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S. DEPARTMENT OF COMMERCE
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PATENTS

Attorney Matter No. 0088777

2-11-04

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies) thereof.

1. A. Name of conveying party(ies): David A. Arias Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. A. Name and address of receiving party(ies): Swimways Corp. 5816 Ward Court Virginia Beach, VA 23455
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3. A. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ B. Execution Date: <u>February 2, 2004</u>	B. Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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4. A. If this document is being filed together with a new application, the execution date of the application is: <u>February 2, 2004</u>	C. Patent No.(s)
B. Patent Application No.(s) <u>101776981</u>	
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Peter A. Shaddock II</u> Address: <u>Kaufman & Canoles</u> <u>150 West Main Street</u> <u>P.O. Box 3037</u> <u>Norfolk, Virginia 23514</u>	6. Total number of applications and patents involved: <u>1</u>
	7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed (Check No. 196444) <input type="checkbox"/> Authorized to be charged to deposit account # 11-0220
	8. The Assistant Commissioner is hereby authorized to credit any overpayment or charge any deficiency in the fee(s) filed, or asserted to be filed, or which should have been filed herewith to our Deposit Account No. 11-0220.

THIS SPACE FOR PATENT OFFICE USE ONLY

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. Charges to the deposit account are authorized, as indicated herein.

Peter A. Shaddock II Date: Feb. 11, 2004
Peter A. Shaddock II
Registration No. 44,331

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

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PATENT
REEL: 014992 FRAME: 0046

ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned,

David A. Arias

who has created a certain new and useful invention and discovery, for which an application for United States Patent Application has been executed concurrently herewith and is entitled,

AQUATIC TOYS

Do hereby sell, assign, transfer, and convey, without reservations, to SWIMWAYS CORP., a corporation of the Commonwealth of Virginia having a place of business at 5816 Ward Court, in the City of Virginia Beach, and Commonwealth of Virginia, 23455, its successors, assigns, and legal representatives, the full and exclusive right to said invention and discovery and said application and to any and all inventions and discoveries described in said application for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent, and every priority right that is or may be predicated upon, or arise from, said invention, said discovery, said application, and said Letters Patent, which may be granted therefor in the United States, its territorial possessions and all foreign countries; and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions, agreements, acts and treaties;


Agree that SWIMWAYS CORP., hereinafter referred to as ASSIGNEE, may apply for and receive Letters Patent for said invention and said inventions or said discovery and said discoveries, hereinafter referred to as said invention, in our name or in the name of said ASSIGNEE or otherwise as said ASSIGNEE may deem advisable, in the United States, its territorial possessions, and all foreign countries; and that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said ASSIGNEE, its successors, assigns and legal representatives, the undersigned will execute all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings; communicate to said ASSIGNEE, its successors, assigns or legal representatives all facts known to the undersigned relating to said invention and the history thereof; and generally do everything possible which said ASSIGNEE, its successors, assigns, or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said invention and for vesting title to said invention and all applications for patents on said invention in said ASSIGNEE, its successors, assigns, or legal representatives;

Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments throughout the world to issue or transfer all said Letters Patents to said ASSIGNEE, as assignee of the entire right, title, and interest therein or otherwise as said ASSIGNEE may direct;

Covenant with said ASSIGNEE, its successors, assigns, or legal representatives and warrant that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same without encumbrance as herein expressed is possessed by the undersigned.

Bind my heirs, legal representatives, and assigns, as well as myself, to do, upon said ASSIGNEE'S request and at said ASSIGNEE'S expense, promptly and without additional consideration to me or them, all acts reasonably serving to assure that said invention, said patent application, and said Letters Patent shall be held and enjoyed by said ASSIGNEE as fully and entirely as the same could have been held and enjoyed by me, my heirs, legal representatives, and assigns if this Assignment had not been made and particularly to execute and deliver to said ASSIGNEE all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by said ASSIGNEE; and to communicate to said ASSIGNEE all facts known to me relating to said invention or the history thereof, and to testify as to the same in any court or proceeding; and to promptly furnish said ASSIGNEE any and all documents, photographs, models, samples, and other physical exhibits in my control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said invention.

IN TESTIMONY WHEREOF I have hereunto set MY signature on the date indicated below.



David A. Arias Date: 2-2-04

Return Address: KAUFMAN & CANOLES
150 West Main Street
P.O. Box 3037
Norfolk, VA 23514

BE IT KNOWN, that on this 2nd day of February, 2004, before me personally came David Arias
_____ to me known to be the person(s) mentioned in and who executed the foregoing assignment, and he/they
acknowledged to me that he/they executed the same at his/their free act and deed for the use and purposes therein
mentioned.



Nichole Kennamer
Notary Public
My commission expires June 30, 2006.

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