

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Brunswick Corporation	07/27/2011

RECEIVING PARTY DATA

Name:	Hanjoo Metal
Street Address:	753-20 Weosan-Ri, Onsan-Eup, Ulju-Gun
City:	Ulsan
State/Country:	KOREA, REPUBLIC OF
Postal Code:	689892

PROPERTY NUMBERS Total: 16

Property Type	Number
Patent Number:	6845809
Patent Number:	6742567
Patent Number:	2497546
Patent Number:	6796362
Patent Number:	6399017
Patent Number:	7132077
Patent Number:	6932938
Patent Number:	2410806
Patent Number:	6637927
Patent Number:	6402367
Patent Number:	7169350
Patent Number:	6991670
Patent Number:	6432160
Patent Number:	2410979
Patent Number:	2410973

OP \$640.00 6845809

Patent Number:

6443216

CORRESPONDENCE DATA

Fax Number:

Phone: 82-52-231-1945

Email: davidjung@hanjoometal.com

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

Correspondent Name: Hanjoo Metal

Address Line 1: 752-20 Weonsan-Ri, Onsan-Eup, Ulju-Gun

Address Line 4: Ulsan, KOREA, REPUBLIC OF 689892

NAME OF SUBMITTER:

Y J Lee

Total Attachments: 12

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PATENT AND TECHNOLOGY TRANSFER AGREEMENT

This Agreement is made and entered into as of July 27th, 2011 ("Effective Date") by and between

Hanjoo metal Co. Ltd., a corporation organized and existing under the laws of Korea, having its registered head office at 320, Hwasanri, Ulsan, Korea (hereinafter referred to as "Hanjoo" or "Assignee")

and

Brunswick Corporation, a Delaware corporation, having its principal office at 1-N. Field Court, Lake Forest, IL 60045, USA (hereinafter referred to as "Brunswick" or "Assignor") of which Mercury Marine is a division;

Hanjoo and Brunswick hereinafter collectively referred to as "the Parties" and individually as "a Party".

WHEREAS, Brunswick owns certain patent rights as set forth in Exhibit A (the "Patent Rights");

WHEREAS, Hanjoo wishes to acquire the Patent Rights owned by Brunswick;

NOW, THEREFORE, in consideration of the mutual obligations and covenants hereinafter set forth, the Parties have agreed as follows:

Clause 1 Definitions

- 1.1 "Associated Company" shall mean any one or more business entities (i) owned or controlled by Hanjoo or Brunswick, (ii) owning or controlling Hanjoo or Brunswick, or (iii) owned or controlled by the business entity owning or controlling Hanjoo or Brunswick, at the material time. For the purposes of this definition a business entity shall be deemed to own and/or to control another entity if more than 50% (fifty per cent) of the voting stock of the latter business entity, ordinarily entitled to vote in the election of directors (or, if there is no such stock, more than 50% (fifty per cent) of the ownership of or control in the latter business entity) is directly or indirectly held by the owning or controlling business entity.
- 1.2 "Effective Date" shall mean the date first written above.
- 1.3 "Patent Rights" shall mean the patents, patent applications set forth in Exhibit A, including any re-issues, divisionals, thereof and any further patents and patent applications claiming priority thereof.

Clause 2
Transfer of Patents

- 2.1 Assignee, at its own expense, shall be responsible for recording the Assignment in the relevant U.S. and foreign patent offices. Assignor agrees that, when requested, it will without charge to Assignee but at Assignee's expense, sign all papers and do all acts which may reasonably be necessary for vesting title in Assignee for all patents comprised within the Patent Rights in any and all countries.

