

10-20-1998

FORM PTO-1595  
1-31-92

ET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

100855880

To the Assistant Commissioner for Patents. Please record the attached original \_\_\_\_\_ of.

1. Name of conveying party(ies):  
Clayton Forbes Haller  
Charles Prior Hall

10-1-98

Additional name(s) of conveying  
party(ies) attached?☐ Yes ☒ No

3. Nature of Conveyance:

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: June 1, 1998

2. Name and address of receiving party(ies):

Name: STEARNS, INC.

Internal Address: \_\_\_\_\_

Street Address: P.O. Box 1498

City: St. Cloud

State: MN

Zip: 56302

Additional name(s) &amp; address(es) attached?

☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: October 1, 1998

A. Patent Application No.(s)

B. Patent No.(s)

09/165038

Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom correspondence  
concerning document should be mailed:

Name: Edward S. Wright, Esq.

Internal Address: FLEHR HOHBACH TEST

ALBRITTON &amp; HERBERT LLP

Street Address: SUITE 3400

FOUR EMBARCADERO CENTER

City: SAN FRANCISCO

State: CA

Zip: 94111-4187

6. Total number of applications  
and patents involved:

1

7. Total fee (37 CFR 3.41):.....\$40.00

☒ Enclosed☐ Authorized to be charged to  
deposit account

8. Deposit account number: 06-1300

Please debit any underpayment or credit any  
overpayment to the above deposit account.

Our Order No. A-66730/ESW

DO NOT USE THIS SPACE

10/08/1998 BUCKETT 00000039 09165038

02 FC:581

40.00 OP

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.

Edward S. Wright  
Name of Person Signing

Edward S. Wright  
Signature

October 1, 1998  
Date

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office  
Assignment Branch  
North Tower Building, Suite 10C35  
Washington, D.C. 20231

Rev. 8/93

## ASSIGNMENT

WHEREAS, the undersigned, Clayton Forbes Haller and Charles Prior Hall (hereinafter termed "Inventors"), residents respectively of Martinez and Santa Rosa, Counties of Contra Costa and Sonoma, State of California, have invented certain new and useful improvements in an *INFLATABLE KAYAK* and have executed concurrently herewith an application for a United States patent disclosing and identifying the invention; and

WHEREAS, Stearns Inc. (hereinafter termed "Assignee"), a corporation of the State of Minnesota, having a place of business at St. Cloud, Minnesota, is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventors' certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their heirs, legal representatives and assigns.

4. Said Inventors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee this 30th day of September, 1998.

  
 Clayton Forbes Haller

County of Sonoma  
 State of California

} ss.

On this \_\_\_\_ day of September, in the year 1998, before me, \_\_\_\_\_, Notary Public of the State of California, personally appeared Clayton Forbes Haller, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

\_\_\_\_\_  
 Charles Prior Hall

County of Sonoma  
 State of California

} ss.

On this \_\_\_\_ day of September, in the year 1998, before me, \_\_\_\_\_, Notary Public of the State of California, personally appeared Charles Prior Hall, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

## ASSIGNMENT

WHEREAS, the undersigned, Clayton Forbes Haller and Charles Prior Hall (hereinafter termed "Inventors"), residents respectively of Martinez and Santa Rosa, Counties of Contra Costa and Sonoma, State of California, have invented certain new and useful improvements in an *INFLATABLE KAYAK* and have executed concurrently herewith an application for a United States patent disclosing and identifying the invention; and

WHEREAS, Stearns Inc. (hereinafter termed "Assignee"), a corporation of the State of Minnesota, having a place of business at St. Cloud, Minnesota, is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventors' certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE ~~in consideration of~~ received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee ~~the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.~~

2. Said Inventors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their heirs, legal representatives and assigns.

4. Said Inventors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee this 30th day of September, 1998.

\_\_\_\_\_  
Clayton Forbes Haller

County of Sonoma

State of California

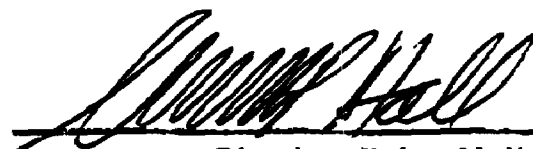
} ss.

On this \_\_\_\_ day of September, in the year 1998, before me, \_\_\_\_\_, Notary Public of the State of California, personally appeared Clayton Forbes Haller, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



Charles Prior Hall

County of Sonoma

State of California

} ss.

On this \_\_\_\_ day of September, in the year 1998, before me, \_\_\_\_\_, Notary Public of the State of California, personally appeared Charles Prior Hall, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

A-66730/ESW

- 2 -

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PATENT

RECORDED: 10/01/1998

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