

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
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
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Gray Matter Holdings, LLC
<b>Street Address:</b>	720 South Montford Avenue
<b>City:</b>	Baltimore
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	21224-3654
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	29375004
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)842-7899
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	703-456-8000
<b>Email:</b>	rphelan@cooley.com
<b>Correspondent Name:</b>	Cooley LLP
<b>Address Line 1:</b>	777 6th Street, NW
<b>Address Line 2:</b>	Suite 1100, ATTN: Patent Group
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20001-2421
<b>ATTORNEY DOCKET NUMBER:</b>	SWIM-016/04US 301393-2259

**CH \$40.00 29375004**

**501293028**

**PATENT  
 REEL: 024998 FRAME: 0905**

NAME OF SUBMITTER:

Nancy A. Vashaw

**Total Attachments: 5**

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Attorney Docket No: 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:

COPY

- (1)  provisional application
- (a)  to be filed herewith; or
- (b)  bearing Application No. , and filed on ; or
- (2)  non-provisional application
- (a)  to be filed herewith; or
- (b)  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.

COPY

Date: 5-21-03

By: *[Signature]*  
Brian Edward LE GETTE

State of Maryland )  
 ) ss.  
 County of \_\_\_\_\_ )

On 5-21-03, before me, Brian Edward 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.

*Barbara Schavone*  
 Signature of Notary Public

Place Notary Seal Above

COPY

Date: 5-21-03

By: *David Reeb*  
David REEB

State of Maryland )  
 ) ss.  
 County of \_\_\_\_\_ )

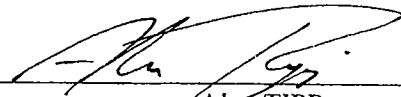
On 5-21-03, before me, David Reeb, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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.

*Barbara Schavone*  
 Signature of Notary Public

Place Notary Seal Above

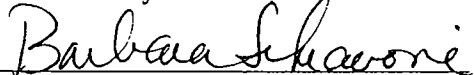
Date: 5.21.03

By:   
Alan TIPP

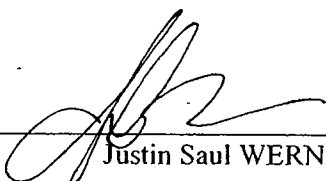
State of Maryland )  
 ) ss.  
 County of \_\_\_\_\_ )

On 5/21/03, before me, Alan TIPP, 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.

  
 Signature of Notary Public Place Notary Seal Above

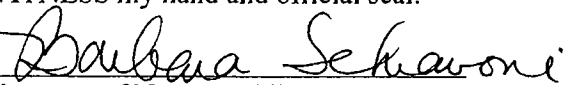
Date: 5-21-03

By:   
Justin Saul WERNER

State of Maryland )  
 ) ss.  
 County of \_\_\_\_\_ )

On 5/21/03, before me, Justin Saul Werner, 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.

  
 Signature of Notary Public Place Notary Seal Above

Y  
C  
C

Date: 5/22/03

By: [Signature]  
Ronald L. WILSON II

COPY

State of Maryland )  
 ) ss.  
 County of \_\_\_\_\_ )

On 5/21/03, before me, Ronald L. Wilson, II, 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.

[Signature]  
 Signature of Notary Public Place Notary Seal Above

Date: 5/22/03

By: [Signature]  
Inna ALESINA

State of Maryland )  
 ) ss.  
 County of \_\_\_\_\_ )

On 5/22/03, 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.

[Signature]  
 Signature of Notary Public Place Notary Seal Above