

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Oceans, Reefs & Aquariums, Inc.		06/26/2011	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Oceans, Reefs & Aquariums, LLC		
<b>Composed Of:</b>	COMPOSED OF Partners Kerri L. Malett and Sergio D. Rivera		
<b>Also Known As:</b>	AKA ORA		
<b>Street Address:</b>	5600 US Highway 1 North		
<b>City:</b>	Fort Pierce		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	34946		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: FLORIDA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3711839	ORA	
Registration Number:	3037662	ORA OCEANS REEFS & AQUARIUMS	
Registration Number:	3058242	ROCK O' RAMA	
Registration Number:	3280542	ORAGLO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(772)468-7353		
<b>Phone:</b>	4076163684		
<b>Email:</b>	kmalett@orafarm.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Kerri Malett		
<b>Address Line 1:</b>	5600 US Highway 1 North		
<b>Address Line 4:</b>	Fort Pierce, FLORIDA 34946		

**OP \$115.00 3711839**

NAME OF SUBMITTER:	Kerri L. Malett
Signature:	/Kerri L. Malett/
Date:	11/14/2011

**Total Attachments: 59**

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US Department of Commerce

United States Patent and Trademark Office

Re:

ORA, Reg. No. 3,711,839, November 17, 2009

ORA, Reg. No. 3,037,662, January 3, 2006

ROCK O' RAMA, Reg. No. 3,058,242, February 7, 2006

ORAGLO, Reg. 3,280,542, August 14, 2007

Our company, ORA II, LLC, purchased the assets and intellectual property of Oceans, Reefs & Aquariums, Inc. on June 29, 2011. Once the purchase had been finalized, we submitted a legal name change to the State of Florida to change ORA II, LLC to Oceans, Reefs & Aquariums, LLC. Included in this document is the Asset Purchase Agreement, Schedule V which includes the original trademark documentation, and the legal name change with the State of Florida. Please contact us if any additional documentation is needed to file the assignment of the trademark.

Sincerely,



Kerri Malett, Principal

Oceans, Reefs & Aquariums, LLC

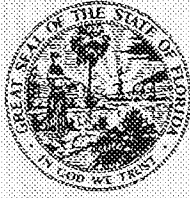
5600 US Highway 1 North

Ft. Pierce, FL 34946

407-616-3684 cell

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kmalett@orafarm.com



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

July 13, 2011

KEVIN M BARRY  
ROOSWAY MOORE TAYLOR & SWAN  
2101 INDIAN RIVER BLVD, SUITE 200  
VERO BEACH, FL 32960

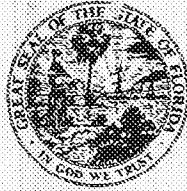
Re: Document Number L10000099209

The Articles of Amendment to the Articles of Organization for ORA II, LLC which changed its name to OCEANS, REEFS & AQUARIUMS, LLC, a Florida limited liability company, were filed on July 12, 2011.

Should you have any questions regarding this matter, please telephone (850) 245-6051, the Registration Section.

Jeraline Saulsberry  
Regulatory Specialist II  
Division of Corporations

Letter Number: 411A00016663



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

July 11, 2011

TIMOTHY M. ZWERNER  
ROSSWAY, MOORE, TAYLOR & SWAN  
2101 INDIAN RIVER BLVD., SUITE 200  
VERO BEACH, FL 32960

Re: Document Number P96000006097

The Articles of Amendment to the Articles of Incorporation of OCEANS, REEFS & AQUARIUMS, INC. which changed its name to CORAL CREATURES, INC., a Florida corporation, were filed on July 11, 2011.

Should you have any questions regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Karen Gibson  
Document Specialist Supervisor  
Division of Corporations

Letter Number: 911A00016422

[www.sunbiz.org](http://www.sunbiz.org)

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida

**TRADEMARK**

**REEL: 004660 FRAME: 0850**

CERTIFICATE OF AMENDMENT  
OF  
ARTICLES OF INCORPORATION  
OF  
OCEANS, REEFS & AQUARIUMS, INC.

FILED  
11 JUL 11 PM 12:24  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

OCEANS, REEFS & AQUARIUMS, INC., under its corporate seal and acting by its President and Secretary, does hereby certify that all of the directors and all of the stockholders of said corporation did, under date of the 23 day of JUNE, 2011, sign a written statement manifesting their intention that an amendment to the Articles of Incorporation be adopted changing the corporate name of the corporation.

WHEREFORE, it is herewith certified that OCEANS, REEFS & AQUARIUMS, INC., has and does amend its Articles of Incorporation heretofore filed in the office of the Secretary of State of the State of Florida as to ARTICLE I hereof, so that hereafter ARTICLE I of said Articles of Incorporation shall read as follows:

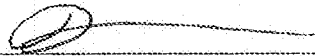
ARTICLE I

The name of the proposed corporation shall be CORAL CREATURES, INC.

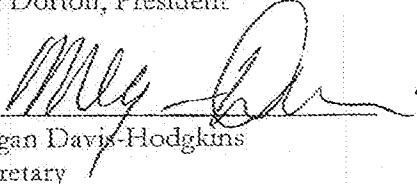
In WITNESS WHEREOF, said corporation has caused this certificate to be executed in its name by its President, attested by its Secretary and its corporate seal hereto affixed, by due authority, this 23 day of JUNE, 2011.

OCEANS, REEFS & AQUARIUMS, INC.

BY: \_\_\_\_\_

  
Dustin Dorton, President

ATTEST: \_\_\_\_\_

  
Megan Davis-Hodgkins  
Secretary

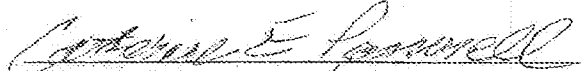
CORPORATE SEAL

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

Personally appeared before me, the undersigned officer, authorized to administer oaths, Dustin Dorton, well known to me to be the President of the corporation named herein, and Megan Davis-Hodgkins, well known to me to be the Secretary of the corporation named herein, and that they acknowledged before me that they executed the Certificate of Amendment of Articles of Incorporation of OCEANS, REEFS & AQUARIUMS, INC. for the purposes therein expressed as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the County and State named above, this 23 day of June, 2011.

  
Notary Public, State of Florida

My Commission expires:







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## Detail by Entity Name

### Florida Limited Liability Company

OCEANS, REEFS & AQUARIUMS, LLC

#### Filing Information

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 Date Filed 09/22/2010  
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 Status ACTIVE  
 Last Event LC NAME CHANGE  
 Event Date Filed 07/12/2011  
 Event Effective Date NONE

#### Principal Address

5600 US HWY. 1 NORTH  
FT. PIERCE FL 34946 US

Changed 04/10/2011

#### Mailing Address

5600 US HWY. 1 NORTH  
FT. PIERCE FL 34946 US

Changed 04/10/2011

#### Registered Agent Name & Address

ROSSWAY MOORE TAYLOR & SWAN, PLC  
 2101 INDIAN RIVER BOULEVARD  
 SUITE 200  
 VERO BEACH FL 32960 US

#### Manager/Member Detail

##### Name & Address

Title MGR

MALETT, KERRI  
 381 VIRGINIA DRIVE  
 WINTER PARK FL 32789 US

#### Annual Reports

Report Year Filed Date  
 2011 04/10/2011

#### Document Images

TRADEMARK

04/10/2011 -- ANNUAL REPORT

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09/22/2010 -- Florida Limited Liability

[View image in PDF format](#)

**Note:** This is not official record. See documents if question or conflict.

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**TRADEMARK**

**ASSET PURCHASE AGREEMENT**

**AMONG**

**ORA II, LLC  
"Buyer"**

**OCEANS, REEFS & AQUARIUMS, INC.  
"Seller"**

**AND**

**HARBOR BRANCH HOLDINGS, INC.  
"Shareholder"**

June 30, 2011

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## Exhibits and Schedules

Exhibit A	Marshall Islands SubLeases and Amendments
Exhibit B	Allocation of the Purchase Price
Exhibit C	FAU Covenants & Restrictions
Exhibit D	Opinion Letter
Schedule I	Depreciable Tangible Personal Property
Schedule II	Agreements, Contracts and Leases and Attachments
Schedule III	Licenses, Governmental Authorizations and Pending Applications
Schedule IV	Data and Records
Schedule V	Intellectual Property
Schedule VI	Claims Against Third Parties
Schedule VII	Seller Liabilities to Customers
Schedule VIII	Suppliers and Customers

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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "*Agreement*") is made and entered into this 30 day of \_\_\_\_\_ June, 2011, by and between **Oceans, Reefs & Aquariums, Inc.**, a Florida corporation hereinafter referred to as "*Seller*", and ORA II, LLC, a Florida limited liability company, hereinafter referred to as "*Buyer*" and **Harbor Branch Holdings, Inc.**, a Florida corporation, hereinafter referred to as "*Shareholder*".

### Background

**WHEREAS**, Seller is presently engaged in the business of raising and selling tropical ornamental fish, coral and related products to the aquarium trade (the "*Business*"); and

**WHEREAS**, Seller desires to sell and the Buyer wishes to purchase from Seller certain assets of the Seller, and;

**WHEREAS**, Seller and Buyer wish to memorialize this agreement regarding the purchase and sale of assets of Seller.

**NOW THEREFORE**, in consideration of the foregoing and mutual covenants and agreements contained herein Seller and Buyer agree as follows:

### Terms

1. Definitions. The following terms, when used in this Asset Purchase Agreement, shall have the following meanings:

"*Active Employees*" has the meaning set forth in Section 5.1 below.

"*Agreement*" has the meaning set forth in preface above.

"*Assumed Liabilities*" has the meaning set forth in Section 2.3(a) below.

"*Balance Sheet*" means balance sheet as of the 31<sup>st</sup> day of January, 2011.

"*Business*" has the meaning set forth in the preface above.

"*Business Days*" means any day other than a) Saturday, Sunday, or United States federal holiday, or b) a day on which commercial banks in the State of Florida are authorized or required to be closed.

"*Buyer*" has the meaning set forth in the preface above.

"*Closing*" has the meaning set forth in Section 2.6 below.

"*Closing Agent*" means Stewart, Evans, Stewart & Emmons, P.A.

"Closing Date" shall have the meaning set forth in Section 2.6 below.

