

01-18-2008

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark OfficePat. PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)

103476370

To the Director of the U.S. Patent and

ments or the new address(es) below.

1. Name of conveying party(ies)

David A. Neese
Darwyn T. Faulds, Jr.
The Wise Company Incorporated

2. Name and address of receiving party(ies)

Name: Grady-White Boats, Inc.

Internal Address: _____

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

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

Execution Date(s) 11/05/2007; 12/11/2007; 11/16/2007

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

Street Address: 5121 Greenville Boulevard NECity: GreenvilleState: North CarolinaCountry: USA Zip: 27834Additional 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)
11/644,113
B. Patent No (s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Olive & Olive, P.A.

Internal Address: _____

Street Address: 500 Memorial StreetCity: DurhamState: North Carolina Zip: 27702-2049Phone Number: 919-688-5514Fax Number: 919-688-3781

Email Address: _____

6. Total number of applications and patents involved: 17. 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 15-0490Authorized User Name B.B. Olive
01 FC:8821 00000021 150490 40.00 DA

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9. Signature:

Signature

January 15, 2008

Date

B.B. Olive, Registration No. 18,267

Name of Person Signing

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

5

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

ASSIGNMENT

WHEREAS, We, David A. Neese and Darwyn T. Faulds, Jr., have made an invention entitled "Convertible Seat Assembly" described in the drawings and the application (collectively, the "Application") filed with the United States Patent and Trademark Office on December 22, 2006 and assigned Application Number 11/644,113;

WHEREAS, Grady-White Boats, Inc., a corporation duly organized and existing under the laws of the State of North Carolina, and having a place of business at 5121 Greenville Boulevard NE, Greenville, North Carolina 27834, for the benefit of itself, its successors and assigns (hereinafter the "Assignee"), is desirous of acquiring the entire right, title and interest in and to all inventions and other intellectual property disclosed in the Application (hereinafter the "Invention"), the Application, and any and all Letters Patent of the United States and of all other countries including any divisional, continuation, continuation-in-part, extension, reexamination, renewal and reissue thereof which may be granted for the Invention (hereinafter "the Patents");

WHEREAS, any and all inventive and other contributions of David A. Neese to the invention were made pursuant to his employment contract with the aforesaid Grady-White Boats, Inc.;

WHEREAS, any and all inventive and other contributions of Darwyn T. Faulds, Jr. to the Invention were made pursuant to his employment contract with The Wise Co., Inc., a corporation duly organized and existing under the laws of the State of Tennessee and having a place of business at 5535 Pleasant View Road, Memphis, Tennessee 38134;

WHEREAS, any and all inventive and other contributions of The Wise Co., Inc., to the Invention were made pursuant to a contract between itself and the Assignee;

NOW THEREFORE, pursuant to mutual agreement by and between David A. Neese, Darwyn T. Faulds Jr., Grady-White Boats, Inc. and The Wise Co., Inc.:

- (i) I, David A. Neese, an employee of Grady-White Boats, Inc., for good and valuable consideration to me paid by the Assignee, the receipt of which is hereby irrevocably acknowledged, hereby sell, assign and transfer to the Assignee my entire right, title and interest in and to the Invention, the Application and the Patents;
- (ii) I, Darwyn T. Faulds, Jr., an employee of The Wise Co., Inc., for good and valuable consideration paid to me by The Wise Co., Inc., the receipt of which is hereby irrevocably acknowledged, hereby sell, assign and transfer to The Wise Co., Inc., my entire right, title and interest in and to the Invention, the Application and the Patents; and

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(iii) We, The Wise Co., Inc., for good and valuable consideration paid to us by Assignee, including but not limited to the execution of that certain Exclusive License, Manufacture And Supply Agreement on even date herewith, the receipt of which is hereby irrevocably acknowledged, do hereby sell, assign and transfer to the Assignee our entire right, title and interest in and to the Invention, the Application and the Patents;

WE HEREBY QUITCLAIM AND ASSIGN, without warranty, the Invention, the Application and the Patents to the Assignee for its own use and benefit to the end of the term or terms for which the Patents may be granted, as fully and entirely as the same would have been held and enjoyed by us had the foregoing assignments not been made.

