

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Foresight Products, LLC		04/27/2012	LIMITED LIABILITY COMPANY: COLORADO

**RECEIVING PARTY DATA**

<b>Name:</b>	MacLean Power, L.L.C.
<b>Street Address:</b>	7801 Park Place Road
<b>City:</b>	York
<b>State/Country:</b>	SOUTH CAROLINA
<b>Postal Code:</b>	29745
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	1076808	DUCKBILL
Registration Number:	2797555	DUCKBILL EARTH ANCHORS
Registration Number:	1274767	F
Registration Number:	1291813	FORESIGHT
Registration Number:	1465144	MANTA RAY
Registration Number:	3799438	MANTA RAY AND EARTH ANCHOR SYSTEMS
Registration Number:	2369049	STINGRAY
Registration Number:	3799437	STINGRAY AND EARTH ANCHOR SYSTEMS

**CORRESPONDENCE DATA**

Fax Number: 3123214299  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: usassignments@brinkshofer.com  
 Correspondent Name: Joshua S. Frick

CH \$215.00 1076808

Address Line 1: P.O. Box 10395  
Address Line 4: Chicago, ILLINOIS 60610

ATTORNEY DOCKET NUMBER:	14340.00002
NAME OF SUBMITTER:	Joshua S. Frick
Signature:	/Joshua S. Frick/
Date:	06/21/2012

**Total Attachments: 8**

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**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT is dated as of this 27<sup>th</sup> day of April, 2012 (the "Assignment"), by and between Foresight Products, LLC, a Colorado limited liability company, having its principal place of business at 6430 East 49<sup>th</sup> Drive, Commerce City, Colorado 80022 (hereinafter "Assignor"), and MacLean Power, L.L.C., a Delaware limited liability company, having its principal place of business at 7801 Park Place Road, York, South Carolina 29745 (hereinafter "Assignee").

WHEREAS, Assignor owns the trademarks and trademark applications and registrations identified on the attached Schedule A; and

WHEREAS, pursuant to the Asset Purchase Agreement dated as of April 27, 2012 by and among Assignor, Assignee and the other parties thereto (the "Purchase Agreement"), Assignor agrees to sell, assign, convey and transfer to Assignee all right, title and interest in each such trademark and trademark application and registration listed on Schedule A, all goodwill associated therewith and all related and corresponding rights in any jurisdiction in the world (collectively, the "Marks").

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, each party hereto agrees as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, conveys, transfers and sets over to Assignee, its successors and assigns the entire worldwide right, title and interest in and to the Marks, the ongoing and existing business of Assignor to which the Marks pertain, the goodwill of the business symbolized by the Marks, and all registrations that have been or may be granted thereon, all applications for registrations thereof, and all common law rights and copyright rights in the Marks worldwide, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend and protect interests therein under the applicable laws of all jurisdictions and all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any past, present or future infringement or other violation of the Marks prior to, on, or after the date of this Assignment, together with the right to prosecute such claims, demands, and rights of action in Assignee's own name, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Further Assurances. Assignor agrees that at any time and from time to time after the date hereof, at the reasonable request of Assignee and without further consideration, Assignor shall execute and deliver such other instruments and take such action as Assignee may reasonably request to transfer, convey and assign to Assignee, and to confirm Assignee's right, title and interest in and to the Marks and to assist Assignee in exercising all rights with respect thereto.

4. No Conflicts. Assignor hereby covenants and agrees that it has the full right to convey its entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

5. Miscellaneous. This Assignment may only be amended by written agreement of the parties. This Assignment may be executed and delivered by facsimile or portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith. The governing law of this Assignment shall be that of the State of Delaware without regard to its conflicts of law principles.

[signature page follows]

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

FORESIGHT PRODUCTS, LLC

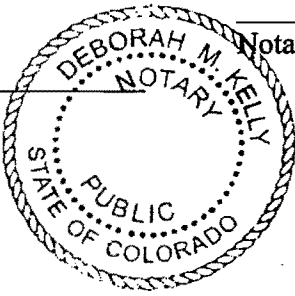
By: David R. Chandler  
Name: David R. Chandler  
Title: Manager and President/CEO

STATE OF COLORADO )  
 )  
COUNTY OF )

On this 25th day of April, 2012 before me, a Notary Public, personally appeared David R. Chandler to me known and known to me to be the person of that name, who, being duly sworn, did state and acknowledge on his oath that he is the Manager of Foresight Products, LLC who signed the foregoing instrument and acknowledged the same to be his/her free act and deed.

