

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Jerrel P. Hollaway	11/10/2010
RECEIVING PARTY DATA	
Name:	Balboa Instruments, Inc.
Street Address:	1382 Bell Avenue
City:	Tustin
State/Country:	CALIFORNIA
Postal Code:	92780
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12586712
CORRESPONDENCE DATA	
Fax Number:	9492506012
Phone:	9492506008
Email:	lr_iplaw@pacbell.net
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Larry K. Roberts
Address Line 1:	P. O. Box 8569
Address Line 4:	Newport Beach, CALIFORNIA 92658
ATTORNEY DOCKET NUMBER:	2256
NAME OF SUBMITTER:	Larry K. Roberts
Total Attachments: 4 source=Assignment of Patents 11 10 2010#page1.tif source=Assignment of Patents 11 10 2010#page2.tif source=Assignment of Patents 11 10 2010#page3.tif source=Assignment of Patents 11 10 2010#page4.tif	

OP \$40.00 12586712

PATENT

## ASSIGNMENT OF PATENTS

This Assignment of Patents ("Assignment") is made effective as of November 10, 2010 by and between Mr. Jerrell P. Hollaway, an individual residing in the State of Florida with an address at 3636 Woodstock Court, Melbourne, Florida 32904 ("Assignor"), and Balboa Instruments, Inc., a California corporation having its principal place of business at 1382 Bell Avenue, Tustin, California 92780 ("Assignee").

WHEREAS, Assignor, Assignee and Consumer Engineering, Inc., a Florida corporation ("Seller"), have entered into an Asset Purchase Agreement of even date herewith pursuant to which Assignee has agreed to purchase certain assets from Seller and to purchase the patents and patent applications listed on Schedule A attached hereto from Assignor, on the terms and conditions contained therein, and Assignor has agreed to transfer such patents and patent applications to Assignee.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, Assignor assigns, transfers and sets over unto Assignee his entire right, title and interest in and to the patents and patent applications contained in Schedule A attached hereto and any patents which may be issued and/or granted thereon, and including all patent and patent applications arising from all divisions, continuations, reissues and reexamination certificates and extensions thereof, including any actions, claims, demands, and payments for past or future infringements and misappropriations thereof, whether known or unknown, all rights to sue for past, present, and future infringements or misappropriations thereof, and all rights corresponding to any of the above throughout the world, the same to be held and enjoyed by Assignee for its own use and benefit and for its successors, assigns, and legal representatives, to the full end of the term for which each of said patents are or may hereafter be granted as fully and entirely as the same would have been held by Assignor had this Assignment not been made. This Assignment includes the grant by Assignor to Assignee of the right to claim priority for the applications contained in Schedule A attached hereto under the International Convention for the Protection of Industrial Property and under any other international agreement to which the United States of America is or hereafter becomes a signatory.

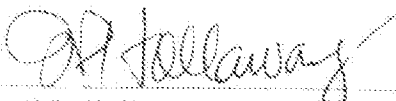
Assignor hereby authorizes the division of the information provided in Schedule A attached hereto by Assignee in order to facilitate the conveyance, transfer and assignment, consolidation, vesting and recording in Assignee, full ownership of the patent applications and patents contained in Schedule A attached hereto. Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and notices, releases, acquittances and other documents and perform such further acts, as may be necessary to convey, transfer, assign and deliver to, and consolidate, vest and record in Assignee, full ownership of the patents, patent applications and other rights conveyed herewith.

All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.

IN WITNESS WHEREOF, Assignor, intending to be legally bound, has executed this Assignment on the date first above written.

**ASSIGNOR:**

**MR. JERRELL P. HOLLAWAY**

  
\_\_\_\_\_  
Jerrell P. Hollaway, an individual

IN WITNESS WHEREOF, Assignee, intending to be legally bound, has caused this Assignment to be executed by its duly authorized officer on the date first above written.

**ASSIGNEE:**

**BALBOA INSTRUMENTS, INC.,**  
**a California corporation**

By: \_\_\_\_\_  
Eric Kownacki, CEO

All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.

IN WITNESS WHEREOF, Assignor, intending to be legally bound, has executed this Assignment on the date first above written.

ASSIGNOR:

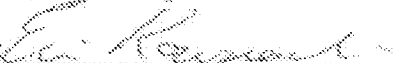
MR. JERRELL P. HOLLOWAY

\_\_\_\_\_  
Jerrell P. Hollaway, an individual

IN WITNESS WHEREOF, Assignee, intending to be legally bound, has caused this Assignment to be executed by its duly authorized officer on the date first above written.

ASSIGNEE:

BALBOA INSTRUMENTS, INC.,  
a California corporation

By \_\_\_\_\_  
Eric Kownacki, CEO

Schedule A  
**Patents and Patent Applications**

<u>Title</u>	<u>Jurisdiction</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Issue Date</u>
Low Maintenance Spa Control System	US	12/316,350	December 12, 2008 as CIP of 11/904,132	Pending
Modular Spa Control System	US	11/904,132	September 27, 2007	Abandoned
Spa Control With Improved Heater Management System	US	12/661,185	March 12, 2010	Pending
Waterproof Touch Screen Panel With Protective Film	US	12/661,530	March 19, 2010	Pending
Spa Control System With Improved Flow Monitoring	US	12/536,712	September 28, 2009	Pending