Clause 3
Consideration

- 3.1 The amount due to the Assignor under this Agreement shall be One Hundred Nineteen Thousand and Eight Hundred United States Dollars (US\$119,800) (the "Purchase Price") as consideration for the Patent Rights in their entirety. This Purchase Price includes \$19,800 in patent annuities and additional fees that Mercury Marine is collecting to pay 22 foreign SOD patent annuities within a 6 month grace period offered under patent law.
- 3.2 Payment of the Purchase Price to Assignor shall be made in full within 15 days from the aforementioned "Effective Date" of this transfer agreement, (the "Closing Date"). Upon receipt of the Purchase Price, Assignor shall deliver to Assignee a fully executed assignment (the "Assignment") in form and substance as set forth on Exhibit B attached hereto. All amounts payable to Assignor under this Agreement shall be made in U.S. dollars. Assignor shall have the right to terminate this Agreement if payment of the Purchase Price is not received by Assignor when due. Assignee shall have no rights of any nature whatsoever in respect of the Patent Rights until the full Purchase Price is received by Assignor. All payments to Assignor under this Agreement shall be made by wire transfer of same day funds to Assignor's bank account as follows:

Assignor's Bank Account

Bank:	JPMorgan Chase New York, NY
ABA Number:	021-000021
Account Name:	Brunswick Corporation
Bank Account Number:	0500259
Specify in Transfer Details:	Mercury Marine

Clause 4
Patent Rights

- 4.1 As a material inducement for Hanjoo to enter into this Agreement, Brunswick represents and warrants that, on the Effective Date of this Agreement:
- (a) it is the rightful owner of the Patent Rights;
 - (b) the Patent Rights are valid and in full force and effect, properly maintained and free from any encumbrance or lien;

- (c) the Patent Rights are the subject of a limited personal, non-exclusive, non-transferable license by Brunswick or one of Brunswick's Associated Companies to Top Die Casting Company, Inc., 13910 Dearborn Avenue, South Beloit, IL 61080, wherein the territory of the license is limited to North America;
- (d) all Patent Rights are free from any patent nullification or ownership claim by any third party, and all such Patent Rights are and shall remain free from any so-called employee compensation claim from any current or former employee of Brunswick or any of Brunswick's Associated Companies.

Upon notification by Hanjoo of the occurrence of any breach of any representation and warranty contained in this clause 4.1, Brunswick shall have thirty (30) days from said notification to cure said breach. Should Brunswick fail to cure said breach, Brunswick shall promptly return to Hanjoo a portion of the amount specified in Clause 3.1, such portion being proportional to the value of the lost patent rights caused by the uncured breach.

- 4.2 Further to Clause 4.1 (b) all annuities, maintenance fees and the like due on the Patent Rights shall be timely paid up by Assignor until the effective date of the Assignment.
- 4.3 Assignee will bear all future costs of maintaining, prosecuting, and enforcing the Patent Rights after the effective date of the Assignment. Assignee agrees to assume responsibility for maintenance and prosecution of all patents and patent applications comprised within the Patent Rights as of the effective date of the Assignment. Assignee shall have the absolute right, at its sole discretion, to file, prosecute, issue, maintain or abandon any of the Patent Rights.

Clause 5

License for Commercial Exploitation of the Patent Rights

- 5.1 Upon Hanjoo's receipt of the fully executed assignment in form and substance as set forth on Exhibit B attached hereto and referred to in Clause 3.2, Hanjoo shall grant and shall cause its Associated Companies to grant to the Mercury Marine division of Brunswick a non-exclusive, non-transferable, irrevocable, world-wide, royalty-free and fully paid-up license, without the right to grant sub-licenses, under any and all of the Patent Rights to use the Patent Rights to the extent necessary to manufacture captive parts or components only at Mercury Marine's facilities in Fond du Lac, WI, USA and solely for use in marine products made and sold by Mercury Marine. This license shall extend to all parties that purchase said marine products from Mercury Marine, any additional resellers of the Mercury Marine marine products, and any end-users of the Mercury Marine marine products.
- 5.2 The license granted to the Mercury Marine division of Brunswick under Clause 5.1 shall endure for the life of the Patent Rights.

