

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	02/10/2012		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Base Velocity, LLC		02/10/2012
			Entity Type
			CORPORATION:
RECEIVING PARTY DATA			
Name:	Weather Decision Technologies, Inc.		
Street Address:	201 David L. Boren Blvd		
Internal Address:	Suite 270		
City:	Norman		
State/Country:	OKLAHOMA		
Postal Code:	73072		
Entity Type:	CORPORATION: OKLAHOMA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Serial Number:	85273023	RADARSCOPE
CORRESPONDENCE DATA			
Fax Number:	(405)579-7780		
Phone:	405-579-7675 x221		
Email:	jjj@wdtinc.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	James Johnson		
Address Line 1:	201 David L. Boren Blvd		
Address Line 2:	Suite 270		
Address Line 4:	Norman, OKLAHOMA 73072		
NAME OF SUBMITTER:	James Johnson		
Signature:	/James T. Johnson/		

OP \$40.00 85273023

TRADEMARK

Date:

02/14/2012

Total Attachments: 2

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BILL OF SALE, ASSIGNMENT AND CONVEYANCE

Pursuant to that certain Asset Purchase Agreement (the "Agreement"), dated as of February 16, 2012, by and between Weather Decision Technologies, Inc., an Oklahoma corporation ("Buyer"), and Base Velocity, LLC, an Oklahoma limited liability company (the "Seller"), Seller has agreed to convey to Buyer all of the Assets (as defined in the Agreement), all on the terms and subject to the conditions set forth in the Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Seller does hereby give, grant, bargain, sell, assign, transfer and confirm unto Buyer, its successors and assigns, all right, title and interest of Seller in and to the assets and properties, both tangible and intangible, comprising the Assets (as defined in the Agreement), including, but not limited to, those Assets set forth in Annex "A" hereto.

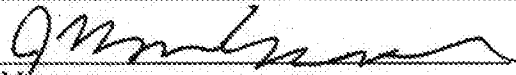
TO HAVE AND TO HOLD, the Assets hereby transferred, or intended so to be, unto Buyer, its successors and assigns, to and for its own use and benefit, forever. Seller hereby represents and warrants to Buyer that Seller has and hereby conveys to Buyer good and marketable title to the assets transferred hereunder, free and clear of any and all liens, charges, encumbrances, claims, restrictions or equities.

To the extent that any contract, permit, approval, commitment, lease, license, or other agreement comprising a part of the Assets is not assignable without the consent of the other party thereto or any third party (whether governmental or nongovernmental), this Bill of Sale shall not constitute an assignment or transfer, or attempted assignment or transfer thereof if such would constitute a breach thereof or a violation of any law, regulation, order, judgment or other governmental decree. If any consent cannot be obtained, Seller shall cooperate with Buyer in any reasonable arrangement satisfactory to Buyer designed to provide Buyer the benefit of any such contract, permit, approval, commitment, lease, license or other agreement not so assigned.

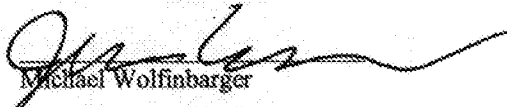
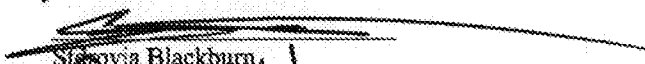
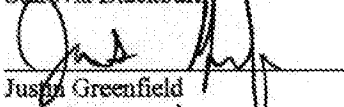
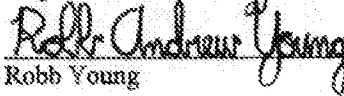
Seller covenants, from time to time on or after the date hereof, without further consideration and upon request of Buyer, to execute and deliver to buyer such further instruments and take such other action as Buyer may reasonably request in order to more effectively to assign, transfer, and convey the Assets to Buyer. This instrument shall be binding upon and inure to the benefit of Buyer and Seller and their respective successors and assigns.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed this 16th day of February, 2012.

SELLER: Base Velocity, LLC


By: 
Manager
J. Michael Wolfinbarger
Name of Manager (Print)

PRINCIPALS:


Michael Wolfinbarger

Stacia Blackburn

Justin Greenfield

Robb Andrew Young
Robb Young

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as the date first written above.

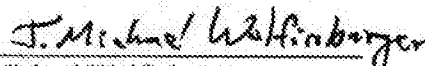
BUYER
Weather Decision Technologies, Inc.

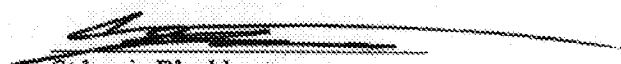
By: 
Michael D. Eilts, President and Chief Executive
Officer

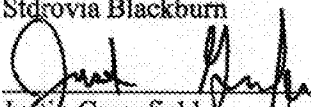
SELLER
Base Velocity, LLC

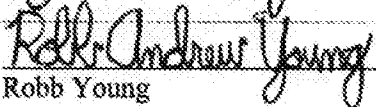
By: 
Manager

PRINCIPALS


Michael Wolfinbarger


Stdrovia Blackburn


Justin Greenfield


Robb Young

SIGNATURE PAGE TO
ASSET PURCHASE AGREEMENT