

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2869597

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	APPROVAL AND VESTING ORDER
CONVEYING PARTY DATA	
Name	Execution Date
GRANT THORNTON LIMITED, IN ITS CAPACITY AS RECEIVER OF THE ASSETS, UNDERTAKING AND PROPERTY OF MARPORT DEEP SEA TECHNOLOGIES INC., MARPORT CANADA INC., MARPORT MARINE CANADA INC., MARPORT C-TECH LTD. AND MARINE ROBOTICS INC.	10/09/2013
RECEIVING PARTY DATA	
Name:	AIRMAR TECHNOLOGY CORPORATION
Street Address:	35 MEADOWBROOK DRIVE
City:	MILFORD
State/Country:	NEW HAMPSHIRE
Postal Code:	03055-4617
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13026036
CORRESPONDENCE DATA	
Fax Number:	(978)341-0136
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	978-341-0036
Email:	anne.amison@hbsr.com
Correspondent Name:	TIMOTHY J. MEAGHER
Address Line 1:	530 VIRGINIA ROAD, P.O. BOX 9133
Address Line 2:	HAMILTON, BROOK, SMITH & REYNOLDS, P.C.
Address Line 4:	CONCORD, MASSACHUSETTS 01742-9133
ATTORNEY DOCKET NUMBER:	0278.2032-000
NAME OF SUBMITTER:	ANNE AMISON
SIGNATURE:	/Anne Amison/
DATE SIGNED:	05/23/2014
Total Attachments: 4	
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PATENT

**SUPREME COURT OF NEWFOUNDLAND AND LABRADOR
IN BANKRUPTCY AND INSOLVENCY**

IN THE MATTER OF the *Bankruptcy and Insolvency Act*, RSC 1985 c. B-3, as amended

AND IN THE MATTER OF the Receivership of Marport Deep Sea Technologies Inc., Marport Canada Inc., Marport Marine Canada Inc., Marport C-Tech Ltd. and Marine Robotics Inc.

Marport Deep Sea Technologies Inc.	Estate No. 51-_____	Court No. 18760
Marport Canada Inc.	Estate No. 51-_____	Court No. 18761
Marport Marine Canada Inc.	Estate No. 51-_____	Court No. 18762
Marport C-Tech Ltd.	Estate No. 51-_____	Court No. 18763
Marine Robotics Inc.	Estate No. 51-_____	Court No. 18764

APPROVAL AND VESTING ORDER

UPON reading the Notice of Motion of Royal Bank of Canada (RBC), AND UPON hearing the submissions of counsel, AND UPON reading the material as filed by counsel, AND UPON notice of these proceedings being given by email to the Marport Group, Business Development Bank of Canada, as general partner of AlterInvest II Fund L.P., Atlantic Canada Opportunities Agency, Airmar Technology Corp., General Dynamics Canada, Marport Investors LLC and Hastings Equity Partners, LLC, IT IS HEREBY ORDERED AS FOLLOWS:

Approval of Sale

1. Grant Thornton Limited, in its capacity as receiver (Receiver) of the assets, undertaking and property of Marport Deep Sea Technologies Inc., Marport Canada Inc., Marport Marine Canada Inc., Marport C-Tech Ltd. and Marine Robotics Inc. (collectively, the Marport Group) pursuant to section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985 c. B-3, as amended (the BIA), is hereby authorized to complete the transaction between Airmar Technology Corp. (the Purchaser) and the Receiver contemplated by the Agreement of Purchase and Sale entered into by the

Purchaser and Receiver dated 30 September 2013 (the Agreement) in relation to the commercial fishery division of the Marport Group..

2. The Agreement be and is hereby approved.
3. The Receiver is hereby authorized and empowered to do all things and execute and deliver all such documents as it deems necessary in order to complete the transaction contemplated by the Agreement.

Vesting of Assets

4. Effective immediately upon the filing with this Court of a Receiver's Certificate substantially in the form attached hereto as **Schedule A (the Receiver's Certificate)**, signed by the Receiver confirming that all terms and conditions under the Agreement have been either satisfied or waived and that the transaction contemplated by the Agreement has been completed to the satisfaction of the Receiver, all right, title and interest of the Marport Group, if any, in and to all of the property, assets and undertaking in relation to the commercial fishery division of the Marport Group and subject to the Agreement (the **Purchased Assets**) shall vest and are hereby vested in and to the Purchaser, absolutely and forever, without limitation, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, **Claims**), save and except for the rights of the Marport Group as provided for in the licensing agreement attached hereto as **Schedule B**, which shall be executed on or before the date of the Receiver's Certificate, provided however that from and after the filing of the Receiver's Certificate with this Court, any and all Claims of or by any persons in or to the Purchased Assets shall attach to the proceeds derived from the completion of the transaction contemplated by the Agreement with the same priority as they had with respect to the Purchased Assets immediately prior to the completion of the

transaction contemplated by the Agreement. Upon the filing of the Receiver's Certificate, the Receiver and RBC shall be forever released and discharged from any liability of any kind whatsoever arising from or related to the Agreement and the transactions contemplated by the Agreement.

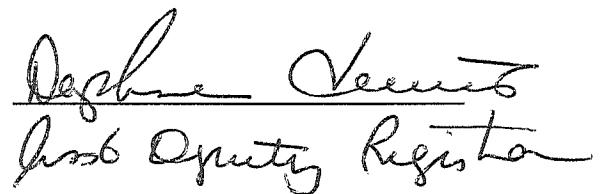
5. The purchase price set out in the Agreement is fair and commercially reasonable and was arrived at in a commercially reasonable manner.
6. Pursuant to section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2005, c. 5, as amended, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Marport Group's records pertaining to the Marport Group's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material aspects identical to the prior use of such information by the Debtor.
7. Notwithstanding:
 - (a) the pendency of these proceedings;
 - (b) any applications for a bankruptcy order now or in the future issued pursuant to the BIA in respect of any entity in the Marport Group and any bankruptcy order issued pursuant to any such applications; and
 - (c) any assignment in bankruptcy made in respect of any entity in the Marport Group;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any entity in the Marport Group and shall not be void or voidable by creditors of the Marport Group, nor shall it constitute nor be deemed to be a settlement, fraudulent

preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8. The transaction contemplated by the Agreement is exempt from the application of any bulk sales legislation, whether federal or provincial.
9. Any and all third parties holding Purchased Assets are hereby directed to release such Purchased Assets forthwith upon receiving instructions to that effect from the Receiver, or, after the closing of the transaction contemplated by the Agreement, from the Receiver, the Purchaser or both.
10. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States in connection with the authority granted hereunder to proceed with and conclude the transaction contemplated by the Agreement.

DATED the 9th day of October, 2013 at St. John's, Newfoundland and Labrador.


Debra Veer
Asst Deputy Registrar