Clause 6
Technology Transfer

- 6.1 In addition to the Patent Rights described in Clause 4, Brunswick shall also provide Hanjoo with trade secrets, know-how, and other confidential information related to the technology covered by the Patent Rights, including Powerpoint presentations, electronic drawing files, and machine drawings. This information shall be limited to presentation material and specific machine set-up details originally intended to supplement a billet making machine, which is unrelated to the subject matter of this Agreement. This information shall be transferred via CD or via a data dump using Brunswick's File Transfer Protocol (FTP) website.

Clause 7
Co-operation

- 7.1 At the request of Hanjoo, Brunswick shall provide all co-operation as Hanjoo may reasonably require in connection with the filing, prosecution of the Patent Rights, as well as in connection with any infringement claim or nullification claim in relation to the Patent Rights. Such co-operation may be needed in the form of providing relevant information on inventorship, expert reports and file history.
- 7.2 Brunswick undertakes to procure that the inventors will do all things necessary, including signing of any documents, that may be required by any of the patent offices concerned to support the transfer of the Patent Rights by Brunswick to Hanjoo, with the understanding that all undertakings shall be at Hanjoo's expense. Hanjoo takes no responsibility for rewards or any other debt owed by Brunswick to inventors of the Patent Rights.

Clause 8
Entire Agreement

- 8.1 This Agreement sets forth the entire understanding and agreement between the Parties as to the subject matter of this Agreement and supersedes, cancels and merges all prior agreements, negotiations, commitments, communications and discussions between the Parties as to the subject matter hereof.
- 8.2 It is acknowledged and agreed that the performance by the Parties of their obligations pursuant to this Agreement shall by no means result in any obligation on the part of either Party to enter into any further agreement containing obligations for either Party beyond the obligations contained herein or to realize any transaction with the other with respect to the subject matter hereof.

Clause 9
Notices

9.1 All communications relating to this Agreement shall be directed to:

If to Hanjoo, to:

Hanjoo Metal, 320, Hwasanri
Ulsan, Korea

Attention: Yongjin Ken Lee
FAX: 82 52 237 1113
Email: yjlee@hanjoometal.com

If to Brunswick, to:

Mercury Marine, a Division of Brunswick Corporation
W6250 Pioneer Road
P.O. Box 1939
Fond du Lac, Wisconsin 54936-1939
United States of America
Attention: Eric Bublitz
Fax: 920 929 5253
Email: Eric_Bublitz@mercmarine.com

Clause 10
No Warranties

10.1 Brunswick provides no representations or warranties, express or implied, regarding the technology covered by the Patent Rights, including any warranties of merchantability, efficacy or fitness for a particular or intended purpose, or of freedom from infringement of the patent of third parties or of freedom from violation of intellectual property or other rights of third parties.

Clause 11
No Waiver

11.1 Neither the failure nor the delay of either Party to enforce any provision of this Agreement shall constitute a waiver of such provision or of the right of either Party to enforce each and every provision of this Agreement.

Clause 12
Applicable Law and Jurisdiction

- 12.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, United States of America. Any dispute arising out of or relating to this Agreement between the Parties in connection with this Agreement shall be submitted to the competent courts of the State of Illinois, the United States of America.

Clause 13
Acknowledgement

- 13.1 Hanjoo acknowledges that certain Patent Rights are the subject of a limited, personal, non-exclusive, non-transferrable license to Top Die Casting Company, Inc.. Hanjoo further acknowledges that it has been provided a copy of the license agreement between Brunswick and Top Die Casting Company, Inc., dated October 24, 2006, and Exhibit B thereof.

