501841192 03/05/2012

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
The Citizens National Bank of Somerset	02/28/2012

RECEIVING PARTY DATA

Name:	Marlin Andres
Street Address:	20 West 7th Street
Internal Address:	c/o Globe Mechanical, Inc.
City:	New Albany
State/Country:	INDIANA
Postal Code:	47150

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	D497871

CORRESPONDENCE DATA

Fax Number: (000)000-0000 Phone: 502-262-8137

Email: mandres@globemechanical.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US

Mail.

Correspondent Name: Marlin Andres
Address Line 1: 20 West 7th Street
Address Line 2: c/o Globe Mechanical, Inc.
Address Line 4: New Albany, INDIANA 47150

ATTORNEY DOCKET NUM	BEK. 1151	84.141407

Total Attachments: 4

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> PATENT REEL: 027803 FRAME: 0936

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made and entered into as of February 28 2012, by and between The Citizens National Bank of Somerset, a National Association, (the "Assignor") and Marlin Andres of New Albany, Indiana (the "Assignee").

WHEREAS, in connection with the consummation of the transactions contemplated by that certain Asset Purchase Agreement dated February 23, 2012 (the "Asset Purchase Agreement"), by and between Assignor and Assignee, Assignor desires to transfer and assign its right, title and interest in and to certain intellectual property and any goodwill connected with the use thereof and symbolized thereby;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

- 1. Assignment of Intellectual Property. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the intellectual property listed on Exhibit A attached hereto and incorporated herein by reference (the "Intellectual Property") and any goodwill connected with the use thereof and symbolized thereby. Assignor does not sell, transfer, convey or otherwise assign to Assignee any other rights besides those specifically expressed above. This Assignment does not give to Assignee the right to use or possess any other property owned by Assignor, whether such other property is tangible property, intangible property or intellectual property.
- 2. No Representations and Warranties by Assignor. Assignor makes no warranty or representation regarding the validity or scope of the Intellectual Property. Assignor makes no warranty or representation that anything used, manufactured, sold or distributed under this Assignment or under the Intellectual Property will be free from infringement of patents, trademarks or other rights of third parties. ASSIGNOR DISCLAIMS ANY AND ALL IMPLIED WARRANTIES (INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).
- 3. <u>Successors</u>. All of the terms and provisions of this Assignment shall be binding upon and inure to the benefit of and be enforceable by the successor and assigns of Assignor and Assignee.
- 4. <u>Severability</u>. If any provision of this Assignment, or any portion thereof, is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other provisions of this Assignment, or remaining portions thereof, will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any such provision, or any portion thereof, is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to

1

modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are consummated to the fullest extent possible. A determination in one jurisdiction that any part, term or provision of this Assignment is unenforceable or prohibited by law does not affect the validity of such part, term or provision in any other jurisdiction.

- 5. <u>Governing Law</u>. This Assignment will be governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky (without giving effect to its laws regarding conflicts of laws).
- 6. <u>Headings</u>. The headings contained in this Assignment are inserted as a matter of convenience and for reference only and will not affect in any way the meaning or interpretation of this Assignment.
- 7. <u>Counterparts and Electronic Signature</u>. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. A manual signature on this Assignment, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes. The delivery of copies of this Assignment, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Assignment for all purposes.

IN WITNESS WHEREOF, this Intellectual Property Assignment has been duly executed and delivered as of the date first written above.

ASSIGNOR:	THE CITIZENS NATIONAL BANK OF SOMERSET By: Shown Name: DONALD E. BLOOMER			
	Title: PRESIDENT & CEO			
State of <u>Kentucky</u>)) :ss				
County of Pulaski)				
The foregoing instrument was acknown February, 2012, by Donald E. Bloomer, Pres Somerset, a National Association, for and on b				
	My Commission expires: 10-4-2019			
ASSIGNEE:	MARLIN ANDRES			
	Muha Andra			
State of \overline{LW}) :ss				
The foregoing instrument was acknowledged before me this $\frac{38}{2}$ th day of February, 2012, by Marlin Andres.				
VILLE STALL OF INDIANA	Notary Public			
	My Commission expires: 6/15//6			
DEANNA BEVILLE NOTARY PUBLIC STATE OF BY 7 33				

Exhibit A

- 1. United States Patent No. D497,871 for a "Flybridge" with issue date November 2, 2004, Application Serial No. 29/168,634, and application filing date October 4, 2002.
- 2. United States Trademark and Service Mark Registration No. 2,270,325 for "SUMERSET HOUSEBOATS" with registration date August 17, 1999, Application Serial No. 75/391,208, and application filing date November 17, 1997.
- 3. Kentucky Service Mark Registration No. 016351 for "SUMERSET SECURE" with registration date July 19, 2006.
- 4. Kentucky Trademark Registration No. 016127 for "SUMERSET HOUSEBOATS" with registration date October 27, 2005.

4

PATENT REEL: 027803 FRAME: 0940