2/24/2015  
My Commission Expires

Deborah M. Kelly  
Notary Public



[Signature page to Trademark Assignment]

Acknowledged and Agreed:

MACLEAN POWER, L.L.C.

By: 

Name: Thomas P. Smith

Title: President & CEO

[Signature page to Trademark Assignment Agreement]

**TRADEMARK**  
**REEL: 004805 FRAME: 0843**

**SCHEDULE A**

(see attached)

FORESIGHT PRODUCTS, LLC TRADEMARKS  
(as of 4-25-2012)

TrademarkName	CountryName	AppNumber	FileDate	RegNumber	RegDate	NextRenewalD	Class	TrademarkStatus	Matterno	Current Owner Name
DUCKBILL (Block letters)	Australia	394,995	02-Aug-1983	A394995	02-Aug-1983	02-Aug-2014	6	Registered	FT83,1479-AU/	Foresight Industries, Inc.
DUCKBILL (Block letters)	Austria	AM 1006/84	28-Mar-1984	106,833	03-Sep-1984	30-Sep-2014	6	Registered	FT83,1479-AT/	Foresight Industries, Inc.
DUCKBILL (Block letters)	Benelux	664,846	30-Mar-1984	400,561	07-Jan-1985	30-Mar-2014	6	Registered	FT83,1479-BX/	Foresight Industries, Inc.
DUCKBILL (Block letters)	Brazil	828668965	23-Aug-2006	828668965	09-Mar-2010	09-Mar-2020	06 Int.	Registered	FOT06186/	Foresight Products, LLC
DUCKBILL (Block letters)	Canada	590010	18-Aug-1987	344,029	19-Aug-1988	19-Aug-2018		Registered	FT83,1479-CA/	Foresight Products, LLC
DUCKBILL (Block letters)	China (People's Republic)	4487084	28-Jan-2005	4487084	21-Oct-2007	20-Oct-2017	06 Int.	Registered	FOT01204-CN/	Foresight Products, LLC
DUCKBILL (Block letters)	Denmark	1816/1984	29-Mar-1984	549/1985	01-Feb-1985	01-Feb-2015	6	Registered	FT83,1479-DK/	Foresight Products, LLC
DUCKBILL (Block letters)	European Community	008647356	28-Oct-2009	008647356	13-Jul-2010	28-Oct-2019		Registered	FOT09244-EM/	Foresight Products, LLC
DUCKBILL (Block letters)	Finland	842094	27-Mar-1984	94,922	05-Feb-1986	05-Feb-2016	6	Registered	FT83,1479-FI/	Foresight Products, LLC
DUCKBILL (Block letters)	France	699,173	10-Apr-1984	1,268,200	21-Sep-1984	09-Apr-2014	6	Registered	FT83,1479-FR/	Foresight Industries, Inc.
DUCKBILL (Block letters)	Germany	F 32 618/6 WZ	27-Mar-1984	1,072,865	23-Jan-1985	27-Mar-2014	6	Registered	FT83,1479-DE/	Foresight Products, LLC
DUCKBILL (Block letters)	Iceland	T 213/1984	26-Apr-1984	328/1984	15-Sep-1984	15-Sep-2014	6	Registered	FT83,1479-IS/	Foresight Industries, Inc.
DUCKBILL (Block letters)	Italy	19021 C/84	09-Apr-1984	1079884 (formerly 695878)	26-May-1986	09-Apr-2014	6	Registered	FT83,1479-IT/	Foresight Industries, Inc.
DUCKBILL (Block letters)	Mexico	1044126	28-Oct-2009	1158473	18-May-2010	28-Oct-2019	06 Int.	Registered	FOT09244-MX/	Foresight Products, LLC
DUCKBILL (Block letters)	New Zealand	148,217	01-Aug-1983	148,217	27-May-1987	01-Aug-2014	6	Registered	FT83,1479-NZ/	Foresight Products, LLC
DUCKBILL (Block letters)	Norway	84.1103	28-Mar-1984	120,751	25-Apr-1985	25-Apr-2015	6	Registered	FT83,1479-NO/	Foresight Industries, Inc.
DUCKBILL (Block letters)	South Africa	942939	21-Mar-1994	942939	07-Aug-1997	21-Mar-2014	6	Registered	FT83,1479-ZA/	Foresight Products, LLC
DUCKBILL (Block letters)	Spain	1,065,997	05-Apr-1984	1,065,997	05-Dec-1984	05-Apr-2014	6, 06 Int.	Registered	FT83,1479-ES/	Foresight Products, LLC
DUCKBILL (Block letters)	Sweden	84-2542	28-Mar-1984	199,291	10-Jan-1986	10-Jan-2016	6	Registered	FT83,1479-SE/	Foresight Products, LLC
DUCKBILL (Block letters)	United Arab Emirates	135473	04-Nov-2009	135473	20-Apr-2011	04-Nov-2019	06	Registered	FOT09244-AE/	Foresight Products, LLC
DUCKBILL (Block letters)	United Kingdom	1,189,263	25-Jan-1983	1,189,263	25-Jan-1983	25-Jan-2014	6	Registered	FT83,1479-GB/	Foresight Products, Inc.
DUCKBILL (Block letters)	United States of America	73/115,570	14-Feb-1977	1,076,808	08-Nov-1977	08-Nov-2017	6	Registered	T76,1920/	Foresight Products, LLC
DUCKBILL Design	United States of America	78/154248	14-Aug-2002	2,797,555	23-Dec-2003	23-Dec-2013	06 Int.	Registered	FOT02603/	Foresight Products, LLC



