

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Stephen J. Baker	12/31/2002
RECEIVING PARTY DATA	
Name:	Blue Splash, Inc.
Street Address:	Post Office Box 11927
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35202
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7458334
Patent Number:	7455028
Patent Number:	6968801
CORRESPONDENCE DATA	
Fax Number:	(205)488-6766
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	205-521-8766
Email:	psykes@babco.com
Correspondent Name:	Paul Sykes
Address Line 1:	1819 5th Avenue North
Address Line 4:	Birmingham, ALABAMA 35203
ATTORNEY DOCKET NUMBER:	L1771-096484
NAME OF SUBMITTER:	Paul Sykes
Total Attachments: 2 source=SCANN508_000#page1.tif source=SCANN508_000#page2.tif	

PATENT

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OP \$120.00 7458334

**ASSIGNMENT OF
PATENT AND INVENTION RIGHTS**

ASSIGNMENT OF PATENT AND INVENTION RIGHTS (this "**Assignment**") is made as of the 31 day of December, 2002 by STEPHEN J. BAKER, an individual ("**Assignor**"), to BLUE SPLASH, INC., an Alabama corporation ("**Assignee**").

R E C I T A L S:

WHEREAS, Assignor has designed, invented, and created, and owns all the intellectual rights in and to, an emergency boarding ladder for kayak water craft (the "**Invention**").

WHEREAS, Assignor is contributing all his rights in and to the Invention, including without limitation all his intellectual and patent rights, to the Assignee in return for Fifty-one percent of the shares of the capital stock of the Assignee (the "**Stock**").

WHEREAS, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to effectively assign, transfer, grant, convey, assure and confirm to Assignee all rights in and to the Invention, including all intellectual and patent rights.

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in and to the Invention.

NOW, THEREFORE, in consideration of the above and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in and to the Invention, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement, whether arising prior to or subsequent to the date of this Assignment, and all rights to file any patents for the Invention or related to the Invention and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made. Assignor understands and agrees that he shall not and will not contest, register, use or take any other action anywhere in the world with respect to the Invention without the express written permission of Assignee.

2. Assignor hereby acknowledges Assignee's ownership of the Invention, including all intellectual and patent rights, and Assignor agrees that he shall not at any time do or suffer to be done any act or undertake any action anywhere that in any way might infringe or impair the validity, scope, or title of Assignee's rights to the Invention.

3. Except as consented to by the Assignee, the Assignor shall hold in strict confidence all information, knowledge and data relating to the Invention known by or under the control of the Assignor.

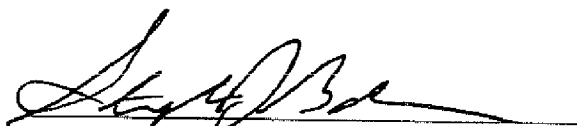
4. Assignor and Assignee agree to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Assignment.

5. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to the principles of conflicts of laws thereof.

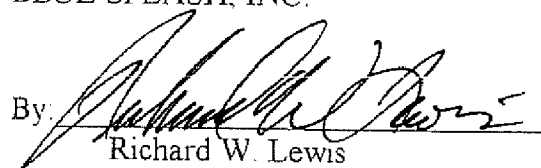
6. In the event of any default by a party as to any duty owed to another party, which default results in efforts by the non-defaulting party to remedy same, the defaulting party shall pay, in addition to such other sums as may be due hereunder, all costs and expenses of such efforts, including, but not limited to, reasonable attorneys' fees.

IN WITNESS WHEREOF, Assignor and Assign have executed this Assignment as of the date first above written.

ASSIGNOR:


Stephen J. Baker
An Individual

ASSIGNEE:
BLUE SPLASH, INC.

By: 
Richard W. Lewis
Its Vice-President