



04-23-2002

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FORM PTO-1595 U.S. DEPARTMENT OF COMMERCE
1/31/92 Patent and Trademark Office



102064771

RECORDATION FOR
PATENTS ONLY

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

1. Name of conveying party(ies):
David H. Quimby

4-15-02

2. Name and address of receiving party(ies):
Surf Gear Associates, Inc.
250 East 6th Street, #408
St. Paul, Minnesota 55101

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

Additional name(s) & address(es)
attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Other: _____

Execution Date(s): April 1, 2002

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

If this document is being filed together with a new non-provisional application, the execution date of the application is: *

A. Patent Application No(s).
10/014,929

B. Patent No(s).
*

Additional numbers attached? Yes No

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

Customer No. 24113
Kimberly K. Baxter
Patterson, Thunte, Skaar & Christensen, P.A.
4800 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402-2100

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: 16-0631
(Attach duplicate copy of this page if
paying by deposit account)

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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.

Kimberly K. Baxter
Name of Person Signing

Kimberly K. Baxter
Signature

April 5, 2002
Date

Total number of pages comprising cover sheet: 1

04/17/2002 SFELEK1 00000126 10014929

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04 FC:581

ASSIGNMENT

WHEREAS, I, David H. Quimby, of 250 East 6th Street, #408, Saint Paul, Minnesota 55101, have invented certain new and useful improvements in a "Customizable Web Site Access System and Method Therefore", for which an application for Letters Patent of the United States has been made, said application identified in the United States Patent Office by Application No. 10/014,929, filed October 22, 2001.

WHEREAS, Virtual Coast Associates, Inc. ("Assignee"), a corporation organized and existing under the laws of the State of Minnesota, and having its principal offices at 250 East 6th Street, #408, Saint Paul, Minnesota 55101, is desirous of acquiring the entire right, title and interest in and to said invention, said application and in, to and under any and all Letters Patent to be obtained therefor;

NOW, THEREFORE, in consideration of their mutual interest in the development, manufacture, marketing, licensing, assignment, and/or sale of the "Customizable Web Site Access System and Method Therefore" and other good and valuable consideration, and in conformance with Agreements executed between the parties on August 21, 2000 and December 18, 2000 (a copy of which is attached hereto as Appendix A and Appendix B, respectively), I hereby sell, assign and transfer unto the said Assignee, its successors and assigns, the entire right, title and interest in and to said invention, said application, all applications claiming priority to said application including all divisions, continuations or renewals thereof, and the Letters Patent, both foreign and domestic, that may or shall issue therefrom, including all reissues or extensions of such patents including all rights under the International Convention, and I hereby authorize and request the Commissioner of Patents to issue said Letters Patent to the above-mentioned Assignee in accordance herewith.

I hereby authorize said Assignee, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent, in its own name if desired, in any and all foreign countries, and additionally to claim the filing date of said United States application and/or otherwise take advantage of the provisions of the International Convention.

Upon said consideration I hereby covenant and agree with the said Assignee, its successors and assigns, that I will not execute in writing or do any act whatsoever conflicting with these presents, and that I or my executors or administrators will at any time upon request, without further or additional consideration, but at the expense of the said Assignee, its successors and assigns, execute such additional writings and do such additional acts as said Assignee, its successors and assigns, may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, reissued or extended Letters Patent of the United States, or of any and all foreign

countries on said invention, and in enforcing any rights occurring as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents.

Upon the occasion of a conflict arising between the terms of the present Assignment and the Agreements, attached hereto as Appendix A and Appendix B, the terms of the Agreements shall govern.

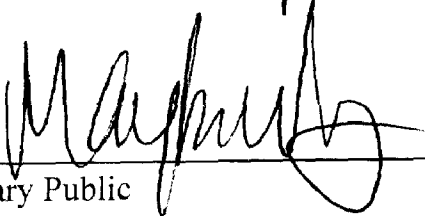
Date: 4/1/02



David H. Quimby

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal as dated below.

Subscribed to and sworn to before me this 1st day of April, 2002.



Notary Public

Notary Seal

