

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Agreement to Settle Interference
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
WET Enterprises, Inc.	04/01/2003
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Sarcos Investments LC
<b>Street Address:</b>	360 Wakara Way
<b>City:</b>	Salt Lake City
<b>State/Country:</b>	UTAH
<b>Postal Code:</b>	84108
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	6131819
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(801)566-0750
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Email:</b>	sisneros@tnw.com
<b>Correspondent Name:</b>	Thorpe North & Western LLP
<b>Address Line 1:</b>	P.O. Box 1219
<b>Address Line 4:</b>	Sandy, UTAH 84091-1219
<b>ATTORNEY DOCKET NUMBER:</b>	00729-20080116.3
<b>NAME OF SUBMITTER:</b>	Peter M. de Jonge
<b>Total Attachments: 4</b> source=WET Agreement#page1.tif source=WET Agreement#page2.tif source=WET Agreement#page3.tif source=WET Agreement#page4.tif	

**OP \$40.00 6131819**

## AGREEMENT TO SETTLE INTERFERENCE

This Agreement to Settle Interference (hereinafter "Agreement") is entered into as of the latest date written below by and between Sarcos Investments, LC (hereinafter "Sarcos"), having a principal place of business at 360 Wakara Way, Salt Lake City, Utah 84108, and WET Enterprises, Inc., a California Corporation, dba WET Design (hereinafter "WET"), having a principal place of business at 90 Universal City Plaza, Universal City, California 91608.

### RECITALS

WHEREAS, Sarcos is the sole owner by assignment of US Patent No. 6,053,423 issued on April 24, 2000 for FOUNTAIN WITH VARIABLE SPRAY PATTERNS (hereinafter the "Sarcos patent"). The current inventors identified on the Sarcos patent are Stephen C. Jacobsen, Fraser Smith, David F. Knutti and Mike Morrison.

WHEREAS, WET is the sole owner by assignment of US Patent No. 6,131,819 issued on October 17, 2000 for DECORATIVE ILLUMINATED WATER DISPLAY (hereinafter the "WET patent"). The current inventors identified on the WET patent are Mark W. Fuller, John Canavan, James Doyle, Keith Kalis and Terry Van Blaricom.

WHEREAS, WET is the sole owner by assignment of US Patent Application No. 09/649,110 filed on August 28, 2000 for DECORATIVE WATER DISPLAY (hereinafter the "WET patent application"), a continuation of the WET patent. The current inventors identified on the WET patent application are Mark W. Fuller, John Canavan, James Doyle, Keith Kalis and Terry Van Blaricom. The WET patent application is the only continuation of the WET patent.

WHEREAS, during prosecution of the WET patent application, WET requested that an interference be declared between certain claims in the WET patent application and certain claims in the Sarcos patent. In response, a Notice Declaring Interference was mailed on August 12, 2002 by the US Patent and Trademark Office, Before the Board of Patent of Appeals and Interferences (hereinafter "the Interference").

WHEREAS, subsequent investigation by both Sarcos and WET has revealed new facts supporting a finding that the Sarcos patent and WET patent share common inventorship.

WHEREAS, Sarcos and WET (hereinafter the "parties") now desire to remedy the incorrect identification of inventorship of their respective patents and desire to settle the Interference in such a way that will allow both Sarcos and WET to each have an equal undivided co-ownership interest in both the WET patent and the Sarcos patent as joint owners as provided by 35 U.S.C. § 262.

## TERMS AND CONDITIONS

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree to the following terms:

