

09-30-1998

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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Michael VonWald Robert L. Dunn Additional name(s) of conveying party(ies) attached? Y N	2. Name and address of receiving party(ies): Name: <u>Earth & Ocean Sports, Inc.</u> Street Address: <u>70 Airport Road</u> City <u>Hyannis</u> State <u>MA</u> Zip Code <u>02601</u>
3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of name <input type="checkbox"/> Other Execution Date: <u>September 21, 1998</u>	

10:54:2 U.S. PTO
09/15/857
09/21/98

4. Application number(s) or patent number(s): Attorney's Docket No. <u>98-72</u> If this document is being filed together with a new application, the execution date of the application is: September 21, 1998	
A. Patent Application No.(s) <u>09/157857</u> Additional numbers attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	B. Patent No.(s)

5. Name and address of party to whom correspondence concerning documents should be mailed: Name: <u>Richard P. Crowley</u> Address: <u>P.O. Box 901</u> <u>901 Main Street</u> City: <u>Osterville</u> State: <u>MA</u> ZIP <u>02655-0901</u>	6. Total number of applications and patents involved: <u>one (1)</u> 7. Total fee (37 CFR 3.41): \$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit Account Number: <u>03-3816</u> (for fee deficiencies only)
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9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Deborah A. Ford
Name of Person Signing

Deborah A. Ford
Signature

September 21, 1998
Date

Total number of pages comprising cover sheet: 1

(U.S. and Foreign Rights)

**ASSIGNMENT FOR UNFILED APPLICATION
FOR UNITED STATES PATENT**

(Sole or Joint Inventors)

WHEREAS:

FULL NAME(S) AND
POST OFFICE ADDRESS(ES)
OF INVENTOR(S)
(including country)

Michael VonWald, a U.S. citizen residing at Post Office Box 803, Redmond, Washington 98073, United States of America; and Robert L. Dunn, a U.S. citizen residing at 11609 172nd Avenue N.E., Redmond, Washington 98052, United States of America

(hereinafter referred to as ASSIGNOR), have invented and own a certain invention entitled:

TITLE OF INVENTION

**ADJUSTABLE, HIGH WRAP WAKEBOARD BINDING,
SYSTEM AND METHOD**

for which application for Letters Patent of the United States has been filed on even date herewith,

WHEREAS:

FULL NAME AND ADDRESS
OF ASSIGNEE
(including country)

Earth & Ocean Sports, Inc., a Massachusetts corporation having its principal place of business at 70 Airport Road, Hyannis, Massachusetts 02601, United States of America

(hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE the full and exclusive right, title and interest to said invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent

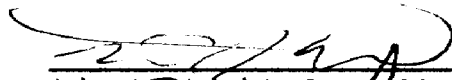
thereof in a foreign country for the full term or terms for which the same may be granted.

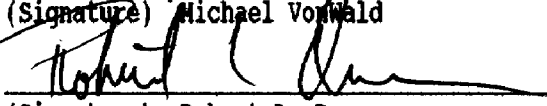
ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as maybe known and accessible to ASSIGNOR and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

Warning: DATE OF SIGNING:
This must be the same as the date of signing of the declaration and power of the patent or design application.

IN WITNESS WHEREOF, I/We have hereunto set our hands and seals this 21st day of September 1998.



(Signature) Michael VonWald


(Signature) Robert L. Dunn

(Signature)

Instruction sheet for assignment signing

All information, names of inventor(s) and assignee of invention and particulars of application should be completed.

No witnessing or legalization is necessary. However, if this assignment is legalized then it will only be prima facie evidence of the execution of the assignment.