"Closing Net Working Capital" means the Current Assets minus the Current Liabilities.

"Code" means the Internal Revenue Code of 1986, as amended.

"Contract Purchase Price" has the meaning set forth in Section 2.4 hereof.

"Current Assets" means and includes all trade accounts receivable, pre-paid expenses, inventory and other current assets (excluding cash and cash equivalents) of the Seller; provided, however, current assets shall not include any Excluded Assets.

"Current Liabilities" means trade accounts payable.

"Effective Date" mean the date when the last one of the Buyer or Seller has signed or initialed the Agreement.

"Employee" means an individual employed by the Seller in the operations of the Business, including any individual employed on a full time, part time or temporary basis or leased from a third party.

"Employee Benefit Plan" means any employee pension, retirement, profit-sharing, stock bonus, incentive, deferred compensation, stock option, employee stock ownership, hospitalization, medical, dental, vacation, insurance, sick pay, disability, severance or other plan, fund, program, policy, contract or arrangement, whether arrived at through collective bargaining or otherwise, providing employee benefits, including but not limited to any "employee benefit plan" as that term is defined in Section 3(3) of ERISA, currently or expected to be maintained or previously maintained at any time in the last five years by, sponsored in whole or in part by, or contributed to by the Seller, for the benefit of employees, retirees, dependents, spouses, directors, independent contractors or other beneficiaries, whether created in writing, through an employee manual or similar document, or orally.

"Environmental Laws" means any federal, state, local, or foreign law, statute, regulation, rule, ordinance, code, policy, permit, license, judgment or order, or rule of common law now in effect and in each case as amended to date and any judicial or administrative interpretation thereof including any judicial or administrative order, consent decree or judgment to which the Seller or any of its assets or properties is subject relating to (a) emissions, discharges, releases or threatened releases of Hazardous Substances, (b) the generation, processing, manufacture, distribution, handling, transport, use, treatment, storage or disposal of Hazardous Substances or materials containing Hazardous Substances, in each case as in effect on the date of this Agreement, or (c) otherwise relating to the pollution of the environment, solid waste handling treatment or disposal, reclamation or remediation activities, environmental matters, the protection of public health and safety from environmental or health concerns, or otherwise relating to environmental conditions.

"ERISA" means the Employee Retirement Income Securities Act of 1974, as amended, and any successor statute of similar import, together with the regulations thereunder, in each case as in effect from time to time. References to sections of ERISA shall be construed also to refer to any



successor sections.

*"Escrow Agent"* means Stewart, Evans, Stewart & Emmons, P.A.

*"Excluded Assets"* has the meaning set forth in Section 2.2 below.

*"FAU"* has the meaning set forth in Section 4.3 below.

*"Hazardous Substances "* means all (a) substances which contain substances defined in or regulated under the Environmental Laws; (b) petroleum and petroleum products, including crude oil and any fractions thereof; (c) natural gas, synthetic gas and any mixtures thereof; (d) substances with respect to which a federal, state or local agency requires environmental investigation, monitoring, reporting or remediation; (e) hazardous wastes or solid wastes, within the meaning of any Environmental Laws; (f) solid, hazardous, dangerous or toxic chemicals, materials, wastes or substances, within the meaning of and regulated by any Environmental Laws; (g) radioactive materials; (h) asbestos-containing materials that represent a health hazard; and (i) polychlorinated biphenyls, including without limitation, any such pollution or contamination and any materials defined, listed, identified or under or described in any Environmental Laws.

*"Hired Active Employees"* has the meaning set forth in Section 5.1 below.

*"Indebtedness "* means all indebtedness or other obligation of the Seller for borrowed money, whether current, short-term or long term, secured or unsecured, capitalized lease obligations, and all accrued interest, premiums, penalties and other monetary obligations relating thereto, but does not include any indebtedness satisfied by the Seller at Closing or assumed by the Buyer.

*"Intellectual Property "* means (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (b) all trademarks, service marks, trade dress, logos, trade names, brand names, designs and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all works of authorship, mask works and copyrights therein, including all applications, registrations, and renewals in connection therewith, (d) all trade secrets and confidential business information (including ideas, research and development, know-how, discoveries, concepts, formulas, compositions, processes, procedures, methods, techniques, technical data, operating and maintenance manuals, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (e) all computer software (including source code, data, tools, modules, databases and related documentation), Internet websites and domain names and applications and registrations in connection therewith, (f) all other proprietary rights, and (g) all copies and tangible embodiments thereof (in whatever form or medium).

*"Knowledge"* means any knowledge that either James L. Seitz or Dustin Dorton actually has or should have obtained after due inquiry. For purposes hereof, due inquiry shall mean that Seller has caused each of James L. Seitz and Dustin Dorton to consult with Patrick Boles for purposes of making the representations and warranties and covenants and agreements provided for herein as well as for purposes of preparing the Schedules and Exhibits hereto.

*"Leased Property"* has the meaning set forth in Section 4.11 below.

*"Liability"* means any liability or obligation (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether due or to become due, and whether or not required to be reflected on a balance sheet prepared in accordance with standard company practice), including any liability for Taxes.

*"Liens"* means any mortgage, pledge, claim, security interest, deed of trust, retention of title or lease for security purposes, charge, easement, right of way, covenant, condition or restriction, leasehold interest or any right of any kind, or encumbrance of any nature whatsoever.

*"Losses"* has the meaning set forth in Section 8.1 below.

*"Ordinary Course of Business"* mean with respect to an action taken, if that action is consistent in nature, scope, and magnitude with past practices undertaken in the course of normal day-to-day operations.

*"Parties"* shall mean each of the parties to this Agreement.

*"Property Taxes"* has the meaning set forth in Section 2.5 below.

*"Purchased Assets"* has the meaning set forth in Section 2 below.

*"Purchase Price"* has the meaning set forth in Section 2.4 below.

*"Retained Liabilities"* has the meaning set forth in Section 2.3(b) below.

*"Seller"* has the meaning set forth in the preface above.

*"Seller Contracts"* has the meaning set forth in Section 2.1(d) below.

*"Seller's Employees"* shall have the meaning set forth in Section 5.1 below.

*"Shareholder"* has the meaning set forth in the preface above.

*"Subsidiary"* means any corporation, partnership, limited liability company or other entity with respect to which Seller owns a majority of the common stock or other ownership interest or has the power to vote or direct the voting of sufficient securities to elect a majority of the directors or otherwise direct the management of the entity.

*"Tangible Personal Property"* has the meaning set forth in Section 2.1(a) below.

*"Tax"* means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code Sec. 59A), customs duties, capital stock, franchise, escheat, abandoned property, unclaimed property, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty,

or addition thereto, whether disputed or not.

2. Purchased Assets.

2.1 *Purchase and Sale of Assets.* On and subject to the terms and conditions of this Agreement, at the Closing, the Seller agrees to sell, convey, assign, transfer and deliver to the Buyer, and the Buyer agrees to purchase and acquire from the Seller, free and clear of any Liens, all of the Seller's right, title and interest in and to all of the Seller's property and assets, personal or mixed, tangible and intangible, of every kind and description, wherever located, including the following (but excluding the Excluded Assets) (collectively, the "*Purchased Assets*"):

(a) all machinery, equipment, tools, furniture, office equipment, computer hardware, supplies, materials, vehicles, leasehold improvements, including, but not limited to the building shells on the premises, and other items of tangible personal property of every kind owned or leased by the Seller, together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereof and all maintenance records and other documents relating thereto (the "*Tangible Personal Property*"), including the Tangible Personal Property that is depreciable as is listed on Schedule I;

(b) all inventories;

(c) all (i) trade accounts receivable and other rights to payment from customers of the Seller and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts receivable in respect of goods shipped or products sold or services rendered to customers of the Seller, (ii) other accounts or notes receivable of Seller and the full benefit of all security for such accounts or notes and (iii) claims, remedies or other rights related to any of the foregoing;

(d) all agreements, contracts, leases (including the Marshall Islands subleases and amendments thereto copies of which are attached hereto as Exhibit A), consensual obligations, promises or undertakings, as listed on Schedule II (collectively, the "*Seller Contracts*");

(e) all licenses and governmental authorizations and all pending applications therefore or renewals thereof, in each case to the extent transferable to the Buyer, including those listed on Schedule III;

(f) all data and records related to the operations of the Seller, including client and customer lists and records, referral sources, research and development reports and records, production reports and records, service and warranty records, equipment logs, operating guides and manuals, financial and accounting records, creative materials, advertising materials, promotional materials, studies, reports, correspondence and other similar documents and records and, subject to applicable legal requirements, copies of all personnel records, including those listed on Schedule IV;

(g) all of the intangible rights and property of Seller, including Intellectual Property, going concern value, goodwill, telephone, telecopy and e-mail addresses and listings, including those listed on Schedule V;

(h) all insurance benefits, including rights and proceeds, arising from or relating

to the Purchased Assets or the Assumed Liabilities prior to the Closing, unless expended in accordance with this Agreement;

(i) all claims of the Seller against third parties relating to the Purchased Assets, whether choate or inchoate, known or unknown, contingent or noncontingent, as listed on Schedule VI;

(j) all Intellectual Property of Greenhouse Goods, LLC, a Florida limited liability company and a Subsidiary of the Seller;

(k) all shares of stock owned by Seller in Marshall Islands Mariculture Farm, Inc., a resident domestic for-profit corporation under the Republic of the Marshall Islands Business Corporation Act.

Notwithstanding the foregoing, the transfer of the Purchased Assets pursuant to this Agreement shall not include the assumption of any Liability related to the Purchased Assets unless the Buyer expressly assumes that Liability pursuant to Section 2.3(a) below.

Buyer acknowledges and agrees that Buyer has had the opportunity to inspect the Purchased Assets and that the purchase of such assets by the Buyer is on an "as-is" basis and, except as otherwise expressly set forth herein, is without representation or warranty of any kind by the Seller. Buyer further acknowledges and agrees that, except as otherwise expressly set forth herein, Buyer is not relying on any representation, statement, or other assertion by Seller with respect to the condition of the Purchased Assets, but is relying upon its own inspection of the same.