1. WET agrees to abandon with prejudice the WET patent application.
2. The parties agree that, based on their current understanding of the facts and background related to the WET patent and the Sarcos patent, the WET patent and the Sarcos patent should name the following same inventors: Stephen C. Jacobsen, Fraser Smith, David F. Knutti, Mike Morrison, Mark W. Fuller, John Canavan, James Doyle, Keith Kalis and Terry Van Blaricom.
3. Based on this current understanding of inventorship, the parties agree to correct the inventorship in both the WET patent and the Sarcos patent to reflect the inventorship as indicated in paragraph 2. In making these corrections to inventorship, the parties agree that Stephen C. Jacobsen, will remain the first listed inventor on the Sarcos patent and Mark W. Fuller will remain the first listed inventor on the WET patent.
4. To accomplish the goal of equal undivided co-ownership on both patents, Sarcos agrees to obtain assignments from the inventors Stephen C. Jacobsen, Fraser Smith, David F. Knutti and Mike Morrison to Sarcos, LC. WET agrees to obtain assignments from the inventors Mark W. Fuller, John Canavan, James Doyle, Keith Kalis and Terry Van Blaricom to WET.
5. In order to correct the inventorship on the WET patent and the Sarcos patent, the parties agree to execute the documents attached as an Exhibit and to file those documents with the United States Patent and Trademark Office within 30 days of the execution of this agreement. Each party agrees to mail a copy of all filings and correspondence in connection with the correction of inventorship to the other party.
6. In the event that the US Patent and Trademark Office fails to correct the inventorship as described herein on the WET patent or the Sarcos patent or both, for whatever reason, or if for any other reason either party is not a joint owner of either patent by means of correction of inventorship, the parties agree to fulfill the goal of equal undivided co-ownership of both patents by means of assignments, if necessary.
7. In the event that a judicial ruling subsequently determines that the inventors listed on each patent, as amended herein, is incorrect, the parties agree to cooperate in amending the inventorship on each patent necessary to preserve the validity of each patent.
8. In the event that either party licenses or transfers an interest in the technology in either or both of the WET and Sarcos patents, the licensor or transferor thereof will mail a copy of said license or transfer agreement to the other party to this Agreement immediately upon execution of execution of said license or transfer.

9. As part of this Agreement, WET agrees to provide to Sarcos a letter addressed to Sarcos on WET Design letterhead which states that "Sarcos did the design-engineering and manufacture of the underwater robotic mechanisms used in the Fountains of the Bellagio Hotel and Casino in Las Vegas, Nevada." WET agrees that Sarcos may use this letter as part of Sarcos's promotional activities and that Sarcos may make claims in its advertising and promotional efforts that are consistent with the contents of said letter

10. Sarcos agrees to pay the necessary maintenance fees on the Sarcos patent and WET agrees to pay the necessary maintenance fees on the WET patent. During the grace period of 37 C.F.R. 1.362(e) when the maintenance fee may be paid with a surcharge, and thirty days after giving written notice to the non-paying party of intent to pay an unpaid maintenance fee, the other party may pay an unpaid maintenance fee with surcharge and thereby become the sole owner of both the Sarcos and the WET patents by operation of this agreement.

11. The parties hereby incorporate by this reference the above Recitals into the Terms and Conditions of this Agreement.

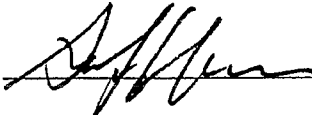
12. Sarcos agrees that WET may record this agreement against the Sarcos patent and WET agrees that Sarcos may record this agreement against the WET patent with the US Patent and Trademark Office as a document which affects some interest in a patent.

13. This agreement may be executed in counterparts. A copy of this agreement shall be valid as an original.

SARCOS INVESTMENT, LC

WET Enterprises, Inc.

By: \_\_\_\_\_

  
STEPHEN C. JACOBSEN  
MANAGER

By: \_\_\_\_\_

Mark W. Fuller  
Chief Executive Officer  
at Universal City, California

Date: \_\_\_\_\_

3 Apr. 03

Date: \_\_\_\_\_

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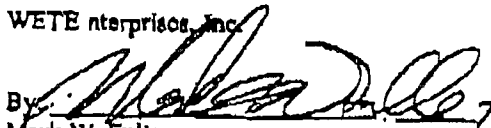
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SARCOS INVESTMENT, L C

WET Enterprises, Inc.

By: \_\_\_\_\_

By:   
Mark W. Fuller  
Chief Executive Officer  
at Universal City, California

Date: \_\_\_\_\_

Date: 4-1-03

*Handwritten note:*  
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