

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT2678640

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
OCEANSERVER TECHNOLOGY, INC.	09/24/2013
RECEIVING PARTY DATA	
Name:	TRACKSERVER, INC.
Street Address:	151 MARTINE STREET
City:	FALL RIVER
State/Country:	MASSACHUSETTS
Postal Code:	02723
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8009516
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	114400-7
NAME OF SUBMITTER:	RONALD E. CAHILL
Signature:	/Ronald E. Cahill/
Date:	01/13/2014
Total Attachments: 4 source=TrackServerAssignment#page1.tif source=TrackServerAssignment#page2.tif source=TrackServerAssignment#page3.tif source=TrackServerAssignment#page4.tif	

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("this Patent Assignment"), dated as of September 24, 2013, is made by OceanServer Technology, Inc. ("Assignor"), a Massachusetts corporation, in favor of TrackServer, Inc. ("Assignee"), a Massachusetts corporation.

WHEREAS, under the terms of that certain Agreement and Plan of Reorganization and Corporate Separation, by and among Assignor, Assignee and the shareholders party thereto, dated as of September 24, 2013 (the "Plan of Reorganization"), Assignor has conveyed, transferred and assigned to Assignee certain intellectual property of Assignee;

NOW, THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Plan of Reorganization, the issuance of the number of shares of voting and non-voting common stock stipulated in the Plan of Reorganization and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned Patents"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Patents and any other governmental officials to record and register this Patent Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Patents are properly assigned to Assignee, or any assignee or successor thereto.

3. Terms of the Plan of Reorganization. The terms of the Plan of Reorganization are incorporated herein by this reference. The parties hereto acknowledge and agree that the terms of the Plan of Reorganization shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between

the terms of the Plan of Reorganization and the terms hereof, the terms of the Plan of Reorganization shall govern.


4. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Patent Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Patent Assignment as of the date first above written.

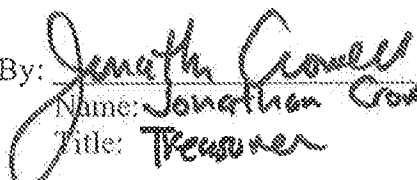
OCEANSERVER TECHNOLOGY, INC.

By: 
Name: ROBERT B. ANDERSON
Title: TREASURER

Address for Notices: 151 Martine Street
Fall River, MA 02723

AGREED TO AND ACCEPTED:

TRACKSERVER, INC.

By: 
Name: JONATHAN CROWELL
Title: TREASURER

Address for Notices: 151 Martine Street
Fall River, MA 02723

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

<u>Jurisdiction</u>	<u>Title</u>	<u>Status</u>	<u>Patent No./Application Serial No.</u>	<u>Issue Date/Application Date</u>
US	Underwater Acoustic Positioning and Method	Issued	7,512,036	March 31, 2009
US	Underwater Acoustic Positioning and Method	Issued	8,009,516	August 30, 2011
PCT	Underwater Acoustic Positioning and Method	Pending	PCT/US06/31928	August 16, 2006
European PCT	Underwater Acoustic Positioning and Method	Pending	6801585.8	June 4, 2008
Hong Kong PCT	Underwater Acoustic Positioning and Method	Pending	6801585.8	October 27, 2008
US	System and Method for Determining the Position of an Underwater Vehicle	Pending	60/776,120	February 23, 2006
US	System and Method for Determining the Position of an Underwater Vehicle	Pending	11/675,167	February 15, 2007
PCT	System and Method for Determining the Position of an Underwater Vehicle	Pending	PCT/US07/04170	February 15, 2007
European PCT	System and Method for Determining the Position of an Underwater Vehicle	Pending	07861237.1-1254	September 9, 2008
Australia	System and Method for Determining the Position of an Underwater Vehicle	Pending	2007313463	September 23, 2008
China	System and Method for Determining the	Pending	FIE08230053P	August 22, 2008

	Position of an Underwater Vehicle			
Japan	System and Method for Determining the Position of an Underwater Vehicle	Pending	200807026	August 22, 2008
Norway	System and Method for Determining the Position of an Underwater Vehicle	Pending	169262-OS/AH	July 18, 2008
New Zealand	System and Method for Determining the Position of an Underwater Vehicle	Pending	569907	July 18, 2008
Singapore	System and Method for Determining the Position of an Underwater Vehicle	Pending	200805351-4	July 18, 2008
Hong Kong	System and Method for Determining the Position of an Underwater Vehicle	Pending		September 25, 2009