

FORM PTO-1595 (modified)

04-01-2002

U.S. DEPARTMENT OF COMMERCE

(Rev 6-93)

REC

HEET

Patent and Trademark Office

MAR 2 5 2002



102038079

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

Miroslav Neckar  
Thomas R. Swetish

3-25-02

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

Old Town Canoe Company  
58 Middle Street  
Old Town, Maine 04468

Additional conveying party(ies) NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

02/18/02, 03/12/02

Additional name(s) &amp; address(es) attached? NO

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

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

A. Patent Application Number(s):

09/921,648

B. Patent Number(s):

Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Scott D. Anderson  
FOLEY & LARDNER  
Firststar Center  
777 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202-5367

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

☒ Check Enclosed

Charge to deposit account

8. Deposit account number: 06-1447

DO NOT USE THIS SPACE

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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.*

Scott D. Anderson

Name of person signing

Signature

3/13/02

Date

Total number of pages including cover sheet, attachments, and document: 4

04/01/2002 TDIAZ1 00000032 09921648

01 KC:581

40.00 OP

**ASSIGNMENT AND AGREEMENT**

*WHEREAS, Miroslav Neckar* of 1100 Riverside Road, Abbotsford, British Columbia V2S 7P1 , Canada and *Thomas R. Swetish* of 464 Melvin Avenue, Racine, Wisconsin 53402; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **ADJUSTABLE FOOT BRACE SYSTEM** (Atty. Dkt. No. 013418-0296) for which an application for United States Letters Patent was filed on August 3, 2001 as Application No. 09/921,648; and

*WHEREAS, Old Town Canoe Company*, a corporation duly organized and existing under the laws of the State of Maine, and having its principal place of business at 58 Middle Street, Old Town, Maine 04468 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

*NOW THEREFORE*, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the Paris Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

*ASSIGNOR HEREBY AUTHORIZES AND REQUESTS* the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

*ASSIGNOR HEREBY AGREES* (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and



assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto. All reasonable costs associated with the Assignor's obligations under this paragraph shall be paid by Assignee.

*ASSIGNOR HEREBY REPRESENTS AND WARRANTS* that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

Notwithstanding anything herein to the contrary, it is expressly agreed that each of Messrs. Neckar and Swetish shall be severally and not jointly or jointly and severally liable in respect of each and every obligation agreed to by them as an Assignor and, similarly, will be severally and not jointly or jointly and severally liable only with respect to representations and warranties contained herein which they themselves make and which are personal to themselves.

*ASSIGNOR HEREBY GRANTS* to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

*ASSIGNOR UNDERSTANDS AND AGREES* that the attorneys and agents of the law firm of **Foley & Lardner** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

[signatures on following page]



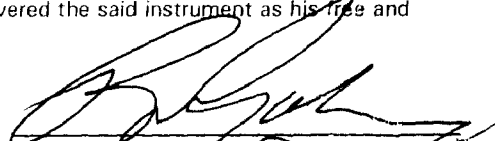
Executed this 18<sup>th</sup> day of February, 2002.



MIROSLAV NECKAR

Province of British Columbia, Canada )

On this 18<sup>th</sup> day of February, 2002, before me, a notary public in and for the Province of British Columbia, appeared MIROSLAV NECKAR, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.




Notary Public in and for the Province of British Columbia, Canada

My Commission is unlimited.

(Seal)

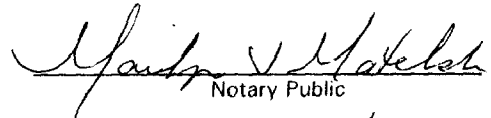
Executed this 12 day of MARCH, 2002



THOMAS R. SWETISH

State of Wisconsin )  
County of Boeue ) ss.

On this 12<sup>th</sup> day of March, 2002, before me, a notary public in and for said county, appeared THOMAS R. SWETISH, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



Notary Public

My Commission Expires: 12/15/02

(Seal)