

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/01/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Phoenix International, Inc.		12/01/2007	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	Phoenix International Holdings, Inc.
Street Address:	9301 Largo Drive West
City:	Largo
State/Country:	MARYLAND
Postal Code:	20774
Entity Type:	CORPORATION: VIRGINIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	77195005	PHOENIX INTERNATIONAL
Registration Number:	2646192	HULLSCAN

CORRESPONDENCE DATA

Fax Number: (703)749-6027
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 703-335-9006
 Email: ccollinspc@aol.com
 Correspondent Name: Christopher M. Collins
 Address Line 1: 8280 Greensboro Drive
 Address Line 2: Suite 601
 Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	PHOENIX ASSIGNMENT
NAME OF SUBMITTER:	Christopher M. Collins

Signature:	/Christopher M. Collins/
Date:	03/14/2008
Total Attachments: 4 source=Assignment_03142008#page1.tif source=Assignment_03142008#page2.tif source=Assignment_03142008#page3.tif source=Assignment_03142008#page4.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment is effective as of December 1, 2007 and entered into by PHOENIX INTERNATIONAL, INC., a Virginia corporation with its principal address at 9301 Largo Drive West, Largo, Maryland, 20774 ("Owner") and PHOENIX INTERNATIONAL HOLDINGS, INC., a Virginia corporation with its principal address at 9301 Largo Drive West, Largo, Maryland, 20774 ("Assignee").

WHEREAS, the parties entered into a series of agreements whereby Owner transferred all of its assets, including the goodwill associated with the business to Assignee; and

WHEREAS, the parties desire to memorialize the transfer of certain proprietary rights, including trademark rights, as further identified in Exhibit A attached hereto, in a form acceptable to both the United States Patent and Trademark Office ("PTO");

NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1 ASSIGNMENT

1.1 Owner represents and warrants that it is the sole owner of all right, title and interest in the marks and names, including all logos and designs associated therewith, as identified in Exhibit A to this Assignment, specifically including and without limitation all trademark rights and associated goodwill.

1.2 Owner hereby assigns to Assignee all right, title and interest in the marks and names identified in Exhibit A to this Assignment, specifically including and without limitation all trademark rights and associated goodwill.

1.3 Owner acknowledges that it has received good and fair value in exchange for this

assignment.

1.4 Owner further agrees to execute such additional documents as may be reasonably necessary to permit Assignee to register the copyrights in the drawings with the PTO.

2 MISCELLANEOUS PROVISIONS

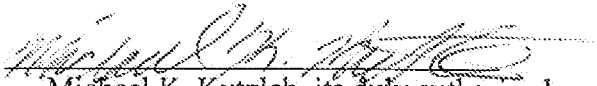
2.1 Choice of Law. This Assignment Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the Commonwealth of Virginia without reference to its conflicts of laws provisions.

2.2 Entire Agreement. This Assignment Agreement, together with Exhibit A attached hereto, constitutes the entire agreement of the parties pertaining to the assignment of the rights associated with the marks and names identified in Exhibit A and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between these parties on this subject. This Assignment Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties.

2.3 Counterparts. This Assignment Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be duly executed and effective as of the day first written above.

OWNER –
PHOENIX INTERNATIONAL, INC.

By: 
Michael K. Kutzleb, its duly authorized
officer and agent

ASSIGNEE --
PHOENIX INTERNATIONAL HOLDINGS, INC.

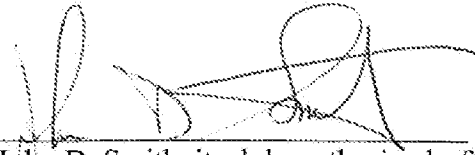
By: 
John D. Smith, its duly authorized officer
and agent

EXHIBIT A

TRADEMARK ASSIGNMENT

The following marks and names, including trademark registrations and applications, are identified by the parties to the Trademark Assignment as the subject of the assignment by Owner to Assignee, including without limitation, the goodwill associated with each mark and name:

1. HULLSCAN – specifically including without limitation, U.S. Trademark Registration No. 2,646,192;
2. PHOENIX INTERNATIONAL – specifically including without limitation U.S. Trademark Application Ser. No. 77/195,005; and
3. Logos and Designs – specifically including without limitation all logos and designs associated with the foregoing marks and names.