

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Vindrauga Corporation, a California Corporation		03/01/2013	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	Robert G. Kreuzler
Street Address:	1925 North Flagler Dr.
City:	West Palm Beach
State/Country:	FLORIDA
Postal Code:	33407
Entity Type:	INDIVIDUAL: UNITED STATES

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	4195679	NEPTUNIC
Registration Number:	4195678	
Registration Number:	4094109	NEPTECH
Serial Number:	77812138	HYDROSHIELD

**CORRESPONDENCE DATA**

Fax Number: 6196854004  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 619.685.4000  
 Email: DKirby@kirbymac.com  
 Correspondent Name: Kirby & McGuinn, A P.C.  
 Address Line 1: 707 Broadway, Suite 1750  
 Address Line 2: Dean T. Kirby, Jr.  
 Address Line 4: San Diego, CALIFORNIA 92101

ATTORNEY DOCKET NUMBER:	VIN001-4
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OP \$115.00 4195679

NAME OF SUBMITTER:	Dean T. Kirby, Jr.
Signature:	/s/
Date:	03/14/2013

**Total Attachments: 31**

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SECURED PARTY BILL OF SALE

March 1, 2013

For good and sufficient consideration, the receipt of which is hereby acknowledged, and as a disposition of collateral at public sale pursuant to the section 9610 of the California Commercial Code, the undersigned Secured Party does hereby grant, sell, assign, transfer and convey unto the undersigned Buyer, its successors and assigns all right, title and interest of Neptunic Technologies, Inc. (the "Debtor") in the Collateral described in Exhibit A to this Bill of Sale, subject to all of the terms and conditions stated herein.

Secured Party shall not be responsible for, and shall have no duties with respect to: (i) verifying that all items of Collateral are actually located on the business premises of the Debtor; or (ii) delivering physical possession of the Collateral to Buyer after Closing. Buyer is purchasing the Collateral "As Is" and "With All Faults" and "Wherever Located." In particular and without implied limitation, all tangible collateral is currently in the possession of the Debtor, which may not comply with any demand to deliver the Collateral to Secured Party or anyone acquiring it from Secured Party.

Secured Party makes no representation or warranty, express or implied, as to any matter whatsoever, including, but not limited to: (i) title to the Collateral including the validity and priority of liens; (ii) the condition, design, or quality of the Collateral; (iii) the fitness of the Collateral for use or for a particular purpose; (iv) the merchantability of the Collateral; (v) compliance of the Collateral or its use with the requirements of any laws, rules, specifications or contracts pertaining thereto; (vi) patent infringement; (vii) latent defects; (viii); the financial history, performance or business records of Debtor; or (ix) any other representation or warranty of any kind, express or implied. In particular, and without implied limitation, Buyer is advised that title may not pass under this Bill of Sale to Commercial Tort Claims or Deposit Accounts, as defined in the California Commercial Code.

Buyer is relying on its own investigation and analysis in entering into this transaction and in accepting title to the Collateral, and has had the opportunity to consult with an attorney prior to bidding. Without admitting liability thereon, Buyer assumes all risk of claims, loss, damage or expenses of lienholders, taxing authorities, customers, or creditors of the Debtor, should any claims be made against Buyer or against the Collateral. Secured Party shall have no liability to Buyer or to any party (including lessees or purchasers of all or any of the Collateral) for any claims, loss, damages or expense of any kind or nature, whether special, consequential, economic or otherwise, caused or alleged to be caused directly, indirectly, incidentally, or consequentially by the Collateral or any part thereof, by defect or deficiency in the Collateral, whether arising in strict liability negligence or otherwise, or for any loss of business or damage whatsoever and howsoever caused, or arising out of this sale or relating to the Collateral.

IN WITNESS WHEREOF Secured Party has executed this Bill of Sale as of the date first above written.


"SECURED PARTY"

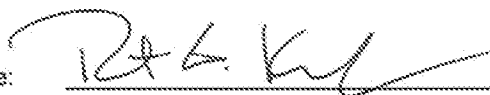
VINDRAUGA CORPORATION

By:   
Jim Wade, Vice President

The Collateral is accepted subject to the terms and conditions stated above.