F & Design	United States of America	73/397,571	30-Sep-1982	1,274,767	24-Apr-1984	24-Apr-2014	6	Registered	T82,0495/	Foresight Products, LLC
FORESIGHT	China (People's Republic)	2001155019	23-Aug-2001	1914742	28-Nov-2002	28-Nov-2012	006	Registered	FOT01221/	Foresight Products, LLC
FORESIGHT	United States of America	73/397,573	30-Sep-1982	1,291,813	28-Aug-1984	28-Aug-2014	6	Registered	T82,0496/	Foresight Products, LLC
FORESIGHT (Design)	China (People's Republic)	2001155019	23-Aug-2001	1914745	28-Nov-2002	28-Nov-2012		Registered	FOT01211/	Foresight Products, LLC
MANTA RAY (Block Letters)	Australia	824517	21-Feb-2000	824,517	21-Feb-2000	21-Feb-2020	6	Registered	FT87,0623-AU/	Foresight Products, LLC
MANTA RAY (Block Letters)	Brazil	823594602	18-Jul-2001	82359602	13-Mar-2007	13-Mar-2017	6	Registered	FT87,0623-BR/	Foresight Products, LLC
MANTA RAY (Block Letters)	Canada	721.87	08-Apr-1987	348,476	02-Dec-1988	02-Dec-2018		Registered	FT87,0623-CA/	Foresight Products, LLC
MANTA RAY (Block Letters)	China (People's Republic)	2001152309	20-Aug-2001	1914425	28-Nov-2002	28-Nov-2012	6	Registered	FOT01230-CN/	Foresight Products, LLC
MANTA RAY (Block Letters)	China (People's Republic)	93032393	04-May-1993	706974	21-Sep-1994	20-Sep-2014	6	Registered	FT87,0623-CN/	Foresight Products, Inc.
MANTA RAY (Block Letters)	El Salvador	15251/2001		171/176	15-Aug-2003	15-Aug-2013	6, 06 Int.	Registered	FOT01230-SV/	Foresight Products, LLC
MANTA RAY (Block Letters)	European Community	000828863	19-May-1998	000828863	26-May-1999	19-May-2018	6, 06 Int.	Registered	FT87,0623-EM/	Foresight Products, LLC
MANTA RAY (Block Letters)	France	93 477 217	21-Jul-1993	93 477 217	31-Dec-1993	20-Jul-2013	6	Registered	FT87,0623-FR/	Foresight Industries, Inc.
MANTA RAY (Block Letters)	Germany	F 42 700/6 WZ.	15-Jul-1993	2,072,528	25-Jul-1994	15-Jul-2013	6	Registered	FT87,0623-DE/	Foresight Products, LLC
MANTA RAY (Block Letters)	India	1265713	09-Feb-2004	1265713	09-Feb-2004	09-Feb-2014	6, 06 Int.	Registered	FT87,0623-IN/	Foresight Products, LLC
MANTA RAY (Block Letters)	Italy	MI93C 005325	20-Jul-1993	1040937 (formerly 675118)	12-Apr-1996	20-Jul-2013	6	Registered	FT87,0623-IT/	Foresight Industries, Inc.
MANTA RAY (Block Letters)	Malaysia	98/06678	02-Jun-1998	98006678	20-Feb-2003	02-Jun-2018	6	Registered	FT87,0623-MY/	Foresight Products, LLC
MANTA RAY (Block Letters)	Mexico	380968	29-Jun-1999	631960	29-Oct-1999	29-Jun-2019	6	Registered	FT87,0623-MX/	Foresight Products, LLC
MANTA RAY (Block Letters)	New Zealand	639761	15-Jun-2000	639761	17-Dec-2001	15-Jun-2017	6	Registered	FT87,0623-NZ/	Foresight Products, LLC
MANTA RAY (Block Letters)	Philippines	41998003878	27-May-1998	4-1998-003878	01-Oct-2005	01-Oct-2015	6, 06 Int.	Registered	FT87,0623-PH/	Foresight Products, LLC
MANTA RAY (Block Letters)	South Africa	94/2940	21-Mar-1994	94/2940	07-Jun-1996	21-Mar-2014	6	Registered	FT87,0623-ZA/	Foresight Products, LLC
MANTA RAY (Block Letters)	Spain	1774172	26-Jul-1993	1774172	05-Mar-1996	26-Jul-2013	6	Registered	FT87,0623-ES/	Foresight Products, LLC
MANTA RAY (Block Letters)	Sweden	94-03274	24-Mar-1994	263358	30-Dec-1994	30-Dec-2014	6	Registered	FT87,0623-SE/	Foresight Products, Inc.
MANTA RAY (Block Letters)	United Arab Emirates	135474	04-Nov-2009					Published	FOT09245-AE/	Foresight Products, LLC
MANTA RAY (Block Letters)	United Kingdom	1564875	09-Mar-1994	1564875	10-Mar-1995	09-Mar-2021	6	Registered	FT87,0623-GB/	Foresight Industries Inc. t/a Foresight Products, Inc.

