

# PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Henry, Schooley and Associates, L.L.C.	08/05/2009
<b>RECEIVING PARTY DATA</b>	
Name:	Water Ride Concepts, Inc.
Street Address:	305 West Austin Street
City:	New Braunfels
State/Country:	TEXAS
Postal Code:	78130
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	11375361
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(512)853-8801
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	jpitre@intprop.com
Correspondent Name:	Jackie Pitre
Address Line 1:	700 Lavaca
Address Line 2:	Suite 800
Address Line 4:	Austin, TEXAS 78701
ATTORNEY DOCKET NUMBER:	5898-02600
NAME OF SUBMITTER:	Eric B. Meyertons
<b>Total Attachments: 3</b> source=Assignment_Agreement_11375361#page1.tif source=Assignment_Agreement_11375361#page2.tif source=Assignment_Agreement_11375361#page3.tif	

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**PATENT**  
**REEL: 023194 FRAME: 0853**

**ASSIGNMENT AGREEMENT**

This Agreement is entered into by and between Henry, Schooley and Associates, L.L.C., having a place of business at 381 E. Austin St., New Braunfels, Texas 78130 and Water Ride Concepts, Inc., having a place of business at 305 West Austin St., New Braunfels, Texas 78130.

In consideration of the mutual agreements contained herein and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, the parties hereby agree as follows:

1. Henry, Schooley and Associates, L.L.C. hereby assigns to Water Ride Concepts, Inc. the entire right, title and interest in the United States in and to any and all improvements and/or inventions which are disclosed in United States Letters Patent, Serial No. 11/375,361 filed on March 14, 2006, and which is entitled "**METHOD AND SYSTEM OF POSITIONABLE COVERS FOR WATER AMUSEMENT PARKS**", such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent which have been or shall be filed in the United States and/or any other countries on any of such improvements and/or inventions; all original and reissued patents which have been or shall be issued in the United States and/or any other countries on such improvements and/or inventions; and specifically including the right to file applications in any other countries under the provisions of any convention or treaty and claim priority based on such applications in the United States and/or any other countries.
2. Henry, Schooley and Associates, L.L.C. hereby authorizes and requests any issuing authority to issue to Water Ride Concepts, Inc. any and all United States patents granted on the above-referenced improvements and/or inventions, including the patent application identified above and any subsequent applications filed in the United States and/or any other countries for the improvements and/or inventions.
3. Henry, Schooley and Associates, L.L.C. hereby warrants that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned.
4. Henry, Schooley and Associates, L.L.C. hereby agrees that, when requested and at the expense of Water Ride Concepts, Inc., to carry out in good faith the intent and purpose of this assignment, that Henry, Schooley and Associates, L.L.C. will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all such improvements and/or inventions; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to Water Ride Concepts, Inc. all facts known to the undersigned relating to such improvements and/or inventions and the history thereof; and generally do everything possible which Water Ride Concepts, Inc. shall consider desirable for securing, maintaining and enforcing proper patent protection for such improvements and/or inventions and for vesting title to such improvements and/or inventions in Water Ride Concepts, Inc.

Jeffery Wayne Henry  
11/375,361

5. Water Ride Concepts, Inc. shall have the sole right to institute, prosecute and control actions, suits or proceedings ("Actions") against third parties with respect to any past, present, or future infringement of any patents maturing from the above-referenced applications, including any declaratory judgment actions, at its expense, using counsel of its choice. Any receipts from such an Actions, including, but not limited to, awards or settlement payments, shall belong to Water Ride Concepts, Inc.

6. This Agreement is binding on the assigns, representatives, and successors of both Henry, Schooley and Associates, L.L.C. and Water Ride Concepts, Inc.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

HENRY, SCHOOLEY AND ASSOCIATES, L.L.C.

Signature:

Print Name:

Title:

Date:

[Signature]  
JW Henry  
PRESIDENT  
8-5-09

BEFORE ME, the undersigned authority, on this 5<sup>th</sup> day of August, 2009 personally appeared Jeffery W. Henry, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same of his own free will for the purposes and consideration therein expressed.

[Signature]

Notary

[SEAL]



Jeffery Wayne Henry  
11/375,361

WATER RIDE CONCEPTS, INC.

Signature: *Jeffery Wayne Henry*  
Print Name: GARY L. HENRY  
Title: PRESIDENT  
Date: 8.21.2009

BEFORE ME, the undersigned authority, on this 21<sup>st</sup> day of August, 2009,  
personally appeared GARY L. HENRY, known to me to be the person whose  
name is subscribed to the foregoing instrument and acknowledge to me that he executed the  
same of his own free will for the purposes and consideration therein expressed.

*Leticia Contreras*  
Notary

[SEAL]

