

08-21-2001  
101817174  
RECORDATION

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101817174  
RECORDATION  
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Submission Type

New

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Document ID# \_\_\_\_\_

Correction of PTO Error  
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Conveyance Type

Assignment  Security Agreement

License  Change of Name

Merger  Other \_\_\_\_\_

**U.S. Government**  
(For Use ONLY by U.S. Government Agencies)

Departmental File  Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) Blake, Todd  
Execution Date: Month 07 Day 16 Year 200

Second Party

Name (line 1) \_\_\_\_\_ Execution Date: Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

Name (line 2) \_\_\_\_\_

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) AquaFly, Inc.  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2) \_\_\_\_\_

Address (line 1) 1020 Francisco Street

Address (line 2) \_\_\_\_\_

Address (line 3) San Francisco California 94109  
City State/Country Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Brian I. Marcus, Esq.

Address (line 1) Vierra Magen Marcus Harmon & DeNiro LLP

Address (line 2) 685 Market Street, Suite 540

Address (line 3) San Francisco, California 94105

Address (line 4) \_\_\_\_\_

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**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments. #

**Application Number(s) or Patent Number(s)**

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

**Patent Application Number(s)**

**Patent Number(s)**

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

**Number of Properties**

Enter the total number of properties involved. #

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:  
Deposit Account

Enclosed  Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

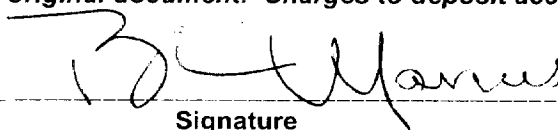
Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Brian I. Marcus



August 10, 2001

Name of Person Signing

Signature

Date

## SOLE TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned, Todd Blake, a resident of 1020 Francisco Street, San Francisco, CA 94109 (hereinafter termed "Inventor"), has invented certain new and useful improvements in:

### WATERPROOF FLY FISHING FLY TACKLE BOX

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention.

WHEREAS AquaFly, Inc. (hereinafter termed "Assignee"), a corporation of the State of California, having a place of business at 1020 Francisco Street, San Francisco, State of California, wishes to acquire 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 Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

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

1. Said Inventor does 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 in any and all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other 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; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventor hereby covenants and agrees 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 other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing 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 complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) 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, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, said Inventor's heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that said Inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed this instrument on the date of acknowledgement before the Notary Public as given below and delivered this instrument to said Assignee:

1. \_\_\_ On the \_\_\_ day of \_\_\_\_\_, 20\_\_;

Or

2. X Said application having SC/Serial Number 09/848,851 and filed on the 3rd day of May, 2001.

  
Todd Blake

State of California

County of San Francisco

On July 16, 2001 before me, Mary Janet Phelps, Notary  
(name and title of officer)

personally appeared Todd Blake, 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Mary Janet Phelps

