all rights to sue for and to recover injunctive and other relief for past and future infringements thereof, and to all income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and to otherwise stand in the place of Assignors in all matters related thereto.

AND, for the same consideration, Assignors do hereby sell, convey, transfer, assign, grant and deliver to T-H Marine the full, exclusive, and entire right, title and interest in and to any foreign patent, application or applications corresponding to the '665 Patent, in whole or in part, in countries other than the United States, in and to any Letters Patent and similar protective rights granted on said foreign applications, and in and to the right to claim any applicable priority rights arising from or required for said foreign applications under the terms of any applicable conventions, treaties, statutes, or regulations; said foreign applications to be filed and issued in the name of T-H Marine or its designee insofar as permitted by applicable law.

AND, for the same consideration, Assignors do hereby sell, convey, transfer, assign, grant and deliver to T-H Marine all right, title and interest which Assignors may have in and to the tooling, die, design, diagrams, schematics, and the like related to their dual flusher motor kit product.

Assignors for themselves, their successors and assigns covenant and agree that they will execute, deliver and acknowledge (or cause to be executed, delivered and acknowledged), from time to time at the request of T-H Marine and without further consideration, all such instruments of conveyance, transfer, assignment and further assurances and perform or cause to be performed, all such other acts as T-H Marine may reasonably request in order to transfer to, or further perfect in, T-H Marine's title to the '665 Patent. Assignors further agree to sign all lawful papers, execute any

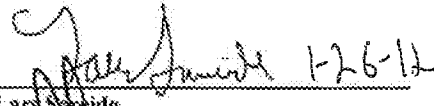
reissues, renewals, amendments, extensions, or continuations thereof, and to make all assignments and rightful oaths, and generally do everything possible to aid T-H Marine, its successors, assigns, and nominees, to obtain and enforce proper protection for all said inventions and improvements in all countries throughout the world.


This Assignment is executed by and shall be binding upon Assignors, and their respective successors, assigns and personal representatives, effective immediately upon its delivery to T-H Marine.

This Assignment does not limit the rights, obligations, representations, warranties and/or indemnifications provided in the Settlement Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Patent Assignment and the terms and conditions of the Settlement Agreement, the terms of the Settlement Agreement shall control.

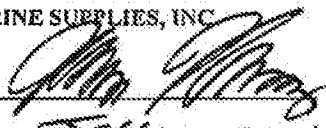
This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Patent Assignment to be duly executed on their respective behalves by their respective duly authorized officers all as of the day and year first above written.

  
Lars Sundberg 1-26-12

  
Jordan Sablick

T-H MARINE SUPPLIES, INC

By:   
Name: JEFFERY W. HUXLEY  
Its: PRESIDENT  
1/26/12