

Form PTO-1595 (Rev. 08/05)
OMB No. 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)
Watermoons Pty Ltd.

2. Name and address of receiving party(ies)

Name: Quiksilver, Inc.

Internal Address: _____

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) August 29, 2005

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

Street Address: 15202 Graham Street

City: Huntington Beach

State: CA

Country: USA Zip: 92649

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

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)
10/516850

B. Patent No.(s)

Additional numbers attached? Yes NO

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

Name: Rutan & Tucker, LLP

Internal Address: _____

Street Address: 611 Anton Blvd., Suite 1400

City: Costa Mesa

State: CA Zip: 92626

Phone Number: 714-641-5100

Fax Number: 714-546-9035

Email Address: _____

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

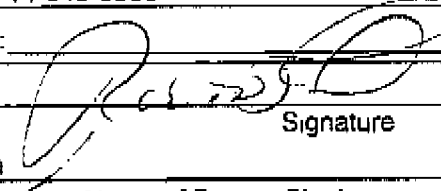
a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number 502191

Authorized User Name Robert D. Fish

9. Signature:



Signature

September 7, 2005

Date

Robert D. Fish

Name of Person Signing

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

4

CH \$40.00 502191 10516850

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PATENT

REEL: 016744 FRAME: 0439

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ASSIGNMENT

WHEREAS, Alistar Zorica, an Australian citizen, residing in Australia has invented a certain invention entitled "Minimal Seamed Fitted Garment" for which a utility application for Letters of Patent of the United States of America was filed on December 3, 2004, serial number 10/516850, which is a US national phase of International application PCT/US02/28450 filed September 5, 2002, which claims priority to Australian provisional application PS2796, filed June 5, 2002; which together with related experimental data, trade secret, and other know-how is referred to hereinafter as the INVENTION;

WHEREAS, the entire title, right and interest in and to said INVENTION, and in, to and under Letters Patent or similar legal protection to be or having been obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto was assigned to Watermoons Pty. Ltd., (referred to hereinafter as "MESNEASSIGNEE"), an Australian Proprietary Company having its principal place of business at Quiksilver Dr., Torquay, Australia VIC 3228; the assignment having been recorded at the US Patent and Trademark Office at Reel/Frame 014323/0263;

WHEREAS, Quiksilver, Inc., a Delaware corporation having its principal place of business at 15202 Graham Street, Huntington Beach, CA 92649, USA (referred to hereinafter as "ASSIGNEE"), is desirous of acquiring a joint title and an undivided one-half interest in, to and under said INVENTION, and in, to and under Letters Patent or similar legal protection to be or having been obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, MESNEASSIGNEE hereby sells, assigns, transfers and sets over unto the ASSIGNEE, its successors and assigns a joint title and an undivided one-half interest in and to the INVENTION, and to all Letters Patent or similar legal protection arising therefrom, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said INVENTION by said application or any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under any International Convention.

MESNEASSIGNEE further covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment,

MESNEASSIGNEE further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said INVENTION, including the patent application listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to MESNEASSIGNEE, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said invention and said

Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

MESNEASSIGNEE and ASSIGNEE each covenant to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of this assignment.

This assignment embodies the entire understanding of MESNEASSIGNEE and ASSIGNEE and supersedes and replaces any and all pre-existing assignments or understandings between MESNEASSIGNEE and ASSIGNEE. No amendment or modification of this assignment shall be valid or binding upon MESNEASSIGNEE or ASSIGNEE unless made in writing and signed on behalf of each of MESNEASSIGNEE and ASSIGNEE by their respective duly authorized representative.

EXECUTED at:

Huntington Beach, CA, this 29 day of August 2005,
City State Month

Signed on Behalf of Watermoons Pty. Ltd.

By: Steven L. Brink
Name

[Handwritten Signature]
Signature

Secretary
Title

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange } ss.

On August 29, 2005 before me, Leah N. Sammon-Roman, Notary Public
personally appeared Steven L. Brink
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public") Name(s) of Signer(s)

personally known to me

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Leah N. Sammon-Roman
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document: Assignment - US

Document Date: August 29, 2005 Number of Pages 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name Steven L. Brink

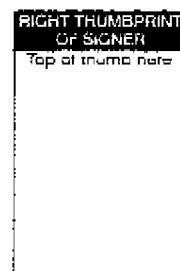
- Individual
- Corporate Officer — Title(s): Secretary
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: Watermoons Pty Ltd

Signer's Name _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____