"BUYER"

Name: ROBERT G. KREUSLER  
Address: 1925 North Flagler Avenue   
West Palm Beach, FL ~~33407~~ 33407

Signature: 

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

**A. NAME & PHONE OF CONTACT AT FILER (optional)**  
 Phone: (619) 685-3177 Fax: (619) 702-6857

**B. SEND ACKNOWLEDGEMENT TO:** (Name and Address)

Seltzer Caplan McMahon Vitek  
 750 B Street, Suite 2100  
 San Diego, California 92101  
 Attn: Joseph P. Martinez, Esq.  
 Facsimile: (619) 702-6857

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME** - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME  
**NEPTUNIC TECHNOLOGIES, INC., a California corporation**

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
 2308 Kettner Boulevard, Suite D San Diego CA 92101 USA

ADD'L INFO RE ORGANIZATION DEBTOR 1a. TYPE OF ORGANIZATION 1b. JURISDICTION OF ORGANIZATION 1c. ORGANIZATIONAL ID#, if any  
 Corporation California  NONE

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME** - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

ADD'L INFO RE ORGANIZATION DEBTOR 2a. TYPE OF ORGANIZATION 2b. JURISDICTION OF ORGANIZATION 2c. ORGANIZATIONAL ID#, if any  
 NONE

**3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P)** - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME  
**VINDRAUGA CORPORATION, a California corporation**

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
 1555 Hotel Circle South, Suite 310 San Diego CA 92108 USA

**4. This FINANCING STATEMENT covers the following collateral:**  
 See Attachment "A"

5. ALTERNATIVE DESIGNATION (if applicable):  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  SALES/BAILOR  SELLER/BUYER  AG. LIEN  NON-UCC FILING

6.  This FINANCING STATEMENT is to be filed (for record) (for recording) in the REAL ESTATE RECORDS. Attach Acknowledgment (if applicable) [ADDITIONAL FEE]  optional

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s)  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Debtor: NEPTUNIC TECHNOLOGIES, INC., a California corporation

Secured Party: VINDRAUGA CORPORATION, a California corporation

#### ATTACHMENT "A" TO UCC FINANCING STATEMENT

This Financing Statement encumbers Debtor's current and future, right, title and interest in and to:

(a) Trademark Collateral. (i) All common law, state, federal and internationally registered trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, product names, slogans, trade styles, trade dress, color marks and designs, logos, domain names, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired in any way relating to the business of Debtor ("Business") or otherwise, together with and including all licenses therefor held by Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, and all extensions and renewals thereof, including, without limitation any of the foregoing identified on Schedule "A" hereto (as the same may be amended, modified or supplemented from time to time), together with the goodwill of the Business symbolized by or associated with all of the foregoing (collectively, the "Trademarks"); (ii) all modifications, variations, derivative marks and names based upon the Trademarks used in Debtor's Business now or in the future, and the goodwill of the Business associated with such names and marks or other Trademarks; (iii) all income, royalties and payments now or hereafter due and/or payable under and with respect to the Trademarks, including license fees and royalties under license and other agreements; (iv) all claims, causes of action, damages and recoveries for past, present and future infringements or unauthorized use of any of the Trademarks and all rights arising therefrom and pertaining thereto; (v) all rights corresponding to the Trademarks throughout the world; (vi) all general intangibles (as defined in the UCC) and all intangible intellectual property or other similar property of Debtor of any kind or nature, whether now owned or hereafter acquired or used, associated with or arising out of any of the Trademarks (including without limitation all license, distributorship and/or franchise agreements and rights under any "Existing Interests" as defined in that certain Intellectual Property Security Agreement dated April 7, 2012 between Debtor and Secured Party) not otherwise described herein and all of the goodwill of Debtor's Business symbolized by the Trademarks or associated therewith; (vii) any jointly held rights in any of the foregoing, whether by contract or otherwise; and (viii) all Proceeds (as defined in the Intellectual Property Security Agreement) and products of any and all of the foregoing (all of the foregoing, collectively, the "Trademark Collateral").

(b) Trade Secret Collateral. (i) All trade secrets, confidential information, know-how and other intellectual property used in the Business of Debtor now or in the future and all renewals, modifications, derivatives and improvements relating thereto (collectively, the "Trade Secrets"); (ii) all income, royalties and payments now or hereafter due and/or payable under and with respect to the Trade Secrets, including license fees and royalties under license and other agreements; (iii) all claims, causes of action, damages and recoveries for past, present and future infringements or unauthorized use of any of the Trade Secrets and all rights arising therefrom and pertaining thereto; (iv) all rights corresponding to the Trade Secrets throughout the world; (v) all general intangibles (as defined in the UCC) and all intangible intellectual property or other

Debtor: NEPTUNIC TECHNOLOGIES, INC., a California corporation

Secured Party: VINDRAUGA CORPORATION, a California corporation

similar property of Debtor of any kind or nature, whether now owned or hereafter acquired or developed, associated with or arising out of the Trade Secrets (including without limitation all license, distributorship and/or franchise agreements and rights under any Existing Interests) and not otherwise described herein; (vi) any jointly held rights in any of the foregoing, whether by contract or otherwise; and (vii) all Proceeds and products of any and all of the foregoing (all of the foregoing, collectively, the "Trade Secret Collateral").

