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To the Honorable Commissioner of Patent

original documents or copy thereof

1. Name of Conveying Part(ies):

David J. Dubeta

11-8-04

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

2. Name and address of receiving party(ies):

Name: Water Fun Products, Corp.

Internal Address: _____

c/o Amusement Leisure Worldwide

Street Address: _____

1006 Eleventh Avenue SW, 2nd Floor

City: Calgary State: Alberta Zip: T2R 0G3

Additional names(s) & address(es) attached: Yes No

3. Nature of conveyance:

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

Execution Date: 11-15-02

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):

10/216,321

Additional numbers attached: Yes No

B. Patent No.(s)

Additional numbers attached: Yes No

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

Name: Mark W. Hendricksen

Internal Address: Wells St. John P.S.

Street Address: 601 W. First Avenue, Ste. 1300

City: Spokane State: WA Zip: 99201-3828

6. Total number of applications and patents involved

7. Total fee (37 CFR 3.41)

\$40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number

23-0925

(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.

Mark W. Hendricksen

Name of Person Signing

Signature

11/16/07

Date

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 EV372468860 EL979976001

PATENT ASSIGNMENT

THIS ASSIGNMENT dated as of the 15th day of November, 2002.

BETWEEN:

1013790 ALBERTA LTD., a corporation incorporated under the laws of Alberta
 (hereinafter called the "Assignee")

OF THE FIRST PART

and

DAVID J. DUBETA, of the City of Red Deer, in the Province of Alberta
 (hereinafter called the "Assignor")

OF THE SECOND PART

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of the date hereof pursuant to which Assignor has agreed to sell, transfer, convey, assign, deliver and set over unto Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all of Assignor's right, title and interest in, to and under the patents listed on Schedule "A" hereto (the "Patents"), subject to the terms and conditions of the Purchase Agreement;

NOW, THEREFORE, for and in consideration of the Purchase Price (as defined in the Purchase Agreement), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby agrees as follows:

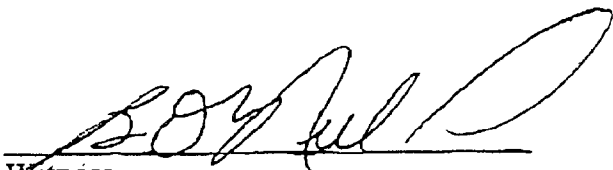
1. Subject to the terms and conditions of the Purchase Agreement, the Assignor hereby sells, transfers, conveys, assigns and sets over unto the Assignee the Assignor's entire right, title and interest in, to and under each of the Patents set forth on Schedule "A", including, without limitation, all divisions, continuations, continuations-in-part, reissues, renewals and extensions thereof, all rights to priority, and all claims for profits or damages by reason of past infringement of any of the Patents, together with the right to sue for and collect such profits and damages for its own use and enjoyment and for the use and enjoyment of its successors and assigns.
2. The Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and the empowered officials of all other governmental authorities or agencies to issue or transfer all of the Patents to the Assignee as assignee of the entire right, title and interest therein or otherwise as the Assignee may direct, in accordance with this Patent Assignment.

- 3. Subject to the terms of the Purchase Agreement, the Assignor shall at any time and from time to time upon request, at the expense of the Assignee, promptly execute and deliver any and all papers and documents and do all other lawful acts as the Assignee, in its reasonable judgement, shall deem to be necessary or desirable in order to perfect the title to the Patents in the Assignee and its successors and assigns.
- 4. Each copy of this Patent Assignment which is signed by the Assignor in order to facilitate the recording of the Assignee's interest in the Patents shall be deemed an original.
- 5. The agreements, obligations, covenants, representations and warranties of the Assignor and the Assignee contained in the Purchase Agreement are not merged into this Patent Assignment and shall survive the execution and delivery of this Patent Assignment and the consummation of the transactions contemplated by the Purchase Agreement.
- 6. This Patent Assignment and all of the terms and provisions hereof shall inure to the benefit of the Assignee and its successors and assigns and shall be binding upon the Assignor and his personal representative and heirs.

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Patent Assignment to be duly executed and delivered as of the date first above written.

1013790 ALBERTA LTD.

Per: 


 Witness


 DAVID J. DUBETA

SCHEDULE "A" TO THE PATENT ASSIGNMENT DATED NOVEMBER 15, 2002

LIST OF ASSIGNED PATENTS

United States Patent Number 4,805,897 dated February 21, 1989

United States Patent Number 5,137,497 dated August 11, 1992

United States Patent Number 6,450,891 B1 dated September 17, 2002


AFFIDAVIT OF EXECUTION

CANADA)
)
PROVINCE OF ALBERTA)
)
TO WIT:)

I, BRIAN NEELAND of the City of Red Deer, in the Province of Red Deer, Barrister & Solicitor, MAKE OATH AND SAY:

1. That I was personally present and did see DAVID J. DUBETA, named in the attached instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein;
2. That the same was executed at the City of Red Deer, in the Province of Alberta, and that I am the subscribing witness thereto;
3. That I know the said DAVID J. DUBETA, and he is, in my belief, of the full age of eighteen years.

SWORN BEFORE ME at the City of Red Deer in the Province of Alberta, this 15 day of NOV, 2002.)


A Notary Public in and for the Province of Alberta.)


BRIAN NEELAND)

BARRY W. HAMILTON