

Form PTO-1595  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)

# RECORDATION FORM COVER SHEET 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):  
Maurice C. O'Rourke

2. Name and address of receiving party(ies)

Name: Modevation Enterprises Inc.

Internal Address: \_\_\_\_\_

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

Street Address: 512 Rosseau Avenue East

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

City: Winnipeg State: MB Zip: R2C 0L1

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

Execution Date: April 15, 2004

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)  
10/435,355

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: MURRAY E. THRIFT

Internal Address: Aikins Patent Company

Street Address: 30<sup>th</sup> Floor - 360 Main Street

City: Winnipeg State: MB Zip: R3C 4G1

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) . . . . . \$ 40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-3107

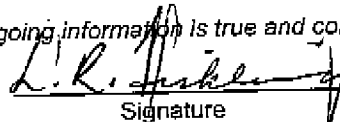
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9. Statement and signature.

*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.*

Linda R. Hickling  
Name of Person Signing

  
Signature

May 12, 2004  
Date

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

Mail documents to be recorded with required cover sheet information to:  
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Washington, D.C. 20231

CIH \$40.00 603107 10436366

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant: Maurice C. O'Rourke Our File: 163/1US (5500432)  
Application No: 10/435,355  
Filing Date: May 13, 2003  
Title: RESET SPEED CONTROL FOR WATERCRAFT

**ASSIGNMENT**

WHEREAS, I, Maurice C. O'Rourke, residing at 512 Rosseau Avenue East, Winnipeg, Manitoba, Canada, R2C 0L1, am the inventor named in the above-identified United States patent application;

AND WHEREAS, Modevation Enterprises Inc., a Manitoba corporation, having a principal address at 512 Rosseau Avenue East, Winnipeg, Manitoba, Canada, R2C 0L1 (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire right, title, and interest in and to the patent application and related inventions;


NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, I hereby assign and transfer to ASSIGNEE the entire right, title, and interest in and to the patent application and related inventions, including all improvements, variations, derivations and inventive subject matter directly or indirectly related to the patent application and inventions, and all provisional or nonprovisional patent applications or issued patents that have been or may be granted thereon, including without limitation all reissues, divisions, continuations, continuations-in-part, and extensions of the patent applications or patents, or any other form of protection for the inventions related to the patent application, in the United States, its territories, dependencies and possessions, and in all other countries; all rights of action arising from the inventions and all applications and patents on the inventions; all claims for damages by reason of past and future infringement of the inventions and all applications and patents on the inventions, and the right to sue and collect damages for such infringement; all of the foregoing assigned rights to be held and enjoyed by the ASSIGNEE for its own use and benefit and for its successors and assigns as the same would have been held by me had this assignment not been made.

I do hereby further agree and promise to execute all instruments and render all such assistance as ASSIGNEE may request in order to: make and prosecute any and all applications on the inventions, maintain and enforce any and all patents on the inventions, and confirm in ASSIGNEE legal title to the inventions and all applications and patents on the inventions in the United States, its territories, dependencies and possessions, and in all other countries, all without charge to ASSIGNEE but at no expense to me. In the event that ASSIGNEE is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in this paragraph, or to otherwise perfect in ASSIGNEE the entire right, title, and interest in and to the patent application and related inventions, I hereby irrevocably designate and appoint the ASSIGNEE and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this assignment with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the ASSIGNEE any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any proprietary rights assigned to the ASSIGNEE.

I hereby grant the firm of Aikins Patent Company the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the Rules of the United States Patent and Trademark Office or any other Patent Office or organization for recordation of this assignment.

If any provision of this assignment is held by any court to be unenforceable, such provision shall be interpreted to accomplish the objectives of the original provision to the fullest extent allowed by law, and the remainder of this assignment shall remain in full force and effect.

EXECUTED at Winnipeg, Manitoba, Canada, on April 15, 2004 and with effect from April 1, 2004.

  
MAURICE C. O'ROURKE