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Form PTO-1595

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U.S. DEPARTMENT OF
COMMERCE

U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): **Swimways Corporation**Additional name(s) of conveying party(ies) attached? ☐ Yes
☒ No3. Nature of conveyance: **OCT 22 2003**
☒ Assignment Merger☐ Security Agreement ☐ Change of Name☐ Other ()

2. Name and address of receiving party(ies)

Name: **Gray Matter Holdings, LLC**

Internal Address:

Street Address: **720 South Montford Avenue**City: **Baltimore** State: **Maryland** Zip: **21224**Additional name(s) & address(es) attached? No ☒ Yes ☐Execution Date: **May 8, 2001**

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)

10/295,906

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Cooley Godward LLP**Internal Address: **Patent Group**

Street Address:

One Freedom Square**Reston Town Center****11951 Freedom Drive**City: **Reston** State: **VA** Zip: **20190-5656**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 account8. Deposit account number: **50-1283**

The Commissioner is hereby authorized to charge any appropriate fees under 37 CFR 3.41 that may be required by this paper, and to credit any overpayment, to Deposit Account No. 50-1283. This paper is submitted in duplicate.

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.*Philip W. Marsh, Reg. No. 46,061

Name of Person Signing

Signature
October 22, 2003

Date

Total number of pages including cover sheet, attachments, and documents: **[3]**

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

Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office

P.O. Box 1450, Alexandria, VA 22313-1450

10/24/2003 6TON11 00000128 501283 10295906

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REEL: 014619 FRAME: 0847

**ASSIGNMENT OF PATENT RIGHTS
(Company to Company)**

Swimways Corp., a corporation duly organized under and pursuant to the laws of Virginia, and having its principal place of business at 5816 Ward Court, Virginia Beach, Virginia 23455 (herein referred to as "Assignor"), owns the entire right, title and interest in and to invention(s) relating to certain new and useful improvements set forth in:

Patent Application(s)

Application Serial No.: 09/772,739

File Date: January 30, 2001

Assignment Recordation Date: NA

Reel/Frame No.: NA

Title: Collapsible Flotation Device

WHEREAS, Gray Matter Holdings, LLC, a limited liability corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 720 South Montford Avenue, Baltimore, Maryland 21224 (herein referred to as "Assignee"), is desirous of acquiring the entire right, title, and interest in and to said invention(s), the right to file applications on said invention(s) and the entire right, title and interest in and to any applications, including provisional applications, for Letters Patent of the United States or other countries claiming priority to said applications, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned invention(s), the right to file applications on said invention(s) and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the Paris Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the invention(s) set forth in said Letters Patent(s) and in said applications and said Letters Patent(s) and said applications, including provisional applications, above-mentioned,

and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s) or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said invention(s) in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention(s), without charge to the Assignee, its successors, legal representatives, and assigns, but also at no cost and expense to the Assignor, its successors, legal representatives, and assigns;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee, as the Assignee of said invention(s) and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: May 8, 2001

By: David A. Arias
 Name: David A. Arias
 Title: Vice President Sales & Marketing
 Company: Swimways Corp.

COMMONWEALTH OF VIRGINIA
 CITY OF VIRGINIA BEACH, to-wit:

The preceding Assignment was acknowledged before me this 7th day of May, 2001, by

David A. Arias, Vice President of Swimways Corp., on behalf of same.

Jennifer Burns
 Notary Public

My commission expires: 3/31/03
 [SEAL]

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