PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Brian Edward Le Gette	05/21/2003
David Reeb	05/21/2003
Alan Tipp	05/21/2003
Justin Saul Werner	05/21/2003
Ronald L. Wilson II	05/22/2003
Inna Alesina	05/22/2003

RECEIVING PARTY DATA

Name:	Gray Matter Holdings, LLC	
Street Address:	720 South Montford Avenue	
City:	Baltimore	
State/Country:	MARYLAND	
Postal Code:	21224-3654	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12788473

CORRESPONDENCE DATA

Fax Number: (202)842-7899

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

703-456-8000 Phone: Email: rphelan@cooley.com

Correspondent Name: Cooley Godward Kronish LLP

Address Line 1:

Suite 1100, ATTN: Patent Group Address Line 2:

Address Line 4: Washington, DISTRICT OF COLUMBIA 20001-2421

ATTORNEY DOCKET NUMBER: SWIM-016/03US 301393-2256

> **PATENT** REEL: 024454 FRAME: 0097

777 6th Street, NW

501189856

NAME OF SUBMITTER:	Nancy A. Vashaw
Total Attachments: 5 source=SWIM-016-03US-Assign1#page1.tif source=SWIM-016-03US-Assign1#page2.tif source=SWIM-016-03US-Assign1#page3.tif source=SWIM-016-03US-Assign1#page4.tif source=SWIM-016-03US-Assign1#page5.tif	

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GRAY030/00US

PATENT

ASSIGNMENT (Joint)

Brian Edward LE GETTE, residing at 720 South Montford Avenue, Baltimore, Maryland 21224, and David REEB, residing at 8558 Black Star Circle, Columbia, Maryland 21045, Alan TIPP, residing at 609 South Kenwood Ave., Baltimore, Maryland 21224, Justin Saul WERNER, residing at 245 Kilmarnock Drive, Millersville, Maryland 21108, Ronald L. WILSON II, residing at 10 Ballymena Court, Catonsville, Maryland 21228, and Inna ALESINA, residing at 12140 Velvet Hill Drive, Owings Mill, Maryland 21117 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled COLLAPSIBLE FLOTATION DEVICE HAVING SUPPORT MEMBER, and which is a:



- (1) [] provisional application
 - (a) [] to be filed herewith; or
 - (b) [] bearing Application No. , and filed on ; or
- (2) [X] non-provisional application
 - (a) [] to be filed herewith; or
 - (b) [X] bearing Application No. 10/370,082, and filed on February 21, 2003.

WHEREAS, Gray Matter Holdings, LLC, a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 720 South Montford Avenue, Baltimore, Maryland, 21224-3654, USA (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for

patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) - (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.



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Date: 5-21-03	By:	
· · · · · · · · · · · · · · · · · · ·	Brian Edward LE GETTE	
State of Maryland ss.		
County of)		
On 5-21-03, before me, Brian Edwald Le Gette, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.		
WITNESS my hand and official seal.		
Balaia Schavore Signature of Notary Public	Place Notary Seal Above	
Date: 5-21-03	By: Wal Kelt	
<u> </u>	David REEB	
State of Maryland ss.		
County of		
On 5-21-03, before me, David Reb, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.		
WITNESS my hand and official seal.		
Balbara Schravore Signature of Notary Public	Place Notary Seal Above	

Date: 5.21.03 By: Alan TIPP		
State of Maryland ss. County of		
County of)		
On 5/31/03, before me, Alan TIPO, personally appeared, personally known to me or proved to me on the basis of		
satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized		
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity		
upon behalf of which the person(s) acted, executed the instrument.		
WITNESS my hand and official seal.		
Babaashavone		
Signature of Notary Public Place Notary Seal Above		
Date: 5-71-03 By:		
Justin Saul WERNER		
State of Maryland		
State of Maryland ss. County of		
On 5 2103 , before me, Justin Saw Weiner, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.		
WITNESS my hand and official seal.		
Dabara Sekravoni		
Signature of Notary Public Place Notary Seal Above		

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Date: 5/22/03 By:	Ronald L. WILSON II			
State of Maryland ss.				
County of	d L. Wilson, 11, personally to me or proved to me on the basis of			
satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.				
WITNESS my hand and official seal.				
<u>Jawa Scharo</u> e Signature of Notary Public	Place Notary Seal Above			
Date: $\frac{5/22/(3)}{}$ By:	INDIA ALESINA			
State of Maryland ss. County of				
On 5/27/03, before me, Inna Alesina, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.				
WITNESS my hand and official seal. Babaa Sehavore				
Signature of Notary Public	Place Notary Seal Above			

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> PATENT REEL: 024454 FRAME: 0103

RECORDED: 05/28/2010