*2.2 Excluded Assets.* Notwithstanding anything to the contrary contained in Section 2.1 or elsewhere in this Agreement, the following assets of the Seller (collectively, the "*Excluded Assets* ") are not part of the sale and purchase contemplated hereunder, are excluded from the Purchased Assets and shall remain the property of the Seller after the Closing:

- (a) all cash, cash equivalents and short-term investments;
- (b) all minute books, stock records and corporate seals;
- (c) the shares of capital stock of the Seller held in treasury;
- (d) all insurance policies and rights thereunder;
- (e) all personnel records and other records that the Seller is required by law to retain in its possession;
- (f) all claims for refund of Taxes and other governmental charges of whatever nature;
- (g) all rights in connection with and assets of the Employee Benefit Plans;
- (h) all rights of the Seller under this Agreement; and

(i) all rights of the Seller relating to deposits and prepaid expenses, claims for refunds and rights to offset in respect thereof.

### 2.3 *Liabilities.*

(a) *Assumed Liabilities.* On and subject to the terms and conditions of this Agreement, the Buyer agrees to assume and discharge only the following Liabilities of the Seller and its subsidiary, Marshall Islands Mariculture Farm, Inc. (the "*Assumed Liabilities*"):

(i) any trade account payable reflected on the Balance Sheet that remains unpaid and is not delinquent (any trade account payable outstanding over 60 Business Days shall be deemed to be delinquent) as of the Closing Date;

(ii) any trade account payable incurred by the Seller in the Ordinary Course of Business between the date of the Balance Sheet and the Closing Date that remains unpaid at and is not delinquent as of the Closing Date;

(iii) any Liability of the Seller to the Seller's customers incurred by the Seller in the Ordinary Course of Business for nondelinquent orders outstanding as of the Closing Date in the amounts indicated on Schedule VII (other than any Liability arising out of or relating to a breach that occurred prior to the Closing Date);

(iv) any Liability of the Seller arising after the Closing Date under the Seller Contracts (other than any Liability arising out of or relating to a breach that occurred prior to the Closing Date);

(v) any Liability of the Seller or Marshall Islands Mariculture Farm, Inc. arising after the Closing Date out of a breach by Marshall Islands Mariculture Farm, Inc., of its obligations under those certain subleases of real property and amendments thereto in the Marshall Islands, copies of which are attached hereto as Exhibit A, (other than any Liability arising out of or relating to a breach that occurred prior to the Closing Date).

(vi) any obligation to Williams-Scotsman under Seller's lease of a trailer used as the Hatcheries Office, a copy of which is attached to Schedule II hereof.

(vii) any obligation to GE Capital regarding financing of a Bobcat Skid Steer Loader purchased from Smith Brothers Contracting Equipment, Inc., a copy of which is attached to Schedule II hereof

(viii) any obligation under a lease with Ikon for rental and service of a Ricoh copier, a copy of which is attached to Schedule II hereof.

(b) *Retained Liabilities.* The Retained Liabilities shall remain the sole responsibility of and shall be retained, paid, performed and discharged solely by the Seller. "*Retained Liabilities*" shall mean every Liability of Seller and each of its Subsidiaries other than the Assumed Liabilities. For the purposes of this section, any reference to the Seller shall also include its Subsidiaries, Greenhouse Goods, LLC and Marshall Islands Mariculture Farm, Inc. Without limiting the generality of the foregoing, the Retained Liabilities shall include:

(i) any Liability arising out of or relating to products of the Seller to the extent sold prior to the Closing Date other than to the extent assumed under Section 2.3(a)(iii), or (iv);

(ii) any Liability for (A) Taxes arising as a result of the Seller's operation of its business or ownership of the Purchased Assets prior to the Closing Date, (B) Taxes that will arise as a result of the sale of the Purchased Assets pursuant to this Agreement and (C) deferred Taxes of any nature;

(iii) any Liability under any agreement, contract, lease, consensual obligation, promise or undertaking of Seller not assumed by the Buyer under Section 2.3(a);

(iv) any Liability under the Employee Benefit Plans or relating to payroll, vacation, sick leave, workers' compensation, unemployment benefits, or benefits of any kind for the Seller's employees or former employees or both which occurred prior to the Closing Date;

(v) any Liability under any employment, severance, retention or termination agreement between Seller and any employee of the Seller or any of its Affiliates;

(vi) any Liability arising out of or relating to any employee grievance, arising out of an event which occurred prior to the Closing Date, against Seller whether or not the affected employees are hired by Buyer;

(vii) any Liability of the Seller to any Shareholder;

(viii) any Liability to indemnify, reimburse or advance amounts to any officer, director, employee or agent of the Seller;

(ix) any Liability to distribute to any of the Seller's shareholder or otherwise apply all or any part of the consideration received hereunder;

(x) any Liability arising out of any legal proceeding pending as of the Closing Date, and any Liability arising out of any legal proceeding commenced after the Closing Date and arising out of or relating to any occurrence or event happening prior to the Closing Date;

(xi) any Liability of the Seller under this Agreement or any other document executed in connection with the transactions contemplated by this Agreement;

(xii) the Indebtedness, other than an Assumed Liability; and

(xiii) any Liability of the Seller based upon the Seller's acts or omissions occurring after the Closing Date.

**2.4 Purchase Price.** The purchase price to be paid by Buyer to Seller for the Purchased Assets shall be Eight Hundred Thousand and No/100 *Dollars (\$800,000.00)*, subject to prorations, as hereinafter set out in Section 2.5 below (the "*Contract Purchase Price*") and shall be payable by wire transfer or delivery of other immediately available funds to the Closing Agent, on the Closing Date. The Purchase Price is based, in part, on the value assigned to Current Assets and

Current Liabilities in the January 31, 2011 Balance Sheet and the resulting calculation of Closing Net Working Capital. Any variation in the Closing Net Working Capital between that as calculated on the January 31, 2011 Balance Sheet and the value on the Closing Date which occurs due to transactions in the Ordinary Course of Business, shall not be grounds for an adjustment of the Purchase Price.

*2.5 Prorations.*

(a) *Property Taxes.* General real estate taxes, personal property taxes, special assessments, and other governmental taxes and charges relating to the Purchased Assets ("*Property Taxes*") and assessed for the year in which Closing occurs, if any, shall be prorated as of the Closing Date (with maximum discount) and adjusted against the Contract Purchase Price. Since Closing is occurring before the actual Property Taxes for the year are known, the proration shall be upon the basis of the Property Taxes payable, if any, during the immediately preceding year; provided, however, that if Property Taxes payable during the year in which Closing occurs thereafter are determined to be more or less than the Property Taxes payable during the preceding year (after conclusion of any pertinent appeal of assessed valuation, as reasonably determined by the Buyer), the Seller and the Buyer promptly (but no later than 30 Business Days after the date final invoices for such Property Taxes are issued by the applicable taxing authorities, except in the case of an ongoing tax protest) shall adjust the proration of Property Taxes, and the Seller or the Buyer, as the case may be, shall pay to the other any amount required as a result of such adjustment.

(b) *Utilities.* The Seller will notify the utility companies or other providers servicing the Purchased Assets prior to the Closing that billing to Seller for such utilities shall be discontinued at the end of the day preceding the Closing Date, and the Buyer will arrange with such utilities to have such billings for utility services charged to the Buyer from and after the Closing Date. The Seller shall be entitled to refunds for all deposits thereof. The Seller has paid or is paying at Closing all charges with respect to such utilities for periods prior to the Closing Date. If for any reason the Seller's utility charges to the Closing Date shall not be paid in full by virtue of the foregoing provisions, then the Seller shall pay such amounts after Closing as a Retained Liability.

(c) *Water.* If there is a water meter on the leased real property included among the Purchased Assets, the Seller shall have furnished at the Closing or will furnish as soon thereafter as practicable, a reading to a date not more than 30 Business Days prior to the Closing Date, and the unfixed meter charge, the unfixed sewer rent and/or unfixed water charges, if any, based thereon for the intervening period shall be apportioned as of the Closing Date on the basis of such last reading, subject to adjustment upon receipt of the actual meter charge and sewer rent.

(d) *Pending and Certified Liens.* Certified liens levied by a governmental authority for which the work has been substantially completed and which are currently due and payable in full shall be paid by the Seller.

*2.6 The Closing.* The Closing of this transaction as contemplated by this Agreement (the "Closing"), shall take place at the offices of Stewart, Evans, Stewart & Emmons, P.A. in Vero Beach, FL, 32963 on June 30, 2011, the (the "Closing Date").

*2.7 Deliveries at Closing.* At the Closing, (a) the Seller will deliver to the Buyer the various certificates, instruments, and documents referred to in Section 6.1 below, (b) the Buyer

will deliver to the Seller the various certificates, instruments, and documents referred to in Section 6.2 below, (c) the Seller will execute, acknowledge (if appropriate), and deliver to the Buyer assignments (including real property and Intellectual Property transfer documents) and such other instruments of sale, transfer, conveyance, and assignment as the Buyer and its counsel reasonably may request, (d) the Buyer shall execute, acknowledge (if appropriate), and deliver to the Seller an assumption and such other instruments of assumption as the Seller and its counsel reasonably may request, (e) the Buyer will deliver to the Closing Agent the consideration specified in Section 2.4 above, (f) the Buyer will pay the closing expenses for which it is obligated hereunder and which are specified on the Closing Date, to the Closing Agent, (g) the Seller will satisfy the outstanding Indebtedness through payment to the Closing Agent, and (h) the Escrow Agent will deliver the Deposit to the Closing Agent.

2.8 *Allocation of the Purchase Price.* The Parties agree to allocate the Purchase Price in accordance with Exhibit B. After the Closing, the Parties shall make consistent use of the allocation, specified in Exhibit B for all Tax purposes and in all filings, declarations and reports with the IRS in respect thereof, including the reports required to be filed under Section 1060 of the Code. The Buyer shall prepare and deliver IRS Form 8594 to the Seller within 45 Business Days after the Closing Date to be filed with the IRS. In any proceeding related to the determination of any Tax, neither the Buyer nor the Seller or the Shareholder shall contend or represent that such allocation is not a correct allocation.

### 3. Representations and Warranties Concerning the Transaction.

3.1 *Representations and Warranties of the Shareholder.* The Shareholder represents and warrants to the Buyer that the statements contained in this Section 3.1 are correct and complete as of the date of this Agreement and the Closing Date with respect to itself:

(a) *Organization of Shareholder.* The Shareholder is duly organized, validly existing and in good standing under the laws of Florida.

