



1-27.1

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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):

Roy Rard 11/07/02
Chris Nelson 11/07/02
Robert McDonough 11/11/02
Robert Peerson 11/11/02

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

2. Name and address of receiving party(ies)

Name: Confluence Watersports Corp.

Internal Address: _____

Street Address: 3761 Old Glenola Road

City: Trinity State: NC Zip: 27370

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: See above dates by conveying parties

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: _____

A. Patent Application No.(s)

10/213,425

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Howard A. MacCord, Jr.

Internal Address: Post Office Box 2974

Greensboro, NC 27402

Street Address: 300 N. Greene Street

Suite 1600

City: Greensboro State: NC Zip: 27401

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:

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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.

Donna Cottelli

Name of Person Signing

Donna Cottelli

Signature

January 21, 2003

Date

01/28/2003 ECOOPER 00000122 10213425 Total number of pages including cover sheet, attachments, and documents: 6

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Washington, D.C. 20231

PATENTS ONLY

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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):

Scott Griffith 11/11/02
William Smith 11/11/02
Robert Grubb 11/11/02

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

2. Name and address of receiving party(ies)

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Internal Address: _____

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Donna Cottelli
Signature

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Total number of pages including cover sheet, attachments, and documents: 6

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Washington, D.C. 20231

ASSIGNMENT

This Assignment made by us, Roy Rard, residing at 20461 Comet Lane, City of Mt. Vernon, State of Washington, and Chris Nelson, residing at 20461 Comet Lane, City of Mt. Vernon, State of Washington, and Robert McDonough, residing at 2602 Walker Avenue, City of Greensboro, State of North Carolina, and Robert Peerson, residing at 3940 Cloverwood Meadow Lane, City of High Point, State of North Carolina, and Scott Griffith, residing at 4611 Riverview Drive, City of Trinity, State of North Carolina, and William Smith, residing at 3024 Old Mountain Road, City of Trinity, State of North Carolina, and Robert Grubb, residing at 510 Commerce Street, City of ^{Loudon} ~~London~~, State of Tennessee, all citizens of the United States of America, hereinafter referred to as assignors.

WITNESSETH: That,

WHEREAS, we are the joint inventors of certain new and useful improvements in a **CANOE GUNWALE** for which we have made an application for Letters Patent of the United States, Application Serial Number 10/213,425 filed August 6, 2002; and

WHEREAS, Confluence Holdings Corp., a corporation duly organized and existing under the laws of the State of Delaware and having a principal place of business in Archdale, of North Carolina, hereinafter referred to as assignee, is desirous of acquiring the entire right, title and interest in and to said invention as described in the specification executed by us concurrently herewith, and any and all Letters Patent which shall be granted therefor;

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, the said assignors, have sold, assigned, transferred and set over unto the said assignee, its successors and assigns, the entire right, title and interest in and to the above-mentioned application and

invention and in and to any and all Letters Patent of the United States which may hereafter be granted therefor, and in any and to any and all continuations, continuations-in-part, substitutions, divisions or reissues of said Letters Patent, the same to be held and enjoyed by the said assignee, for its interest, and for its own use and behalf, and the use and behalf of its successors and assigns, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by us had this assignment and sale not been made.

And for the consideration aforesaid, we hereby covenant and agree to and with the said assignee, its successors and assigns, that at the time of the execution and delivery of these presents we are the joint and lawful owners of the entire right, title and interest in and to the invention, application and Letters Patent above-mentioned and that the same are unencumbered, and that we have good right and lawful authority to sell and convey the same in the manner herein set forth.

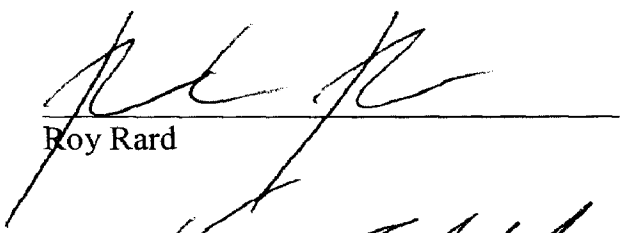
And for the consideration aforesaid, we hereby covenant and agree to and with the said assignee, its successors and assigns, that we will, whenever its counsel or the counsel of its successors and assigns, learned in the law, shall advise that an amendment, division, continuation, continuation-in-part, or substitution of, or any other proceeding in connection with said application, including interference proceedings, is lawful and desirable, sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention, or for the reissue of the same without charge to our said assignee, its successors or assigns, but at its or their expense.

We hereby request the Commissioner for Patents to issue the Letters Patent in accordance with this instrument.

For the consideration aforesaid, we have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the said assignee, its successors, assigns or nominee, the entire right, title and interest in and to any and all Letters Patent for said invention which may be granted in countries foreign to the United States and in and to any applications for Letters Patent which may be filed for said invention in countries foreign to the United States and in and to the invention described in said application; and we hereby authorize and empower the said assignee, its successors, assigns or nominees to apply for Letters Patent or other form of protection on said invention in its own name or in the name of its successor, assignee, or nominee, in any and all countries where it may desire to file such application and where said application may be filed by another than the inventor; and we hereby covenant and agree to sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for procurement of Letters Patent, or other form of protection, for said invention or inventions in countries foreign to the United States, and for further investing or confirming the right and title therein to the assignee, its successors, assignee, or nominee, without charge to our said assignee, its successor, assignee or nominee, but at its or their expense.

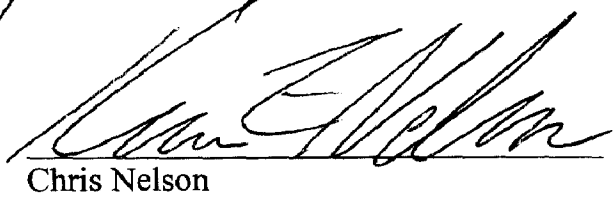
IN WITNESS WHEREOF, we have hereunto set our hands and seals on the date(s) indicated below.

Date: 11-7-02



Roy Rard

Date: 11-7-02



Chris Nelson