

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2754617

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GMJ DESIGN GROUP, LLC	02/26/2014
RECEIVING PARTY DATA	
Name:	GEOGLOBAL PARTNERS LLC
Street Address:	4424 S. MILITARY TRAIL
City:	LAKE WORTH
State/Country:	FLORIDA
Postal Code:	33463
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7902522
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	THOMAS W. BROOKE, HOLLAND & KNIGHT LLP
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ATTORNEY DOCKET NUMBER:	33043/206
NAME OF SUBMITTER:	THOMAS W. BROOKE
Signature:	/Thomas W. Brooke/
Date:	03/05/2014

**Total Attachments: 4**

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## ASSIGNMENT OF PATENT RIGHTS

**ASSIGNMENT OF PATENT RIGHTS**, dated as of February 26, 2014 (this "Agreement"), between **GMJ DESIGN GROUP, LLC**, a Florida limited liability company (the "Assignor"), and **GEOGLOBAL PARTNERS LLC**, a New Jersey limited liability company (the "Assignee").

**WHEREAS**, GMJ Holdings, LLC, a Florida limited liability company, Pond Products, LLC, a Florida limited liability company, and OASE Invest, Inc., a Delaware corporation, intend to enter into a Membership Interest Purchase Agreement (as finally executed and delivered, the "Purchase Agreement");

**WHEREAS**, prior to the consummation of the transactions contemplated by the Purchase Agreement, the Assignor desires to assign to the Assignee the patents and patent applications set forth in Exhibit A attached hereto (the "Patents"); and

**WHEREAS**, any capitalized term used but not defined in this Agreement has the meaning ascribed to such term in the Purchase Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee, its successors, assigns and other legal representatives, and the Assignee hereby purchases, acquires and accepts from the Assignor any and all worldwide rights, title and interest the Assignor holds, or may hold, in, to and under the Patents, including any continuations, continuation-in-parts, re-exams, re-issues, and foreign counterparts of the Patents, together with all rights derived therefrom, including but not limited to the right to sue for and collect damages for past, present and future infringement thereof, free and clear of any Liens other than Permitted Encumbrances.

The Assignor further agrees to execute any and all further instruments and documents and to take all further actions as the Assignee may hereafter reasonably request in order to effect the terms and purposes of this Agreement and the transfer of the Patents to the Assignee as contemplated hereunder. Without limiting the foregoing, the Assignor will provide such instruments and documents and take such further actions as the Assignee may reasonably request to correct any discrepancies with the Assignor's legal name in any filing or registration relating to the Patents, including those discrepancies identified on the attached Exhibit A.

**EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT, THE PATENTS (AND ANY RIGHTS TRANSFERRED IN CONNECTION THEREWITH) ARE BEING TRANSFERRED ON AN "AS IS" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, OF ANY KIND WHATSOEVER BY THE ASSIGNOR, AND THE ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES, AS TO THE PATENTS (AND ANY RIGHTS TRANSFERRED IN CONNECTION THEREWITH): (A) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY; (B) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (C) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR MATERIALS.**

This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. All Actions arising out of or relating to this Agreement shall be heard and determined exclusively in any United States federal court sitting in the Borough of Manhattan of The City of New York; provided, however, that if such federal court does not have jurisdiction over such Action, such Action shall be heard and determined exclusively in any New York state court sitting in the Borough of Manhattan of The City of New York.

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any applicable Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to either party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Agreement are consummated as originally contemplated to the greatest extent possible.

This Agreement may be executed and delivered (including by facsimile or other electronic transmission) in one or more counterparts, and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Assignor has caused this Assignment of Patent Rights to be executed by its duly authorized representative effective as of the date first written above.

**ASSIGNOR:**

**GMJ Design Group, LLC**

By: Lydia Schutte

Name: Lydia Schutte

Title: Manager

STATE OF Florida )  
 ) SS.:  
COUNTY OF Palm Beach )

ON THE 26<sup>th</sup> DAY OF February IN THE YEAR 2014 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED Lydia M. Schutte, PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE INDIVIDUAL(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 CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE INDIVIDUAL(S), OR THE PERSON UPON BEHALF OF WHICH THE INDIVIDUAL(S) ACTED, EXECUTED THE INSTRUMENT.

Jeanette Rodriguez  
Notary Public



Jeanette Rodriguez  
COMMISSION #EE831669  
EXPIRES: SEP 03, 2016  
WWW.AARONNOTARY.com

This Assignment of Patent Rights is acknowledged and agreed to by:

**ASSIGNEE:**

**GeoGlobal Partners LLC**

By: Lydia Schutte

Name: Lydia Schutte

Title: Manager

Date: February 26, 2014

ny-1062992

**EXHIBIT A****PATENTS**

<b>Title</b>	<b>Country</b>	<b>Status</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Patent No./ Pub. No</b>	<b>Issue Date/ Pub. Date</b>	<b>Assignments</b>	<b>Assignor</b>	<b>Assignee</b>
Submersible pump with UV sterilization device	United States	Pending	12098421	4/5/2008	7,902,522	3/8/2011	1) Assignment of Assignors Interest Reel/Frame: 022220/0390 Executed: 1/31/2009 Recorded: 2/6/2009 Assignor: Huang, Wen-Pi Assignee: Ming Yu Lee 12/F No.345, Yuan Yuan Road, Nuan Nuan District, Keelung City, Taiwan GMJ Design Group, LLC 2) Assignment of Assignors Interest Reel/Frame: 022220/0437 Executed: 1/31/2009 Recorded: 2/6/2009 Assignor: Ming Yu Lee Assignee: GMJ Design Group, LLC	GMJ Design Group, LLC	GeoGlobal Partners LLC

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