Clause 14
No Liability

- 14.1 Hanjoo shall not assume any responsibility or obligation under any license of the Patent Rights granted by Brunswick or its Associated Companies, including Mercury Marine, to any third party, including Top Die Casting Company, Inc., even if Hanjoo abandons some or all of the Patent Rights. Brunswick shall provide notice of this Clause to Top Die Casting Company, Inc. upon execution of this Agreement.
- 14.2 Hanjoo shall not assume any responsibility or obligation for any contingent liability arising out of an event or activity related to the Patent Rights and occurring prior to the Effective Date of this Agreement.

Clause 15
Improvements

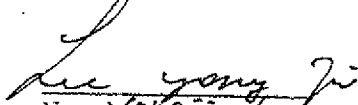
- 15.1 Brunswick and Hanjoo agree that in the event either party makes an improvement to the Patent Rights or any other semi-solid metal or slurry casting process or equipment after the Effective Date of this Agreement, whether or not patent or other protections are sought or obtained for the same, the following results will automatically occur and apply:
- (a) If the improvement is made by Brunswick acting alone or jointly with another party other than Hanjoo, then ownership rights to any U.S. and foreign patent applications filed therefore and patents issuing thereon and any confidential information and know-how associated therewith will belong to and remain with Brunswick; provided, however, that Brunswick may offer to negotiate a license agreement with Hanjoo under reasonable terms.

(b) If the improvement is made by Hanjoo acting alone or jointly with another party other than Brunswick, then ownership rights to any U.S. and foreign patent applications filed therefore and patents issuing thereon and any confidential information and know-how associated therewith will belong to and remain with Hanjoo; provided, however, that Hanjoo may offer to negotiate a license agreement with Brunswick under reasonable terms.

(c) If the improvement is made jointly by Brunswick and Hanjoo, then ownership rights to any U.S. and foreign patent applications filed therefore and patents issuing thereon and any confidential information and know-how associated therewith will belong to and remain with Hanjoo; provided, however, that Hanjoo shall grant back to Brunswick a worldwide, non-exclusive, royalty-free license to use the improvement and such grant-back license shall extend to the suppliers and customers of Brunswick.

AS WITNESS, the Parties have caused this Agreement to be signed in duplicate on the date first written above.

HANJOO


Name: *Yongjin Lee*

Title: *Managing Director*

BRUNSWICK CORP.


Kevin Grodzki

President Sales, Marketing &
Commercial Operations

EXHIBIT A
(OF THE PATENT TRANSFER AGREEMENT)

Patent Rights (US, AU, CA, FR, GB, DE, JP)

	<i>Country</i>	<i>Patent No Issue Date</i>	<i>Title</i>	<i>Inventors</i>	<i>Status</i>
1	US	6,845,809 1/25/2005	Apparatus for & Method of Producing On-Demand Semi-Solid Material for Castings	Samuel M.D. Norville Patrick J. Lombard Jian Lu Shaupoh Wang	Issued
2	US	6,742,567 6/1/2004	Apparatus for and Method of Producing Slurry Material Without Stirring for Application in Semi-Solid Forming	Walter L. Winterbottom Dan V. Chirieac Jason M. Unruh Jian Lu	Issued
3	CA	2497546 1/26/2010	Apparatus for Producing a Metallic Slurry Material for Use in Semi-Solid Forming of Shaped Parts	Patrick J. Lombard Shaupoh Wang Walter Winterbottom George Spiller	Issued
4	DE	60325503.5 12/24/2008	Apparatus for Producing a Metallic Slurry Material for Use in Semi-Solid Forming of Shaped Parts	Patrick J. Lombard Shaupoh Wang Walter Winterbottom George Spiller	Issued
5	FR	1558412 12/24/2008	Apparatus for Producing a Metallic Slurry Material for Use in Semi-Solid Forming of Shaped Parts	Patrick J. Lombard Shaupoh Wang Walter Winterbottom George Spiller	Issued
6	GB	1558412 12/24/2008	Apparatus for Producing a Metallic Slurry Material for Use in Semi-Solid Forming of Shaped Parts	Patrick J. Lombard Shaupoh Wang Walter Winterbottom George Spiller	Issued
7	JP	2004-534546 9/3/2002	Apparatus for Producing a Metallic Slurry Material for Use in Semi-Solid Forming of Shaped Parts	Patrick J. Lombard Shaupoh Wang Walter Winterbottom George Spiller	Issued
8	US	6,796,362 9/28/2004	Apparatus for Producing a Metallic Slurry Material for Use in Semi-Solid Forming of Shaped Parts	Patrick J. Lombard Shaupoh Wang Walter L. Winterbottom George Spiller	Issued
9	US	6,399,017 6/4/2002	Method and Apparatus for Containing and Ejecting a Thixotropic Metal Slurry	Samuel Norville Patrick J. Lombard Shaupoh Wang	Issued
10	US	7,132,077 11/7/2006	Method and Apparatus for Containing and Ejecting a Thixotropic Metal Slurry	Samuel M. D. Norville Patrick J. Lombard Shaupoh Wang	Issued
11	US	6,932,938 8/23/2005	Method and Apparatus for Containing and Ejecting a Thixotropic Metal Slurry	Samuel Norville Patrick J. Lombard Shaupoh Wang	Issued
12	AU	2001264711 8/10/2006	Method and Apparatus for Magnetically Stirring a Thixotropic Metal Slurry	Jian Lu Shaupoh Wang Samuel Norville	Issued
13	CA	2410806 5/12/2008	Method and Apparatus for Magnetically Stirring a Thixotropic Metal Slurry	Jian Lu Shaupoh Wang Samuel Norville	Issued