(c) Copyright Collateral. (i) All published and unpublished works of authorship that Debtor owns or uses in its Business or will in the future adopt and so use (including all advertising and promotional materials, franchise agreements and franchise operation manuals) all original and derivative works of authorship and works protectable by copyright that are presently or in the future may be, owned, created, authored, acquired or used (pursuant to a license or otherwise) by Debtor or by its employees, independent contractors, third parties or acquired by Debtor, all of Debtor's proprietary object code, source code, source data files and documentation in any way related to the Business and any modifications and derivative works related thereto, all copyright registrations and applications for copyright registration that previously have been or may hereafter be issued thereon or applied for in the U.S. or anywhere in the world, all registrations resulting from such copyright applications, and all renewals, modifications, extensions, derivative works and collective works thereof or related to any of the foregoing, throughout the world, together with all copyright licenses held by Debtor, and all common law rights, copyrights, rights of authorship and moral rights related to any of the foregoing, including without limitation, any of the foregoing identified on Schedule "A" hereto (as the same may be amended, modified or supplemented from time to time) (collectively, the "Copyrights"); (ii) all income, royalties and payments now or hereafter due and/or payable under and with respect to the foregoing, including license fees and royalties under license and other agreements; (iii) all claims, causes of action, damages and recoveries for past, present and future infringements or unauthorized use of any of the Copyrights and all rights arising therefrom and pertaining thereto; (iv) all rights corresponding to the Copyrights throughout the world; (v) all general intangibles (as defined in the UCC) and all intangible intellectual property or other similar property of Debtor of any kind or nature, whether now owned or hereafter acquired or developed, associated with or arising out of any of the Copyrights (including without limitation all license, distributorship and/or franchise agreements and rights under any Existing Interests) and not otherwise described herein; (vi) any jointly held rights in any of the foregoing, whether by contract or otherwise; and (vii) all Proceeds and products of any and all of the foregoing (all of the foregoing, collectively, the "Copyright Collateral").

(d) Patent Collateral. (i) All patents and patent applications (including, without limitation, the inventions, devices, specifications and improvements described and claims therein) filed in the U.S. or in any other country, owned, held or used by Debtor in whole or in part, and all patent and invention disclosures related thereto, together with all reissuances, divisions, continuations, continuations-in-part, renewals, extensions, re-examinations, supplementary protection certificates, modifications, derivatives and improvements thereof and the inventions disclosed therein, and all new or separate patents that may be issued in connection with the foregoing, and all other inventions (whether patentable or unpatentable, whether or not reduced

Debtor: NEPTUNIC TECHNOLOGIES, INC., a California corporation

Secured Party: VINDRAUGA CORPORATION, a California corporation

to practice or developed alone or jointly with others), and together with and including all patent licenses held by Debtor, and all other rights, including the right to make, use, license, sell, exploit and otherwise transfer the inventions disclosed therein, including without limitation, any of the foregoing identified on Schedule "A" hereto (as the same may be amended, modified or supplemented from time to time) (collectively the "Patents"); (ii) all income, royalties and payments now or hereafter due and/or payable under and with respect to the Patents, including license fees and royalties under license and other agreements; (iii) all claims, causes of action, damages and recoveries for past, present and future infringements thereof or unauthorized use of any of the Patents and all rights arising therefrom and pertaining thereto; (iv) all rights corresponding to the Patents throughout the world; (v) all general intangibles (as defined in the UCC) and all intangible intellectual property or other similar property of Debtor of any kind or nature, whether now owned or hereafter acquired or developed, associated with or arising out of any of the Patents (including without limitation all license, distributorship and/or franchise agreements and rights under any Existing Interests) and not otherwise described herein; (vi) any jointly held rights in any of the foregoing, whether by contract or otherwise; and (vii) all products and Proceeds of any and all of the foregoing (all of the foregoing, collectively, the "Patent Collateral").

Debtor: NEPTUNIC TECHNOLOGIES, INC., a California corporation

Secured Party: VINDRAUGA CORPORATION, a California corporation

SCHEDULE A TO ATTACHMENT "A" TO UCC FINANCING STATEMENT

Without limiting the generality of the foregoing, this Financing Statement encumbers Debtor's current and future, right, title and interest in and to the following trademarks and patents to the fullest extent permitted under applicable law:

Docket #	Title Of Mark	Serial / Reg #(s)
<b>U.S. PATENTS (REGISTERED):</b>		
<b>U.S. PATENTS (PENDING ACTION):</b>		
21SV-153000	WEARABLE BODY ARMOR	12714121
21SV-153385	BOUYANT IMPACT-RESISTANT SUIT	12714091
21SV-153001	PROTECTIVE GARMENTS AND ACCESSORIES	12778983
2191.4	MULTIFUNCTIONAL PROTECTIVE FABRIC	12976512
<b>U.S. PATENTS (EXPIRED):</b>		
<b>U.S. PATENTS (ABANDONED):</b>		
<b>INTERNATIONAL PATENTS:</b>		