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States and the appropriate officers of all foreign patent offices to issue the Patents to the Assignee in accordance with the terms of this instrument.

AND WE, DAVID A. NEESE, DARWYN T. FAULDS, JR., AND THE WISE CO., INC., EACH HEREBY further agree to execute and sign without further consideration any other legal document, assignment and any divisional, continuation, continuation-in-part, extension, reexamination, renewal, reissue, or other application in and for all Patents that may be deemed reasonably appropriate and necessary by the Assignee fully to secure to the Assignee its interests as aforesaid in the Invention, the Application and the Patents.

AND WE, DAVID A. NEESE, DARWYN T. FAULDS, JR., AND THE WISE CO., INC., each further covenant and agree that we will at any time upon request communicate to the Assignee or its legal representative, any facts known to us relating to the Invention, the Application and the Patents and will testify truthfully as to the same in any interference, litigation or any other proceeding related thereto when requested to do so; provided, however, that Assignee shall be responsible for any and all costs related to the foregoing that are incurred at the request of the Assignee.

AND WE DAVID A. NEESE, DARWYN T. FAULDS, JR., AND THE WISE CO., INC., do hereby covenant for ourselves and our legal representatives that we have not assigned or granted any license to make, use or sell the Invention and that we will not purport to assign, license or execute any instrument to that effect in conflict with those assignments set forth above.

IN WITNESS WHEREOF, we, David A. Neese and Darwyn T. Faulds, Jr., have each executed our respective assignment set forth above and have hereunto set our respective hands and seal on the date set forth below and we, The Wise Co., Inc., have executed our respective assignment set forth above and have executed our assignment and applied our hand and seal on the date set forth below through our duly authorized President, James Freudenberg.

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PAGE 8/11 * RCVD AT 1/15/2008 2:53:19 PM [Eastern Standard Time] * SVR:USPTO-EFXRF-5/10 * DNIS:2732885 * CSID:9196883781 * DURATION (mm:ss):02:06

PATENT
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DAVID A. NEESE

11-5-07

Date

David A. Neese

Individual Signature

STATE OF NORTH CAROLINA)

COUNTY OF Pitt)

ss

Then personally appeared before me this date the above-named David A. Neese, to me personally known and known by me to be the person named and who executed the foregoing instrument and acknowledged the same to be his free act and deed.

Witness my hand and official seal, this the 5th day of November, 2007.

Susan J. Ashery
Notary Public

My commission expires: 2/9/2012

DARWYN T. FAULDS, JR.

12/11/07

Date

Darwyn T. Faulds Jr.
Individual Signature

STATE OF SOUTH CAROLINA)

COUNTY OF Charleston)

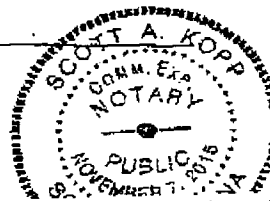
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Then personally appeared before me this date the above-named Darwyn T. Faulds, Jr., to me personally known and known by me to be the person named and who executed the foregoing instrument and acknowledged the same to be his free act and deed.

Witness my hand and official seal, this the 11th day of December, 2007.

Scott A. Kopp
Notary Public

My commission expires: 11/7/2015



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Date

THE WISE CO., INC

By James Freudenberg
James Freudenberg President

STATE OF TENNESSEE)

)

ss

COUNTY OF Shelby)

Then personally appeared before me this date the above-named James Freudenberg, President of The Wise Co., Inc., to me personally known and known by me to be the officer named and who executed the foregoing instrument and acknowledged the same to be the free act and deed of said corporation.

Witness my hand and official seal, this the 16th day of November, 2007

Kay L Barton
Notary Public

My commission expires: MY COMMISSION EXPIRES:
May 11, 2011