MANTA RAY (Block Letters)	United States of America	73/653,939	08-Apr-1987	1,465,144	17-Nov-1987	17-Nov-2017	6	Registered	T87,0623/	Foresight Products, LLC
MANTA RAY (Design)	United States of America	77/858435	27-Dec-2009	3,799,438	08-Jun-2010	08-Jun-2020	06	Registered	FOT09246/	Foresight Products, LLC
STINGRAY	Brazil	823775453	13-Aug-2001	823775453	20-Mar-2007	20-Mar-2017	006, 06 Int.	Registered	FT97,1058/	Foresight Products, LLC
STINGRAY	European Community	583 393	29-Jul-1997	000583393	12-Jan-1999	29-Jul-2017	6, 06 Int.	Registered	FT97,1058-EU/	Foresight Products, LLC
STINGRAY	Mexico	380967	29-Jun-1999	631959	02-Oct-1999	29-Jun-2019	6	Registered	FT97,1058-MX/	Foresight Products, LLC
STINGRAY	South Africa	2001/12379	18-Jul-2001	2001/12379	31-Mar-2006	18-Jul-2021	6, 06 Int.	Registered	FT97,1058-ZA/	Foresight Products, LLC
STINGRAY	United States of America	75/329,639	24-Jul-1997	2,369,049	18-Jul-2000	18-Jul-2020	6, 06 Int.	Registered	T97,1058/	Foresight Products, LLC
STINGRAY (Design)	United States of America	77/858371	27-Oct-2009	3,799,437	08-Jun-2010	08-Jun-2020	06 Int.	Registered	FOT09247/	Foresight Products, LLC