	<i>Country</i>	<i>Patent No Issue Date</i>	<i>Title</i>	<i>Inventors</i>	<i>Status</i>
14	DE	60111943.6 7/13/2005	Method and Apparatus for Magnetically Stirring a Thixotropic Metal Slurry	Jian Lu Shaupoh Wang Samuel Norville	Issued
16	DE	60035626.4 7/18/2007	Method and Apparatus for Magnetically Stirring a Thixotropic Metal Slurry	Patrick J. Lombard Shaupoh Wang	Issued
16	FR	1294510 7/13/2005	Method and Apparatus for Magnetically Stirring a Thixotropic Metal Slurry	Jian Lu Shaupoh Wang Samuel Norville	Issued
17	FR	1563929 7/18/2007	Method and Apparatus for Magnetically Stirring a Thixotropic Metal Slurry	Patrick J. Lombard Shaupoh Wang	Issued
18	GB	1294510 7/13/2005	Method and Apparatus for Magnetically Stirring a Thixotropic Metal Slurry	Jian Lu Shaupoh Wang Samuel Norville	Issued
19	GB	1563929 7/18/2007	Method and Apparatus for Magnetically Stirring a Thixotropic Metal Slurry	Patrick J. Lombard Shaupoh Wang	Issued
20	US	6,637,927 10/28/2003	Method and Apparatus for Magnetically Stirring a Thixotropic Metal Slurry	Jian Lu Shaupoh Wang Samuel Norville	Issued
21	US	6,402,367 6/11/2002	Method and Apparatus for Magnetically Stirring a Thixotropic Metal Slurry	Jian Lu Shaupoh Wang Samuel Norville	Issued
22	US	7,189,356 1/30/2007	Method and Apparatus for Making a Thixotropic Metal Slurry	Samuel Norville Shaupoh Wang Patrick J. Lombard	Issued
23	US	6,991,670 1/31/2006	Method and Apparatus for Making a Thixotropic Metal Slurry	Samuel Norville Shaupoh Wang Patrick J. Lombard	Issued
24	US	6,432,160 3/13/2002	Method and Apparatus for Making a Thixotropic Metal Slurry	Samuel Norville Shaupoh Wang Patrick J. Lombard	Issued
25	AU	2001261796 7/20/2006	Production of On-Demand Semi-Solid Material for Castings	Samuel Norville Patrick D. Lombard Jian Lu Shaupoh Wang	Issued
26	CA	2410979 7/14/2009	Production of On-Demand Semi-Solid Material for Castings	Samuel Norville Patrick D. Lombard Jian Lu Shaupoh Wang	Issued
27	DE	60137788.0 2/25/2009	Production of On-Demand Semi-Solid Material for Castings	Samuel Norville Patrick D. Lombard Jian Lu Shaupoh Wang	Issued
28	FR	1292411 2/25/2009	Production of On-Demand Semi-Solid Material for Castings	Samuel Norville Patrick D. Lombard Jian Lu Shaupoh Wang	Issued
29	GB	1292411 2/25/2009	Production of On-Demand Semi-Solid Material for Castings	Samuel Norville Patrick D. Lombard Jian Lu Shaupoh Wang	Issued
30	AU	2001274868 7/6/2006	Thermal Jacket for a Vessel	Patrick J. Lombard Shaupoh Wang	Issued
31	CA	2416973 9/15/2009	Thermal Jacket for a Vessel	Patrick J. Lombard Shaupoh Wang	Issued
32	DE	60114618.2 11/2/2005	Thermal Jacket for a Vessel	Patrick J. Lombard Shaupoh Wang	Issued