(b) *Authorization of Transaction.* The Shareholder has full corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to authorize the Seller to execute this Agreement. This Agreement constitutes the valid and legally binding obligation of the Shareholder, enforceable in accordance with its terms and conditions. The Shareholder need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement. The Shareholder has authorized the Seller to execute this Agreement and to fulfill its obligations hereunder.

(c) *Noncontravention.* Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which the Shareholder is subject or, if the Shareholder is a corporation, any provision of its charter or bylaws, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice or consent under any agreement, contract, lease, license, instrument, or other arrangement to which the Shareholder is a party or by which it is bound or to which any of its assets is subject. There is no litigation pending against the Shareholder and



relating to or affecting any of the transactions contemplated by this Agreement.

3.2 *Representations and Warranties of the Buyer.* The Buyer represents and warrants to the Seller and the Shareholder that the statements contained in this Section 3.2 are correct and complete as of the date of this Agreement and the Closing Date:

(a) *Organization of the Buyer.* The Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida. The Buyer has delivered to Seller a correct and complete copy of its Articles of Organization. The Buyer does not have an Operating Agreement. The Buyer is not in default or in violation of any provision of its Articles of Organization. The Buyer has also provided the Seller with a true and correct copy of a list of its managers and members, and the percentage of interest held by each.

(b) *Authorization of Transaction.* The Buyer has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of the Buyer, enforceable in accordance with its terms and conditions. The Buyer need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement.

(c) *Noncontravention.* Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which the Buyer is subject or any provision of its Articles of Organization or Operating Agreement or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice or consent under any agreement, contract, lease, license, instrument, or other arrangement to which the Buyer is a party or by which it is bound or to which any of its assets is subject. There is no litigation pending against the Buyer and relating to or affecting any of the transactions contemplated by this Agreement.

(d) *Brokers' Fees.* The Buyer has no Liability to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which the Seller or any Shareholder could become liable or obligated.

4. *Representations and Warranties Concerning the Seller.* The Seller represents and warrants to the Buyer that the statements contained in this Section 4 are correct and complete as of the date of this Agreement and the Closing Date.

4.1 *Organization; Authorization.*

(a) The Seller is a corporation duly organized, validly existing and in good standing under the laws of Florida. The Seller is duly authorized to conduct business and is in good standing under the laws of each jurisdiction where such qualification is required. The Seller has full corporate power and authority to carry on the businesses in which it is engaged and to own and use the properties owned and used by it. The Seller has delivered to the Buyer correct and complete copies of the charter and bylaws of the Seller (as amended to date). The Seller is not in default under or in violation of any provision of its charter or bylaws.

(b) The Seller has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of the Seller, enforceable in accordance with its terms and conditions. The Seller need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement. The Seller has sufficient power and authority to carry on the Business as now conducted. Shareholder has approved this Agreement and the transactions contemplated by this Agreement.

4.2 *Capitalization.* The entire authorized capital stock of the Seller is owned by Harbor Branch Holdings, Inc., a Florida corporation.

4.3 *Noncontravention.* To Seller's knowledge, neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (a) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which the Seller or any of its Subsidiaries is subject or any provision of the charter or bylaws of the Seller or any of its Subsidiaries or (b) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice or consent under any agreement, contract, lease, license, instrument, or other arrangement to which the Seller or any of its Subsidiaries is a party or by which it is bound or to which any of its assets is subject (or result in the imposition of any Lien upon any of its assets). Neither the Seller nor any Subsidiary needs to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement. Pursuant to covenants and restrictions encumbering the property leased from Harbor Branch Oceanographic Institute Foundation, Inc., copies of which are attached hereto as Exhibit C, Seller has given notice to Florida Atlantic University ("FAU") of this transaction in order to confirm that the intended use of the property and the lease to the buyer of the real property in St. Lucie County, Florida, and the business to be conducted by the Seller are consistent with the requirements of the covenants and restrictions. At or prior to Closing, FAU shall have provided its written consent to such effect. Seller shall deliver to Buyer on the Closing Date (A) an Officer's Certificate from a duly elected officer of Marshall Islands Mariculture Farm, Inc. with respect to certain corporate matters and matters relating to its subleases in the Marshall Islands and the statements contained in such certificate shall be true and correct as of the Closing Date and (B) Certificates from the Lessor under the subleases in the form delivered by Buyer to Seller. At or prior to Closing, Seller shall have obtained the consent of Marshall Islands Mariculture Farm, Inc. to effect the transactions contemplated hereby.

4.4 *Brokers' Fees.* To Seller's knowledge, except for an arrangement with PCE Investment Bankers, Inc., the Seller has no Liability to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement.

4.5 *Title to Assets.* The Seller has good and marketable title to, or a valid leasehold interest in, the properties and assets used by it, located on its premises, or shown on the Balance Sheet or acquired after the date thereof including the Purchased Assets, free and clear of all Liens, except for properties and assets disposed of in the Ordinary Course of Business since the date of the Balance Sheet, Liens that will be satisfied at closing, or assets which are encumbered by Assumed Liabilities.

4.6 *Subsidiaries.* The Seller is the sole owner of the following subsidiaries: Greenhouse Goods, LLC, a Florida limited liability company which is organized and in good standing under the laws of the State of Florida, and Marshall Islands Mariculture Farm, Inc., a resident domestic for-profit corporation under the Republic of the Marshall Islands Business Corporation Act. The Subsidiaries are duly organized and validly existing and in good standing under the laws of the state or republic of their respective formation. Each Subsidiary is duly authorized to conduct business and is in good standing under the laws of each jurisdiction where such qualification is required. Each Subsidiary has full corporate power and authority to carry on the businesses in which it is engaged and to own and use the properties owned and used by it. Neither Subsidiary is in default under or in violation of any provision of its charter or by-laws. Each Subsidiary has good and marketable title to, or valid leasehold interest in the properties and assets used by it, located on its premises, or shown on its most recent balance sheet or acquired after the date thereof, free and clear of all Liens, except for properties and assets disposed of in the Ordinary Course of Business since the date of its most recent balance sheet.

4.7 *Financial Statements.* Although the Seller's financial books and records have not been maintained in accordance with Generally Accepted Accounting Principles, to Seller's knowledge the financial statements presented to the Buyer for review fairly represent the financial condition, on the date of such statement, of the Seller and its Subsidiaries and are correct and complete in all material respects and are consistent with the books and records of the Seller and do not fail to disclose any matter which would have a material negative impact on the financial condition of the Seller or any of its Subsidiaries. Income statements included in the financial statements reviewed by the Buyer do not materially overstate an income before income taxes for the periods included therein. The Seller's and each of its Subsidiaries' financial books and records have been maintained consistently on an accrual basis.

4.8 *Events Subsequent to Most Recent Fiscal Year End.* Since the most recent fiscal year end, there has not been any material adverse change in the business, assets, financial condition, operations, results of operations, employee relations, supplier relations, customer relations or future prospects of the Seller or its Subsidiaries, and no event has occurred that may result in such a change.

4.9 *Legal Compliance; Permits and Licenses.*

(a) To Seller's knowledge, each of the Seller and Subsidiaries have complied with all applicable laws (including rules, regulations, codes, plans, injunctions, judgments, orders, decrees, rulings, and charges thereunder) of federal, state, local, and foreign governments (and all agencies thereof), and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against, and no notice, correspondence, inquiry or other communication has been received by, any of them alleging any failure so to comply.

(b) To Seller's knowledge, the Seller and its Subsidiaries have all permits, licenses, orders, franchises and approvals of all federal, state, local and foreign governments (and all agencies thereof) necessary or desirable for the operation of the business of the Seller as currently conducted. All such permits, licenses, orders, franchises and approvals are in full force and effect, and no suspension or cancellation of any of such items are pending or, to the Knowledge of the Seller, threatened, and shall be assigned to the buyer on the Closing Date.

*4.10 Tax Matters.*

(a) The Seller and its Subsidiaries have filed or caused to be filed on a timely basis all tax returns and all reports with respect to Taxes that are or were required to be filed by them. All tax returns and reports filed by the Seller were true, correct and complete in all material respects. Notwithstanding Section 2 above, all Taxes owed by the Seller (whether or not shown on any tax return) have been or will be paid prior to the Closing or when due, if later. The Seller currently is not the beneficiary of any extension of time within which to file any tax return. The Buyer will be required to pay ad valorem real and personal property taxes in St. Lucie County, Florida for its prorata portion of the year 2011 and thereafter on the real property purchased from Harbor Branch Oceanographic Institute Foundation, Inc. and on any personal property which Buyer may own.

(b) The Seller and its Subsidiaries have properly filed tax returns with and paid and discharged any liabilities for taxes in any states or localities in which it is subject to Tax.

*4.11 Leases.* Seller's Subsidiary, Marshall Islands Mariculture Farm, Inc., subleases properties in the Marshall Islands. Copies of said subleases, the amendments thereto and the underlying leases governing the leased properties are attached hereto as part of Schedule II (the "Leased Property"). Seller's Subsidiary is not in default of any of its payment obligations or any other obligations under the subleases, as amended, and to the knowledge of Seller there exists no default under the underlying leases to the Leased Property. The copies attached to this Agreement are true and correct copies of such subleases, amendments and underlying leases, all of which are valid and are in full force and effect on the date hereof. No consent of (1) the Lessor under the subleases, as amended, or (2) the landlords under the underlying leases, is required in connection with the transactions to be consummated pursuant to the terms of this Agreement.

*4.12 Tangible Assets.* To Seller's knowledge, the Seller owns or leases all buildings and Tangible Personal Property necessary for the conduct of its business as currently conducted.

*4.13 Inventory.* To Seller's knowledge, all items included in the Seller's inventory consist of a quality and quantity usable and saleable in the ordinary course of business. To Seller's knowledge, the Seller is not in possession of any inventory not owned by the Seller, including goods already sold.

*4.14 Contracts.* To Seller's knowledge, Schedule II lists and attaches all contracts and other agreements to which the Seller or any of its Subsidiaries is a party. Any agreement reflected on Schedule II which may not be cancelled upon thirty (30) Business Days advanced written notice or are not assignable is identified.