Debtor: NEPTUNIC TECHNOLOGIES, INC., a California corporation

Secured Party: VINDRAUGA CORPORATION, a California corporation

Docket #	Title Of Mark	Serial / Reg #(s)
<b>U.S. TRADEMARKS (REGISTERED):</b>		
21SV	NEPTUNIC	85327884
21SV	NEPTUNIC LOGO	85327881
21SV	NEPTECH	77812150
21SV	HYDROSHIELD	77812138
<b>U.S. TRADEMARKS (PENDING ACTION):</b>		
<b>U.S. TRADEMARKS (ABANDONED):</b>		

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

**A. NAME & PHONE OF CONTACT AT FILER** [optional]  
Phone: (619) 685-3177 Fax: (619) 702-6857

**B. SEND ACKNOWLEDGEMENT TO:** (Name and Address)

Seltzer Caplan McMahon Vitek  
750 B Street, Suite 2100  
San Diego, California 92101  
Attn: Joseph P. Martinez, Esq.  
Facsimile: (619) 702-6857

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME** - insert only ggg debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME  
NEPTUNIC TECHNOLOGIES, INC., a California corporation

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS  
2308 Kettner Boulevard, Suite D San Diego CA 92101 USA

ADDL INFO RE ORGANIZATION DEBTOR 1a. TYPE OF ORGANIZATION Corporation 1b. JURISDICTION OF ORGANIZATION California 1c. ORGANIZATIONAL ID#, if any  NONE

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME** - insert only ggg debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

ADDL INFO RE ORGANIZATION DEBTOR 2a. TYPE OF ORGANIZATION 2b. JURISDICTION OF ORGANIZATION 2c. ORGANIZATIONAL ID#, if any  NONE

**3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P)** - insert only ggg secured party name (3a or 3b)

3a. ORGANIZATION'S NAME  
VINDRAUGA CORPORATION, a California corporation

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS  
1565 Hotel Circle South, Suite 310 San Diego CA 92108 USA

4. This FINANCING STATEMENT covers the following collateral:

See Attachment "A"

5. ALTERNATIVE DESIGNATION (if applicable)  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAJOR  SELLER/BUYER  AG LIEN  NON-UCC FILING

6.  This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [All Debtors]  Debtor 1  Debtor 2 [optional]

8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) - CALIFORNIA (REV. 01/01/08)

Exhibit A Page 7 of 9

TRADEMARK  
REEL: 004983 FRAME: 0355

Debtor: NEPTUNIC TECHNOLOGIES, INC., a California corporation

Secured Party: VINDRAUGA CORPORATION, a California corporation

ATTACHMENT "A" TO UCC FINANCING STATEMENT

This Financing Statement encumbers Debtor's current and future, right, title and interest in and to:

All of Debtor's personal and fixture property, and interests therein, of every kind and nature, whether now owned or hereafter acquired or arising, and wherever located, including all of the following properties, assets and rights of Debtor:

- (a) all Accounts;
- (b) all Chattel Paper;
- (c) all Commercial Tort Claims;
- (d) all Deposit Accounts;
- (e) all Documents;
- (f) all Equipment;
- (g) all Fixtures;
- (h) all General Intangibles;
- (i) all Goods;
- (j) all Instruments;
- (k) all Investment Property;
- (l) all Inventory;
- (m) all Letter-of-Credit Rights;
- (n) all Supporting Obligations;
- (o) all of Debtor's other personal property and rights of every kind and description and interests therein;
- (p) all property delivered to Secured Party by Debtor or other of Debtor's property that shall otherwise be in Secured Party's possession or control in any manner or for any purpose;

Debtor: NEPTUNIC TECHNOLOGIES, INC., a California corporation

Secured Party: VINDRAUGA CORPORATION, a California corporation

(q) all books, records, writings, data bases, information and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to, any of the foregoing; and

(r) all Proceeds, products, substitutes and replacements of such property; all additions, attachments and Accessions to any of the foregoing; and all property which Debtor may receive on account of and from any and all of the foregoing.

For avoidance of doubt it is expressly understood and agreed that the Collateral is intended to consist of all personal and fixture property of Debtor, and to the extent the UCC is revised subsequent to the date hereof such that the definition of any of the foregoing terms included in the description of Collateral is changed, the parties agree that any property which is included in such changed definitions which would not otherwise be included in the foregoing grant on the date hereof be included in such grant immediately upon the effective date of such revision, it being the intention of the parties hereto that the description of Collateral set forth herein be construed to include the broadest possible range of property and assets and all tangible and intangible personal property and fixtures of Debtor of every kind and description.