

08-12-2005



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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)

Tom BUCACCIO
Shannon CASSELL
Kirk AGUERO

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

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

Execution Date(s) FEB. 22, 05

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

2. Name and address of receiving party(ies)

Name: Bombardier Rec. Prod. Inc.

Internal Address: _____

Street Address: 726 St-Joseph

City: Valcourt

State: Québec

Country: Canada

Zip: J0E 2L0

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)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Bombardier Rec. Prod. Inc.

Internal Address: Intellectual Property Dept.

Street Address: P.O. Box 230

City: Norton

State: VT Zip: 05907-0230

Phone Number: 514-732-7050

Fax Number: 514-732-7058

Email Address: jonathan.cutler@brp.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

- ☒ 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 7180

Expiration Date 05/08

b. Deposit Account Number _____

Authorized User Name Jonathan Cutler

9. Signature:

Signature

August 4/05
Date

Jonathan D. Cutler Esq.
Name of Person Signing

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

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

08/10/2005 WARDLRL 00000009 2925798 40.00 OP
04 FC:8021



WORLDWIDE ASSIGNMENT

WHEREAS we, Tom BUCACCIO whose full postal address is 34 River Oak Dr., Sebastian, Florida, 32958, U.S.A; Shannon CASSELL whose complete address is 521, Seaport Terrace South East, Florida, 32909, U.S.A and Kirk AGUERO whose complete address is 220 Avenida Del Sol, Indialantic, Florida, 32903 U.S.A (hereinafter referred to as the Assignors), have made an invention entitled:

PERSONAL WATERCRAFT

for which applications for Letters Patent have been filed in the following countries:

| <u>Country</u> | <u>Filing Date</u> | <u>Serial No.</u> |
|----------------|--------------------|-------------------|
| United States | 08/20/2004 | 29/211, 683 |
| United States | | |
| Canada | | |

(If necessary, Bombardier Legal Services Department and its agents are hereby authorized to insert the filing dates and the serial numbers when known);

AND, WHEREAS BOMBARDIER RECREATIONAL PRODUCTS INC., a corporation under the laws of Canada whose full postal address is 726 St. Joseph St., Valcourt, Quebec, JOE 2L0, Canada (hereinafter referred to as the Assignee) is desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to the aforementioned applications for Letters Patent on this invention and the Letters Patent to be issued upon these applications;

NOW THEREFORE, be it known that for and in consideration of One Canadian Dollar (CA \$1.00) in hand paid and other good and valuable consideration, the receipt of which from the Assignee is hereby acknowledged, by these presents we, the Assignors, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer and set over unto the Assignee, its lawful successors and assigns, our entire right, title, and interest in and to this invention and these applications, and all divisions, and continuations thereof, and all Letters Patent that may be granted thereon, and all reissues thereof, and all rights to claim priority on these of such applications, and all applications for Letters Patent that may hereafter be filed for this invention in any country and all Letters Patent that may be granted on this invention in any country, and all extensions, renewals, and reissues thereof; and we hereby authorize and request the Commissioners of Patents (or other appropriate official whose duty it is to issue patents) of the United States, Canada, and any other country, to issue Letters Patent for this invention to the Assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, WE HEREBY covenant that we have the full right to convey the interest assigned by this Assignment, and we have not executed and will not execute any agreement in conflict with this Assignment;

AND, WE HEREBY further covenant and agree that we will, without further consideration, communicate with the Assignee, its successors and assigns, any facts known to us respecting this invention and testify in any legal proceedings, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors or assigns, execute all divisional, continuation, reissue, and re-examination applications, make all rightful oaths and generally do everything possible to aid the Assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in any country, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors, and assigns.

It is the express wish of the parties that this Assignment and all related documents be drafted in English. *Il est de la volonté expresse des parties que cette cession et tous les documents s'y rattachant soient rédigés en anglais. Es ist der ausdrückliche Wunsch der beteiligten Parteien, daß diese Abtretungserklärung und alle damit zusammenhängenden Dokumente in englischer Sprache aufgesetzt werden. Sopijapuolten tahto on, että tämä luovutuskirja ja siihen liittyvät asiakirjat laaditaan englanninkielellä.*

IN TESTIMONY WHEREOF, WE HAVE SIGNED:

X 
Tom BUCACCIO


Date of Signature: X 2.8.05
Place of Signature: X Shannon, Florida, U.S.

Shannon CASSELL

Date of Signature:
Place of Signature:

Kirk AGUERO

Date of Signature:
Place of Signature:

X  2.8.05

Witness

Witness

Witness

AND, WE HEREBY further covenant and agree that we will, without further consideration, communicate with the Assignee, its successors and assigns, any facts known to us respecting this invention and testify in any legal proceedings, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors or assigns, execute all divisional, continuation, reissue, and re-examination applications, make all rightful oaths and generally do everything possible to aid the Assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in any country, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors, and assigns.

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IN TESTIMONY WHEREOF, WE HAVE SIGNED:

Tom BUCACCIO

Date of Signature:

Place of Signature:


Shannon CASSELL

Date of Signature:


Place of Signature:

Kirk AGUERO

Date of Signature:

Place of Signature:

Witness


Patti Cassell

Witness

Witness

AND, WE HEREBY further covenant and agree that we will, without further consideration, communicate with the Assignee, its successors and assigns, any facts known to us respecting this invention and testify in any legal proceedings, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors or assigns, execute all divisional, continuation, reissue, and re-examination applications, make all rightful oaths and generally do everything possible to aid the Assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in any country, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors, and assigns.

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IN TESTIMONY WHEREOF, WE HAVE SIGNED:

Tom BUCACCIO

Date of Signature:
Place of Signature:

Witness

Shannon CASSELL

Date of Signature:
Place of Signature:

Kirk AGUERO

Date of Signature: Aug. 2/04
Place of Signature: Palm Bay FL

Witness

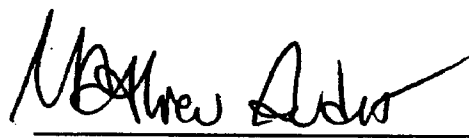
Witness

KEITH SPADE
02/08/04

The Assignee hereby accepts the foregoing Assignment:


Jonathan D. CUTLER
Director, Intellectual Property
Bombardier Recreational Products Inc.

Date of Signature: 22 Feb 05
Place of Signature: St-Bruno, Canada


Mélanie LEEFEBVRE
A Commissioner etc.
Witness