*4.15 Notes and Accounts Receivable.* To Seller's knowledge, all notes and accounts receivable of the Seller and its Subsidiaries, as reflected properly on its books and records, are valid receivables subject to no setoffs or counterclaims, and represent or will represent valid obligations arising from sales actually made or services actually performed in the Ordinary Course of Business.

*4.16 Powers of Attorney.* To Seller's knowledge, there are no outstanding powers of attorney executed on behalf of the Seller or any of its Subsidiaries.

4.17 *Litigation.* There are no outstanding lawsuits filed against the Seller or any of its Subsidiaries, or to the knowledge of the Seller, neither it nor any of its Subsidiaries is threatened to be made a party to any action, suit, hearing or investigation of here before any court or quasi judicial or administrative agency, or any federal, state, local, or foreign jurisdiction. The Seller is the plaintiff in that certain lawsuit styled Oceans, Reefs & Aquariums, Inc., Plaintiff vs Kevin Gaines, Defendant, in the Circuit Court of the Nineteenth Judicial Circuit in and for St. Lucie County, Florida Case No.: 56-2007-CA-004671. Seller agrees to hold Buyer harmless for any loss, cost, liability, judgment, or expense, including reasonable attorneys' fees arising out of that litigation.

4.18 *Employee Benefits.* To Seller's knowledge, Each Employee Benefit Plan (and each related trust, insurance contract, or fund) has been operated in all material respects in accordance with its terms and complies in form and in operation in all material respects with the applicable requirements of ERISA, the Code, and other applicable laws.

4.19 *Environment.*

(a) The Seller, each of its Subsidiaries and their respective predecessors have, to the knowledge of Seller, complied and are in full compliance with all Environmental Laws, and no action, suit, violation, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed, commenced or is being threatened against any of them alleging any failure so to comply.

(b) Without limiting the generality of the preceding sentence, to the knowledge of Seller, it and each of its Subsidiaries and their respective predecessors have obtained and been in compliance with all of the terms and conditions of all permits, licenses, and other authorizations which are required under, and have complied in all respects with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules, and timetables which are contained in, all Environmental Laws. To the knowledge of Seller, it and each of its Subsidiaries and their respective predecessors have not manufactured, sold, marketed, installed or distributed products containing asbestos, and no such entity has any Liability with respect to the presence of asbestos in or on any product, building or property.

(c) To the knowledge of Seller, none of the Seller's or its Subsidiaries' current or past operations, or any byproduct thereof, and none of the currently or formerly owned property or assets of the Seller or its Subsidiaries are related to or subject to any investigation or evaluation by any governmental entity, as to whether any remedial action is needed to respond to a release or threatened release of Hazardous Substances.

(d) Seller represents to Buyer that there are no underground fuel storage containers on the Leased Property, nor have there ever been.

4.20 *Intellectual Property.* To Seller's knowledge, all the Intellectual Property owned by the Sellers or any of its Subsidiaries or used in or necessary to the Business, including, in the case of any Intellectual Property not owned by the Seller, the licenses or other agreements or arrangements pursuant to which any of the Seller has the right to use such Intellectual Property are listed on Schedule II.

Neither the Seller nor any of its Subsidiaries has infringed or made unlawful use of, and is not infringing or making unlawful use of, any Intellectual Property or other proprietary or confidential information of any other person or entity. No litigation (or other proceeding in or before governmental agency or arbitrary body) charging the Seller or any of its Subsidiaries with infringement or unauthorized or unlawful use of any Intellectual Property is pending, or to the best of the Seller's knowledge, threatened; nor is there any basis for any such litigation or proceeding.

*4.21 Suppliers and Customers.* To the knowledge of Seller, Schedule VIII lists the twenty (20) largest suppliers and customers of the Business during the preceding twelve-month period. The relationships of the Seller with its suppliers and customers are good commercial working relationships, and no supplier or customer of material importance to the Business has canceled or otherwise terminated, or threatened in writing to cancel or terminate, its relationship with the Seller or has during the last twelve months decreased materially, or threatened to decrease or limit materially, its services, supplies, or materials to the Sellers or its usage or purchase of the services or products of the Seller. The Seller has no knowledge or reason to know that any such supplier or customer intends to cancel or otherwise substantially modify its relationship with the Seller or to decrease materially or limit its services, supplies, or materials to the Seller, or its usage or purchase of the Seller's services or products, and the consummation of the transactions contemplated hereby will not, to the best of the Seller's knowledge, adversely affect the relationship of the Business with any such supplier or customer.

5. Covenants. The Parties agree as follows with respect to the period following the Closing:

*5.1 Employees and Employee Benefits.*

(a) *Information on Active Employees.* For the purpose of this Agreement, the term "Active Employees " shall mean all Employees employed on the Closing Date by the Seller for the Business who are employed exclusively in the Business as currently conducted, including employees on temporary leave of absence, including family medical leave, military leave, temporary disability or sick leave, but excluding employees on long-term disability leave, subcontracted employees, or any person employed by the Seller for less than twelve (12) concurrent months as of the Effective Date.

(b) *Employment of Active Employees by the Buyer.*

(i) Commencing as of the Closing Date, Buyer agrees to make offers of employment to seventy-five percent (75%) of Seller's Active Employees employed by Seller on the Closing Date (the "Seller's Employees"), at the same salary they are earning as of the Effective Date. All offers, conditions, and benefits of employment of Buyer shall be subject to Buyer's standard employment terms and conditions. The Buyer will provide the Seller with a list of Active Employees who have accepted employment to be effective on the Closing Date (the "Hired Active Employees "). Subject to applicable legal requirements, the Buyer will have reasonable access to the facilities and personnel records (including performance appraisals, disciplinary actions, grievances and medical records) of the Seller for the purpose of preparing for and conducting employment interviews with all Active Employees and will conduct the interviews as expeditiously as possible prior to the Closing Date. Access will be provided by the Seller upon reasonable prior notice during normal business hours. Effective immediately before the Closing, the Seller will terminate the employment of all of its Hired Active Employees. If a job offer is made to an Active Employee, it will be either at the

Harbor Branch campus or in the Fort Pierce area. Seller shall provide Buyer with a copy of Seller's compensation schedule during the Investigation Period, and Seller represents that the compensations of its employees will not be changed from that schedule.

(ii) Neither the Seller nor any Shareholder shall solicit the continued employment of any Active Employee prior to Closing or the employment of any Hired Active Employee after the Closing.

(c) *Salaries and Benefits.*

(i) The Seller shall be responsible for (A) the payment of all wages and other remuneration due to Active Employees with respect to their services as employees of the Seller through the close of business on the Closing Date, including any pro rata bonus payments and all vacation pay earned prior to the Closing Date; and (B) the payment of any termination or severance payments and the provision of health plan continuation coverage in accordance with the requirements of COBRA and Sections 601 through 608 of ERISA.

(ii) The Seller shall be liable for any claims made or incurred by Active Employees and their beneficiaries through the Closing Date under the Employee Benefit Plans. For purposes of the immediately preceding sentence, a charge will be deemed incurred, in the case of hospital, medical or dental benefits, when the services that are the subject of the charge are performed and, in the case of other benefits (such as disability or life insurance), when an event has occurred or when a condition has been diagnosed that entitles the employee to the benefit.

(d) *Seller's Retirement and Savings Plans.*

(i) All Hired Active Employees who are participants in the Seller's retirement plans shall retain their accrued benefits under the Seller's retirement plans as of the Closing Date, and the Seller (or the Seller's retirement plans) shall retain sole liability for the payment of such benefits as and when such Hired Active Employees become eligible therefore under such plans. All Hired Active Employees shall become fully vested in their accrued benefits under the Seller's retirement plans as of the Closing Date, and the Seller will so amend such plans if necessary to achieve this result.

(ii) The Seller will cause its savings plan, if any, to be amended in order to provide that the Hired Active Employees shall be fully vested in their accounts under such plan as of the Closing Date and all payments thereafter shall be made from such plan as provided in the plan.

(e) *No Transfer of Assets.* Neither the Seller nor the Shareholder will make any transfer of pension or other employee benefit plan assets to the Buyer.

5.2 *Payment of All Taxes Resulting from Sale of Assets by the Seller.* The Seller shall pay in a timely manner all Taxes imposed on it resulting from or payable in connection with the sale of the Purchased Assets pursuant to this Agreement.

5.3 *Reports and Returns.* The Seller shall promptly after the Closing prepare and file all reports and returns required by legal requirements relating to the business of the Seller as conducted using the Assets, to and including the Closing Date.

5.4 *Further Assurances.* In case at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement, each of the Parties will take such further action (including the execution and delivery of such further instruments and documents) as any other Party reasonably may request, all at the sole cost and expense of the requesting Party

5.5 *Litigation Support.* In the event and for so long as any Party actively is contesting or defending against any action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand in connection with (a) any transaction contemplated under this Agreement or (b) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction on or prior to the Closing Date involving the Seller, each of the other Parties will cooperate with it and its counsel in the contest or defense, make available their personnel, and provide such testimony and access to their books and records as shall be necessary in connection with the contest or defense, all at the sole cost and expense of the contesting or defending Party.

5.6 *Transition.* Neither the Seller nor the Shareholder will take any action that is designed or intended to have the effect of discouraging any lessor, licensor, customer, supplier, or other business associate of the Seller from maintaining the same business relationships with the Buyer after the Closing as it maintained with the Seller prior to the Closing. The Seller and the Shareholder will refer all customer inquiries relating to the Business to the Buyer from and after the Closing.

5.7 *Change of the Seller's Name.* At the Closing the Seller shall deliver the documents necessary to change Seller's name to a name not containing the words "Oceans" "Reefs" or "Aquariums". Neither the Seller, nor any of its affiliates, will apply for the use of the name Oceans, Reefs & Aquariums, and the Seller shall coordinate its change of name with Buyer's name change application.

5.8 *Waiver of Bulk Sales Laws.* The Buyer hereby waives compliance with any Bulk Sales Laws, to the extent that the same otherwise would be applicable.