	<i>Country</i>	<i>Patent No Issue Date</i>	<i>Title</i>	<i>Inventors</i>	<i>Status</i>
33	FR	1292410 11/2/2005	Thermal Jacket for a Vessel	Patrick J. Lombard Shaupoh Wang	Issued
34	GB	1292410 11/2/2005	Thermal Jacket for a Vessel	Patrick J. Lombard Shaupoh Wang	Issued
35	JP	2001-587945 6/1/2000	Thermal Jacket for a Vessel	Patrick J. Lombard Shaupoh Wang	Issued
36	US	6,443,216 9/3/2002	Thermal Jacket for a Vessel	Patrick J. Lombard Shaupoh Wang	Issued

EXHIBIT B
(OF THE PATENT TRANSFER AGREEMENT)

ASSIGNMENT

This Assignment (the "Assignment") is made between BRUNSWICK CORPORATION, a Delaware, USA corporation, having its principal office at 1 N. Field Court, Lake Forest, IL 60045, USA ("Assignor") and HANJOO, a corporation organized and existing under the laws of Korea, having its registered head office at 320 Hwasanri Ulsan Korea ("Assignee").

WHEREAS, Assignor possesses a legal interest in, subject to certain pre-existing third-party rights: (1) patents and patent applications; (2) any and all continuing, divisional, renewal, substitute, reexamination or reissue applications of the patents and patent applications; and (3) all rights of priority; as listed in Exhibit A (collectively the "Patent Rights");

WHEREAS, Assignor and Assignee entered into a certain Patent Transfer Agreement dated July 27th 2011 (the "Agreement");

WHEREAS, the parties wish to ensure the assignment of the Patent Rights such that Assignee may acquire the entire right, title and interest in and to said Patent Rights, subject to the terms and conditions of the Agreement;

WHEREAS, it is desired that the assignment of the Patent Right be made a matter of record in the appropriate domestic and international patent offices; and

NOW THEREFORE for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all of Assignor's worldwide right, title, and interest in and to the Patent Rights, to be held and enjoyed by Assignee, for its own use and benefit, and by Assignee's successors and assigns for their own use and benefit, for the full duration of the terms for which patent right and letters patent may be granted in the U.S. or any other country, subject to the terms and conditions of the Agreement.

IN WITNESS WHEREOF, Assignor executes this Assignment and is made effective as of the date below. The person who signs this Assignment below represents that such person is fully authorized to sign the Assignment on behalf of Assignor.

BRUNSWICK CORPORATION
By: [Signature]
Name: Kevin Grodzki
Title: President Sales, Marketing + Commercial Operations
Effective Date: July 27, 2011