

ASSIGNMENT RECORDATION COVER SHEET -PATENTS ONLY-

To: Honorable Commissioner of Patents and Trademarks:

Please record the attached original document(s) or copy thereof.

1. Name of conveying party(ies)
 - a) Jules Laurence Marchesseault
 - b) Terri Lynn Marchesseault
2. Name and address of receiving party(ies):
 - a) Name: Off-Belay, LLC
Address: 601 Union Avenue
Campbell, California 95008
3. Nature of conveyance

<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> Merger
<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Change of Name
<input type="checkbox"/> Other _____	<input type="checkbox"/> License Agreement

Execution Date: 12/17/2008

4. Application Number(s) or Patent Number(s): **12/337,548**

The title of the (new) application is:

SYNTHETIC ICE APPARATUS AND METHOD

5. Please send all correspondence concerning this (these) documents to:

Zilka-Kotab, PC
P.O. Box 721120
San Jose, CA 95172-1120
Tel. No.: (408) 971-2573

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

- ☐ Enclosed
- ☒ Authorized to be charged to Deposit Account No. 50-1351 (Order No. OFFBP001)

8. 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.

Date: December 17, 2008

/KEVINZILKA/

Kevin J. Zilka

Registration No. 41,429

ASSIGNMENT OF PATENT APPLICATION

Whereas I/we the undersigned inventor(s) have invented certain new and useful improvements as set forth in the patent application entitled:

SYNTHETIC ICE APPARATUS AND METHOD

(Atty. Docket No.: OFFBP001) for which I (we) have executed an application for a United States Letters Patent.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/we the undersigned inventor(s) hereby:

- 1) Sell(s), assign(s) and transfer(s) to Off-Belay, LLC, a California limited liability company having a place of business at 601 Union Avenue, Campbell, California 95008, (hereinafter referred to as "ASSIGNEE"), the entire right title and interest in any and all improvements and inventions disclosed in, application(s) based upon, and Patent(s) (including foreign patents) granted upon the information which is disclosed in the above referenced application.
- 2) Authorize and request the Commissioner of Patents to issue any and all Letters Patents resulting from said application or any division(s), continuation(s), substitutes(s) or reissue(s) thereof to the ASSIGNEE.
- 3) Agree to execute all papers and documents and, entirely at the ASSIGNEE's expense, perform any acts which are reasonably necessary in connection with the prosecution of said application, as well as any derivative and applications thereof, foreign applications based thereon, and/or the enforcement of patents resulting from such applications.
- 4) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon the inventor(s), as well as the inventor's heirs, legal representatives and assigns.
- 5) Warrant and represent that I/we have not entered, and will not enter into any assignment, contract, or understanding that conflicts with this assignment.

Signed on the date(s) indicated beside my (our) signature(s).

- 1) Signature: Jules Laurence Marchesseault Date: 12/17/2008
Typed Name: Jules Laurence Marchesseault
- 2) Signature: Terri Lynn Marchesseault Date: 12/17/2008
Typed Name: Terri Lynn Marchesseault