5.9 *Removing Excluded Assets.* On or before the Closing Date, the Seller shall have removed all Excluded Assets from all facilities of the Seller. Such removal shall be done in such manner as to avoid any damage to the facilities and other properties of the Seller and any disruption of the business operations to be conducted by the Buyer after the Closing. Any damage to the Purchased Assets resulting from such removal shall be paid by the Seller at the Closing. Should the Seller fail to remove the Excluded Assets as required by this Section 5.9, the Buyer shall have the right, but not the obligation, (a) to remove the Excluded Assets at the Seller's sole cost and expense; (b) to store the Excluded Assets and to charge the Seller all storage costs associated therewith; (c) to treat the Excluded Assets as unclaimed and to proceed to dispose of the same under the laws governing unclaimed property; or (d) to exercise any other right or remedy conferred by this Agreement or otherwise available at law or in equity. The Seller shall promptly reimburse the Buyer for all costs and expenses incurred by the Buyer in connection with any Excluded Assets not removed by the Seller on or before the Closing Date.

5.10 *Collection of Receivables.* From and after the Closing, the Buyer shall have the right and authority to collect for its own account all accounts receivable arising after the Closing and other items that are included in the Purchased Assets and to endorse with the name of the Seller any checks or drafts received with respect to any such accounts receivable or other items. The Seller



agrees to deliver promptly to the Buyer all cash, checks or other property received directly or indirectly by any of the Seller with respect to such receivables and other items, including any amounts payable as interest

6. Conditions to Obligation to Close.

6.1 *Conditions to Obligation of the Buyer.* The obligation of the Buyer to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

(a) the representations and warranties set forth in Section 3.1 and Section 4 above shall be true and correct to Shareholder's and Seller's Knowledge in all material respects when made and at and as of the Closing Date;

(b) the Seller and the Shareholder shall have performed and complied with all of their covenants and agreements hereunder in all material respects through the Closing;

(c) no action, suit, or proceeding shall be pending or threatened before any court or quasi judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling, or charge would (i) prevent consummation of any of the transactions contemplated by this Agreement, (ii) cause any of the transactions contemplated by this Agreement to be rescinded following consummation, (iii) affect adversely the right of the Buyer to own the Purchased Assets, or (iv) affect adversely the business of the Buyer with respect to the Purchased Assets (and no such injunction, judgment, order, decree, ruling, or charge shall be in effect);

(d) the Buyer shall have received (i) a certificate, signed by the appropriate officers of the Seller, as to the satisfaction of the conditions contained in Sections 6.1(a)-(c) above and (ii) a certificate of the secretary of the Seller as to the authenticity and effectiveness of the actions of the board of directors of the Seller authorizing the Seller to enter into this Agreement and approving the transactions contemplated by this Agreement (with copies of the Seller's charter, certified by the applicable Secretary of State, and bylaws, certified by the Secretary of the Seller, attached to such certificate);

(e) Buyer's contemporaneous lease of the real property from Harbor Branch Oceanographic Institute Foundation, Inc. on the Closing Date.

(f) the Seller shall have secured FAU's confirmation that the lease of property to the Buyer by Harbor Branch Oceanographic Institution Foundation, Inc., and the Buyer's contemplated use of the property, does not contravene any of the Covenants and Restrictions imposed upon the Property;

(g) the Buyer shall have received from counsel to the Seller and the Shareholder an opinion in the form set forth in Exhibit D attached hereto, addressed to the Buyer, and dated as of the Closing Date;

(h) the Seller shall have provided to the Buyer UCC-3 termination statements that when filed will be sufficient to release any and all Liens held by third parties in connection with such Indebtedness other than Assumed Liabilities;

(i) Buyer shall have received each of the duly executed Marshall Islands Officer Certificate and the Lessor Certificates provided for in Section 4.3 and the Escrow Agreement provided for in Section 8.1; and

(j) all actions to be taken by the Seller and the Shareholder in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby will be reasonably satisfactory in form and substance to the Buyer and on hand for delivery to the Buyer at Closing.

The Buyer may waive any condition specified in this Section 6.1 if it executes a writing so stating at or prior to the Closing.

**6.2** *Conditions to Obligation of the Seller.* The obligation of the Seller to consummate the transactions to be performed by them in connection with the Closing is subject to satisfaction of the following conditions:

(a) the representations and warranties set forth in Section 3.2 above shall be true and correct in all material respects when made and as of the Closing Date, except for any representations or warranties qualified by materiality limitations, which shall instead be true and correct in all material respects;

(b) the Buyer shall have performed and complied with all of its covenants and agreements hereunder through the Closing;

(c) no order issued by any court of competent jurisdiction preventing the consummation of the transactions contemplated by this Agreement shall be in effect;

(d) the Seller shall have received a certificate, signed by the appropriate officer of the Buyer as to the satisfaction of the conditions specified above in Section 6.2(a)-(c);

(e) the Seller shall have received all authorizations, consents, and approvals of governments and governmental agencies referred to in Section 4.3 above.

(f) the Escrow Agent shall have received the consideration for the purchase as described in Section 2.4 above.

7. [Reserved.]

8. Indemnification.

**8.1** *Indemnity by the Seller/Survival of Representations and Warranties.* The Seller, and the Shareholder, jointly and severally, each agree to indemnify, defend and hold the Buyer and its officers, directors and other affiliates harmless from and with respect to any and all claims, liabilities, losses, damages, diminution in value, costs and expenses, including the reasonable fees and disbursements of counsel (collectively, the "Losses"), related to or arising directly or indirectly out of any of the following:

(a) Any inaccuracies in any representation or warranty made by the Seller in this Agreement or any failure or breach by the Seller of any covenant, obligation, or undertaking made by the Seller in this Agreement;

(b) Whether or not the event, circumstance or fact giving rise to Losses also constitutes a breach of any of the representations or warranties or covenants of the Seller, any and all claims, liabilities and obligations arising out of the operation of the Business or the use of the Purchased Assets in the operation thereof or any business carried on by the Seller or any of its predecessors on or prior to the Closing Date (whether asserted before or after the Closing Date);

(c) Any claim by, or liability or obligation to any employee of the Sellers in connection with his or her employment or termination of employment on or prior to the Closing Date by the Seller;

(d) The failure of the Seller to assume full responsibility for any liability relating to the Business other than an Assumed Liability or any obligation or liability or associated with the Excluded Assets; or

Any claim, liability or obligation relating to any broker or finder retained or utilized by the Seller or representing the Seller in connection with the transactions contemplated by this Agreement.

Seller's representations and warranties shall survive for a period of eighteen (18) months following the Closing Date. Notwithstanding anything to the contrary contained in Section 8 hereof, neither the Shareholder nor the Seller shall have any aggregate liability under this Agreement as a result of any Losses, unless and until the aggregate amount of such Losses, suffered by the Buyer exceeds \$50,000, in which event, both the Shareholder and the Seller, jointly and severally shall then be obligated to indemnify, and defend and hold the Buyer harmless from all such Losses in excess of \$50,000, except as limited in the next paragraph.

Notwithstanding anything to the contrary contained in Section 8 hereof, the Shareholder's and the Seller's collective liability under this agreement as a result of any Losses shall not exceed in the aggregate \$200,000. Seller agrees to deposit the sum of \$200,000 with an escrow agent acceptable to Buyer and to enter into an escrow agreement with Buyer and the escrow agent for the purposes of administering any indemnification claims made by Buyer hereunder.

8.2 *By Buyer.* Except as otherwise specifically set forth in this Agreement, Buyer agrees to indemnify and hold Seller and its officers, directors and other affiliates harmless from and against all claims, demands, causes of action, loss, damage, liabilities, costs and expenses (including reasonable attorney's fees and court costs) asserted against or incurred by Seller, (other than Retained Liabilities), relating to the period of time subsequent to Closing and arising out of Buyer's ownership and use of the Purchased Assets.

9. Miscellaneous.

9.1 *Press Releases and Public Announcements.* No Party shall issue any press release or make any public announcement relating to the subject matter of this Agreement prior to the Closing without the prior written approval of the Buyer and the Seller.

9.2 *No Third-Party Beneficiaries.* This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

9.3 *Entire Agreement.* This Agreement (including the documents referred to herein) constitutes the entire agreement among the Parties and supersedes any prior understandings,

agreements, or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

9.4 *Succession and Assignment.* This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the Buyer and the Seller.

9.5 *Counterparts / Facsimiles.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of this Agreement. Facsimile copies of this Agreement and signatures thereof shall, for all purposes, be deemed equivalent of originals.

9.6 *Headings.* The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

9.7 *Notices.* All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (a) when delivered personally to the recipient, (b) one Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid), (c) on the day of transmission if transmitted by facsimile on any Business Day between 9:00 a.m. and 4:00 p.m. local time, or, if transmitted outside of these times, on the commencement of the following Business Day or (d) four Business Days if it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

*If to the Seller:*

**Oceans, Reefs & Aquariums, Inc.  
5600 US Hwy 1 North  
Fort Pierce, FL 34946  
772-231-9876  
James L. Seitz**

Facsimile:  
Attention:

*Copy to:*

**Stewart, Evans, Stewart & Emmons, P.A.  
3355 Ocean Drive  
Vero Beach, FL 32963  
772-231-9876  
William J. Stewart, Esq.**

Facsimile:  
Attention:

*If to the Shareholder:*

**Harbor Branch Holdings, Inc.  
5600 US Hwy 1 North  
Ft. Pierce, FL 34946  
772-231-9876  
James L. Seitz**

Facsimile:  
Attention:



or other certificate as required by local law.

(b) With respect to any Assets constituting personal property as to which any "isolated transaction," "casual sales," or similar exemption from transfer Taxes may be available, the Parties shall submit such documentation as shall be necessary to establish the isolated nature of the transfer.

9.12 *Construction.* The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

8.13 *Attorneys' Fees.* In the event any litigation arises out of or in connection with this Agreement, the prevailing party in such litigation will be entitled to recover from the other party or parties to such litigation all reasonable attorneys' fees, expenses and litigation costs, including those associated with any appellate or post judgment collection proceeding.

9.14 *Confidentiality.*

(a) Between the date of this Agreement and the Closing Date, the Buyer, the Seller and the Shareholder will maintain in confidence, and will cause their Subsidiaries, directors, officers, employees, agents, and advisors to maintain in confidence, any written, oral, or other information obtained in confidence from another Party or its Subsidiaries in connection with this Agreement, unless (i) such information is already known to such Party or to others not bound by a duty of confidentiality or such information becomes publicly available through no fault of such Party, (ii) the use of such information is necessary or appropriate in making any filing or obtaining any consent or approval required for the consummation of the transactions contemplated by this Agreement, or (iii) the furnishing or use of such information is required by legal proceedings.

