

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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>Barry Megdal</td> <td>12/20/2010</td> </tr> <tr> <td>Hans Scholze</td> <td>12/20/2010</td> </tr> </tbody> </table>		Name	Execution Date	Barry Megdal	12/20/2010	Hans Scholze	12/20/2010				
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>SHB Instruments, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>19215 Parthenia Street</td> </tr> <tr> <td>City:</td> <td>Northridge</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>91324</td> </tr> </table>		Name:	SHB Instruments, Inc.	Street Address:	19215 Parthenia Street	City:	Northridge	State/Country:	CALIFORNIA	Postal Code:	91324
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<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12969363</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12969363						
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CORRESPONDENCE DATA											
<p>Fax Number: (949)760-9502 Phone: 9497600404 Email: efiling@kmob.com <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: Knobbe Martens Olson & Bear, LLP Address Line 1: 2040 Main Street Address Line 2: 14th Floor Address Line 4: Irvine, CALIFORNIA 92614</p>											
ATTORNEY DOCKET NUMBER:	BACON.004A										
NAME OF SUBMITTER:	Karen J. Lenker										
<p>Total Attachments: 3 source=2010-12-20 Executed Assignment#page1.tif source=2010-12-20 Executed Assignment#page2.tif source=2010-12-20 Executed Assignment#page3.tif</p>											

OP \$40.00 12969363

ASSIGNMENT

WHEREAS, We Barry Megdal, a U.S. Citizen, residing at 17417 Londelius Street, Northridge, California 91325 and Hans Scholze, a U.S. Citizen, residing at 324 Wapello Street, Altadena, California 91001 (hereinafter, collectively referred to as "ASSIGNOR") have invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries related to UNDERWATER ACOUSTIC NAVIGATION SYSTEMS AND METHODS (collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States has been filed (identified above) with the United States Patent and Trademark Office (hereinafter the "Application");

AND WHEREAS, SHB INSTRUMENTS, INC. (hereinafter "ASSIGNEE"), a California Corporation, with its principal place of business at 19215 Parthenia Street, Northridge, California 91324, desires to acquire and confirm all right, title, and interest in and to the Application and the Work; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the ASSIGNOR does hereby sell, assign, transfer and set over, unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in the Work and any improvement made thereto including the Application and any other related intellectual property rights such as, but not limited to, copyright rights, copyrightable subject matter, know how, trade secrets, copyright registrations, reproduction rights, and waives any and all moral rights under 17 U.S.C. § 106A or otherwise, and any patent application(s) claiming priority thereto that have been or may hereafter be filed, such patent applications including divisions, continuations, continuations-in-part, reissues and reexaminations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States; and does hereby authorize and request the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of any related Letters Patent, before or after issuance.

ASSIGNOR DOES HEREBY covenant and agree to promptly provide any tangible property embodying or describing the Work, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon creation thereof.

ASSIGNOR DOES HEREBY covenant and agree to communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Work, and testify in any legal proceeding, assist in the preparation of any other applications

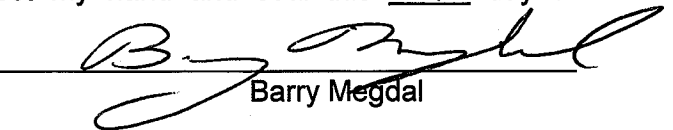
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relating to the Application and the Work or any improvements made thereto, sign all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Application and the Work including any improvements made thereto, any application(s) filed therefrom, and any continuing application(s) filed from aforementioned patent application(s), and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent, copyright or other protectable rights for the Work in all countries and ASSIGNOR does hereby appoint ASSIGNEE as ASSIGNOR's attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to this Assignment.

ASSIGNOR DOES HEREBY covenant and agree not to challenge or oppose, on any grounds whatsoever, the validity of this Assignment or to assist or request any third party to contest the validity of this Assignment, and ASSIGNOR further agrees not to contest the validity or enforceability of any intellectual property rights assigned herein, or to assist or request any third party to contest the validity or enforceability of any intellectual property rights assigned herein. Also, no course of conduct or dealing by ASSIGNOR shall act as an amendment, modification or waiver of any provision of this Assignment unless specifically set forth in writing.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 20 day of December, 2010.


Barry Megdal

STATE OF CALIFORNIA

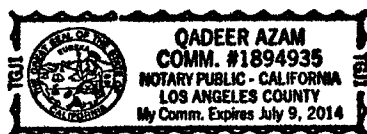
COUNTY OF Los Angeles } ss.

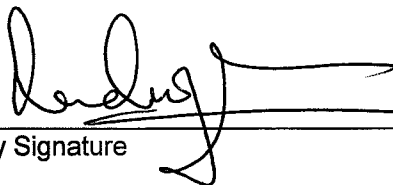
On 12/20/2010, before me, Qadeer Azam, notary public, personally appeared BARRY MEGDAL who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

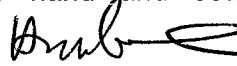



Notary Signature

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 20 day of
December, 2010.



Hans Scholze

STATE OF CALIFORNIA

COUNTY OF

Los Angeles

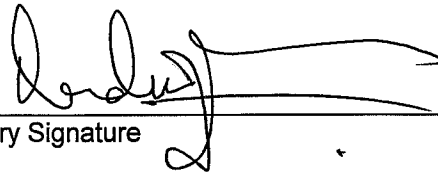
ss.

On 12/20/2010, before me, Qadeer Azam, notary public, personally appeared HANS SCHOLZE who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]



Notary Signature

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