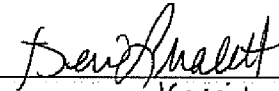
(b) If the transactions contemplated by this Agreement are not consummated, each Party will return or destroy as much of such written information as the other party may reasonably request.

(SIGNATURES CONTAINED ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date first above written.


**BUYER:**

**ORA II, LLC**

By:   
Name: Kerri L. Malett  
Title: President member


**SELLER:**

**OCEANS, REEFS & AQUARIUMS, INC.**

By:   
Name: DUSTIN DORTON  
Title: President

**SHAREHOLDER:**

**HARBOR BRANCH HOLDINGS, INC.**

By:   
Name: JAMES L. SEITE  
Title: President

**EXHIBIT A**

**MARSHALL ISLANDS SUBLEASES AND AMENDMENTS**



## **EXHIBIT B**

### **ALLOCATION OF THE PURCHASE PRICE**

**The purchase price will be allocated first to the Current Assets shown on the January 31, 2011 Balance Sheet.**

**EXHIBIT C**

**FAU COVENANTS & RESTRICTIONS**

**EXHIBIT D**

**OPINION LETTER**

**SCHEDULE I**

**DEPRECIABLE TANGIBLE PERSONAL PROPERTY**

**SCHEDULE II**

**AGREEMENTS, CONTRACTS AND LEASES AND ATTACHMENTS**

**SCHEDULE III**

**LICENSES, GOVERNMENTAL AUTHORIZATIONS  
AND PENDING APPLICATIONS**

**SCHEDULE IV**  
**DATA AND RECORDS**

**SCHEDULE V**  
**INTELLECTUAL PROPERTY**



**SCHEDULE VI**

**CLAIMS AGAINST THIRD PARTIES**

**SCHEDULE VII**  
**SELLER LIABILITIES TO CUSTOMERS**

## SCHEDULE VIII

### SUPPLIERS AND CUSTOMERS

F:\Rossway\Cindy\Clients\Kevin Barry Clients\Rivera, Serge\Asset Purchase Agreement - RMTS Accepted clr 3.3.11 Redline Changes to 2.16.11.docx

F:\Rossway\Cindy\Clients\Kevin Barry Clients\Rivera, Serge\Asset Purchase Agreement - RMTS 3.3.11 Blueline Changes to 2.16.11.doc



Elissa Blabac  
 Tel. 602.445.8390  
 Fax 602.445.8100  
 blabace@gillaw.com

January 13, 2010

Via FEDEX

Mr. Dustin Dorton  
 Oceans, Reefs & Aquariums Inc.  
 5600 US 1 North  
 Fort Pierce, FL 34946

**Re: Trademark Registration Certificate**  
**Mark: ORA®**  
**Reg. No: 3,711,839**  
**Reg. Date: November 17, 2009**  
**Affidavit Due: November 17, 2015**  
**Renewal Due: November 17, 2019**  
**Our Ref: 118480-010100**

Dear Dustin:

I am pleased to enclose the original Certificate of Registration for the ORA® trademark issued by the U.S. Patent and Trademark Office ("PTO"). We will retain a copy of the Certificate in our file. The registration date is November 17, 2009; the registration number is 3,711,839.

There are several future dates that you should calendar which we will also calendar:

1. A Declaration of Use under Section 8 of the Trademark Act must be filed with the PTO between November 17, 2014 and November 17, 2015 showing that the mark is still in use in commerce or showing that the nonuse is due to special circumstances which excuse such nonuse. **Failure to file this Declaration by the deadline will result in cancellation of your registration.**

2. A further Declaration claiming incontestability under Section 15 of the Trademark Act should be filed simultaneously with the Section 8 Declaration if: a) the mark has been used continuously since the registration date; b) there has been no final decision in any court adverse to your claim of ownership or right of registration; and c) there is no proceeding involving your rights in the mark pending in the PTO or in any U.S. court. Incontestability means that certain claims against enforceability of the Registration can no longer be raised. Other claims, such as fraud in obtaining the registration, survive the granting of incontestability. If for some reason a Section 15 Declaration cannot be filed with the Section 8 Declaration, it can be filed at any time thereafter when the requirements noted above have been met.

PHX 329,157,090v1 PHX 329,157,090v1

GREENBERG TRAURIG, LLP ■ ATTORNEYS AT LAW ■ WWW.GTLAW.COM  
 2375 East Camelback Road ■ Suite 700 ■ Phoenix, AZ 85016 ■ Tel 602.445.8000 ■ Fax 602.445.8100

ALBANY  
 AMSTERDAM  
 ATLANTA  
 AUSTIN  
 BEIJING  
 BOSTON  
 BRUSSELS  
 CHICAGO  
 DALLAS  
 DELAWARE  
 DENVER  
 FORT LAUDERDALE  
 HOUSTON  
 LAS VEGAS  
 LONDON  
 LOS ANGELES  
 MIAMI  
 NAPLES  
 NEW JERSEY  
 NEW YORK  
 ORANGE COUNTY  
 ORLANDO  
 PALM BEACH COUNTY  
 PHILADELPHIA  
 PHOENIX  
 ROME  
 SACRAMENTO  
 SHANGHAI  
 SILICON VALLEY  
 TAIPEI/TAIWAN  
 TAIPEI  
 TOKYO  
 TYSONS CORNER  
 WASHINGTON, DC  
 WHITE PLAINS  
 ZURICH  
 TAMING

**TRADEMARK**  
**REEL: 004660 FRAME: 0896**

Mr. Dustin Dorton  
January 13, 2010  
Page 2

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3. The initial registration will remain in effect for ten years (provided that the Section 8 Declarations were timely filed) and may be renewed. The registration will expire on **November 17, 2019**. The Application to Renew must be filed between **November 17, 2018** and **November 17, 2019**. The Registrant will be required to file another Declaration of Use with the Applications to Renew.

We have docketed these important dates into our docketing system and will endeavor to remind you when they come due. Because of the length of time and changes that can occur, please keep a separate record of these dates, and keep us informed of any mailing address changes as the years pass.

Now that federal registration of this mark has issued, it is highly advisable for the owner to give notice to others of that ownership whenever the marks are used in connection with the listed goods and services. Such notice should appear to the extent necessary to sufficiently alert others of the registered rights in this mark. The form of the notice can be "®", "Registered in U.S. Patent and Trademark Office", or "Reg. U.S. Pat. & Tm. Off." In the event that the Registrant failed to provide such statutory notice and someone infringes the mark without having actual notice of the federal registrations, the owner may be precluded from recovering monetary damages in a subsequent infringement action.

Special rules apply to using the "®" symbol outside of the United States. Please contact us if you plan to use the marks outside of the United States.

Trademark registration holders are responsible for enforcing their rights by ensuring that others do not use the same or similar mark(s). Therefore, we believe it is important to subscribe to an annual watch service for this mark. This will alert you if others attempt to register a mark confusingly similar to yours. Please call us for details.

If you have any questions, please feel free to call me.

Sincerely,

Elissa Blabac  
Assistant to Mr. Frank G. Long

Enclosure

PHX 329,157,090v1

Greenberg Traurig LLP

**TRADEMARK**  
**REEL: 004660 FRAME: 0897**

# United States of America

United States Patent and Trademark Office

## ORA

**Reg. No. 3,711,839** OCEANS, REEFS & AQUARIUMS INC. (FLORIDA CORPORATION)  
Registered Nov. 17, 2009 5600 US 1 NORTH  
FORT PIERCE, FL 34946

**Int. Cl.: 31** FOR: LIVE FISH, CORALS, CLAMS, INVERTEBRATES AND ALGAE, IN CLASS 31 (U.S. CLS. 1 AND 46).

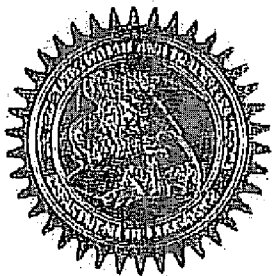
**TRADEMARK** FIRST USE 0-0-2001; IN COMMERCE 0-0-2001.  
**PRINCIPAL REGISTER**

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NOS. 3,037,662 AND 3,280,542.

SER. NO. 77-720,165, FILED 4-22-2009.

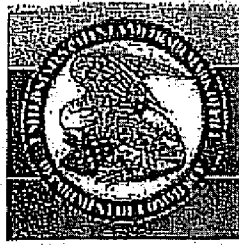
JANICE L. MCMORROW, EXAMINING ATTORNEY



*David J. Kappas*

Director of the United States Patent and Trademark Office

**TRADEMARK**  
**REEL: 004660 FRAME: 0898**



Please note that U.S. Customs & Border Protection (CBP), a bureau of the Department of Homeland Security, maintains a trademark recordation system for marks registered at the United States Patent and Trademark Office. Parties who register their marks on the Principal Register may record these marks with CBP, to assist CBP in its efforts to prevent the importation of goods that infringe registered marks. The recordation database includes information regarding all recorded marks, including images of these marks. CBP officers monitor imports to prevent the importation of goods bearing infringing marks, and can access the recordation database at each of the 317 ports of entry.

CBP's Intellectual Property Rights e-Recordation (IPRR) system, located at <https://apps.cbp.gov/e-recordations/>, allows right holders to electronically file IPR recordation applications, thus significantly reducing the amount of time normally required to process paper applications. Some additional benefits of the system include:

- Elimination of paper applications and supporting documents.
- Copies of the certificate issued by the registering agency (U.S. Patent and Trademark Office or the Copyright Office) are retained by the right holder, not submitted to CBP.
- Payment by credit card (preferred), check or money order.
- Ability to upload images of the protected work or trademark, thus obviating the need to send samples to CBP.
- Reduced time from filing of the application to enforcement by field personnel.

Information about how to obtain a recordation, and about CBP's Intellectual Property Rights border enforcement program, is available at CBP's web site, [www.cbp.gov](http://www.cbp.gov).

# Greenberg Traurig

Susan Daly Stearns  
Tel. 602.445.8382  
Fax 602.445.8643  
StearnsS@gilaw.com

March 31, 2006

## FIRST-CLASS MAIL

Mr. Kevin Gaines  
President, COO  
Oceans, Reefs, Aquariums, Inc.  
Harbor Branch Oceanographic  
5600 U.S. 1 North  
Fort Pierce, FL 34946

*Re: US Trademark Application No. 78/415,499  
Applicant: Oceans, Reefs, Aquariums, Inc.  
Mark: ROCK O' RAMA in Class 19*

Dear Mr. Gaines:

I am pleased to enclose the original Certificate of Registration for the ROCK O' RAMA trademark issued by the US Patent and Trademark Office ("PTO"). We will retain a copy of the Certificate in our files. The registration date is February 7, 2006; the registration number is 3,058,242.

There are several future dates that you should calendar which we will also calendar:

1. A Declaration Of Use under Section 8 of the Trademark Act must be filed with the PTO between February 7, 2011 and February 7, 2012 showing that the mark is still in use in commerce or showing that its nonuse is due to special circumstances which excuse such nonuse. Failure to file this Declaration by the deadline will result in cancellation of your registration.

2. A further Declaration claiming incontestability under Section 15 of the Trademark Act should be filed simultaneously with the Section 8 Declaration if: a) the mark has been used continuously since the registration date; b) there has been no final decision in any court adverse to your claim of ownership or right of registration; and c) there is no proceeding involving your rights in the mark pending in the PTO or in any U.S. court. Incontestability means that certain claims against enforceability of the Registration can no longer be raised. Other claims, such as fraud in obtaining the registration, survive the granting of incontestability. If for some reason a Section 15 Declaration cannot be filed with the Section 8 Declaration, it can be filed at any time thereafter when the requirements noted above have been met.

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US Patent and Trademark Office

www.gilaw.com

TRADEMARK  
REEL: 004660 FRAME: 0900



Mr. Kevin Gaines  
March 31, 2006  
Page 2

3. The initial registration remains in effect for ten years (provided that the Section 8 Declaration was timely filed) and may be renewed. Your registration will expire on February 7, 2016. The Application to Renew must be filed between February 7, 2015 and February 7, 2016. You will be required to file another Declaration of Use with the Application to Renew.

We have docketed these important dates into our docketing system and will endeavor to remind you when they come due. Because of the length of time and changes that can occur, please keep a separate record of these dates, and keep us informed of your mailing address as the years pass.

Now that you own a federal registration of this mark, it is highly advisable for you to give notice to others of that ownership whenever you use the mark in connection with the listed goods. Such notice should appear to the extent necessary to sufficiently alert others of your registered rights in this mark. The form of the notice can be "@", "Registered in U.S. Patent and Trademark Office", "Reg. U.S. Pat. & Tm. Off." In the event that you fail to provide such statutory notice and someone infringes your mark without having actual notice of your federal registration, you may be precluded from recovering monetary damages in a subsequent infringement action.

Special rules apply to using the "@" symbol outside of the United States. Please contact us if you plan to use the mark outside of the United States.

Trademark registration holders are responsible for enforcing their rights by ensuring that others do not use the same or similar mark(s). Therefore, we believe it is important to subscribe to an annual watch service for this mark. This will alert you if others attempt to register a mark confusingly similar to yours. Please call us for details.

If you have any questions, please feel free to call me.

Sincerely,



Susan Daly Stearns  
For the Firm

SDS:mjl  
Enclosure

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Greenberg Traurig, LLP

TRADEMARK  
REEL: 004660 FRAME: 0901

Int. Cl.: 19

Prior U.S. Cls.: 1, 12, 33, and 50

United States Patent and Trademark Office

Reg. No. 3,058,242

Registered Feb. 7, 2006

TRADEMARK  
PRINCIPAL REGISTER

ROCK O' RAMA

OCEANS, REEFS, AQUARIUMS, INC. (FLORIDA  
CORPORATION)  
5600 U.S. 1 NORTH  
FORT PIERCE, FL 34946

THE MARK CONSISTS OF STANDARD CHAR-  
ACTERS WITHOUT CLAIM TO ANY PARTICULAR  
FONT, STYLE, SIZE, OR COLOR.

FOR: ARTIFICIAL MODULAR AND CULTURED  
CORAL FOR USE IN AQUARIUMS, IN CLASS 19  
(U.S. CLS. 1, 12, 33 AND 50).

SN 78-415,499, FILED 5-8-2004.

FIRST USE 3-0-2004; IN COMMERCE 3-0-2004.

SALLY SHIH, EXAMINING ATTORNEY

# Greenberg Traurig

Susan Daly Stearns  
Tel. 602.445.8382  
Fax 602.445.8643  
SStearns@gtlaw.com

September 12, 2007

Mr. Jim Norris  
President, COO  
ORA Oceans Reefs & Aquariums  
5600 U.S. 1 North  
Fort Pierce, FL 34946

*Re: US Trademark Application No. 78/577,539  
Applicant: Oceans, Reefs, Aquariums, Inc.  
Mark: ORAGLO in Class 31  
Registration Number: 3,280,542  
Registration Date: August 14, 2007  
Renewal Date: August 14, 2017  
Our Ref. No.: 025547-011700*

Dear Jim:

I am pleased to enclose the original Certificate of Registration for the ORAGLO trademark issued by the U.S. Patent and Trademark Office ("PTO"). We will retain a copy of the Certificate in our files. The registration date is August 14, 2007; the registration number is 3,280,542.

There are several future dates that you should calendar which we will also calendar:

1. A Declaration of Use under Section 8 of the Trademark Act must be filed with the PTO between August 14, 2012 and August 14, 2013 showing that the mark is still in use in commerce or showing that its nonuse is due to special circumstances which excuse such nonuse. Failure to file this Declaration by the deadline will result in cancellation of your registration.

2. A further Declaration claiming incontestability under Section 15 of the Trademark Act should be filed simultaneously with the Section 8 Declaration if: a) the mark has been used continuously since the registration date; b) there has been no final decision in any court adverse to your claim of ownership or right of registration; and c) there is no proceeding involving your rights in the mark pending in the PTO or in any U.S. court. Incontestability means that certain claims against enforceability of the Registration can no longer be raised. Other claims, such as fraud in obtaining the registration, survive the granting of incontestability. If for some reason a Section 15 Declaration cannot be

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PHX 327937542v1 9/5/2007

Greenberg Traurig, LLP | Attorneys at Law | 2375 East Camelback Road | Suite 700 | Phoenix, AZ 85016 | Tel 602.445.8000 | Fax 602.445.8700

TRADEMARK  
REEL: 004660 FRAME: 0903

Mr. Jim Norris  
September 12, 2007  
Page 2

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filed with the Section 8 Declaration, it can be filed at any time thereafter when the requirements noted above have been met.

3. The initial registration will remain in effect for ten years (provided that the Section 8 Declaration was timely filed) and may be renewed. The registration will expire on August 14, 2017. The Application to Renew must be filed between August 14, 2016 and August 14, 2017. The Registrant will be required to file another Declaration of Use with the Application to Renew.

We have docketed these important dates into our docketing system and will endeavor to remind you when they come due. Because of the length of time and changes that can occur, please keep a separate record of these dates, and keep us informed of any mailing address changes as the years pass.

Now that a federal registration of this mark has issued, it is highly advisable for the owner to give notice to others of that ownership whenever the mark is used in connection with the listed goods. Such notice should appear to the extent necessary to sufficiently alert others of the registered rights in this mark. The form of the notice can be "®", "Registered in U.S. Patent and Trademark Office", or "Reg. U.S. Pat. & Tm. Off." In the event that the Registrant failed to provide such statutory notice and someone infringes the mark without having actual notice of the federal registration, the owner may be precluded from recovering monetary damages in a subsequent infringement action.

Special rules apply to using the "®" symbol outside of the United States. Please contact us if you plan to use the mark outside of the United States.

Trademark registration holders are responsible for enforcing their rights by ensuring that others do not use the same or similar mark(s). Therefore, we believe it is important to subscribe to an annual watch service for this mark. This will alert you if others attempt to register a mark confusingly similar to yours. Please call us for details.

If you have any questions, please feel free to call me.

Sincerely,



Susan Daly Stearns  
For the Firm

SDS:mjl  
Enclosure

Int. Cl.: 31

Prior U.S. Cls.: 1 and 46

United States Patent and Trademark Office

Reg. No. 3,280,542

Registered Aug. 14, 2007

TRADEMARK  
PRINCIPAL REGISTER

ORAGLO

OCEANS, REEFS, AQUARIUMS, INC. (FLORIDA  
CORPORATION)  
5600 U.S. 1 NORTH  
FORT PIERCE, FL 34946

THE MARK CONSISTS OF STANDARD CHAR-  
ACTERS WITHOUT CLAIM TO ANY PARTICULAR  
FONT, STYLE, SIZE, OR COLOR.

FOR: PET AND FISH FOOD, IN CLASS 31 (U.S.  
CLS. 1 AND 46).

SN 78-577,539, FILED 3-1-2005.

FIRST USE 1-1-2006; IN COMMERCE 1-1-2006.

EDWARD FENNESSY, EXAMINING ATTORNEY

Int. Cl.: 31

Prior U.S. Cls.: 1 and 46

United States Patent and Trademark Office

Reg. No. 3,037,662

Registered Jan. 3, 2006

TRADEMARK  
PRINCIPAL REGISTER



OCEANS, REEFS & AQUARIUMS, INC. (FLORIDA CORPORATION)  
5600 U.S. 1 NORTH  
FORT PIERCE, FL 34946

FOR: LIVE AQUACULTURED SALTWATER FISH; AQUACULTURED SALTWATER INVERTEBRATES; LIVE ALGAE USED AS AQUARIUM LANDSCAPES, IN CLASS 31 (U.S. CLS. 1 AND 46).

FIRST USE 1-19-1996; IN COMMERCE 1-19-1996.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "AQUARIUMS", APART FROM THE MARK AS SHOWN.

THE MARK CONSISTS OF THE DESIGN OF FISH SWIMMING THROUGH THE LETTERS ORA WITH A DESIGN OF CORAL AND THE WORDS "OCEANS REEFS & AQUARIUMS".

SER. NO. 78-415,494, FILED 5-8-2004.

MICHAEL SOUDERS, EXAMINING ATTORNEY