### PATENT ASSIGNMENT

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Mr. James Phil Starck Jr.	08/19/2011
Mr. George Albert Mansfield III	08/17/2011

# RECEIVING PARTY DATA

Name:	YVUVY, LLC, a California limited liability company
Street Address:	2045 Kettner Blvd., Suite 100
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92101

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13165703

## **CORRESPONDENCE DATA**

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Address Line 2: DUCKOR SPRADLING METZTER & WYNNE

Address Line 4: San Diego, CALIFORNIA 92103

ATTORNEY DOCKET NUMBER: 20718-101

NAME OF SUBMITTER: Bernard L. Kleinke

**Total Attachments: 3** 

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> PATENT REEL: 026827 FRAME: 0619

OF \$40.00 13165/03

## ASSIGNMENT AND AGREEMENT

WHEREAS, JAMES PHIL STARCK, JR. of 1780 Kettner Blvd. #112, San Diego, California 92101 U.S.A. and GEORGE ALBERT MANSFIELD, III of 3060 Dalen Place, San Diego, California 92122 U.S.A. (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled SURFBOARD LEASH SYSTEM AND METHOD (Atty. Dkt. No. 20587-101) for which an application for United States Letters Patent was filed on June 21, 2011 as Application No. 13/165,703 and;

WHEREAS, YVUVY, LLC, a California limited liability company, duly organized and existing under the laws of the State of California, and having its principal place of business at 2045 Kettner Blvd., Suite 100, San Diego, California 92101 U.S.A. (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the aboveidentified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but

not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of DUCKOR SPRADLING METZGER & WYNNE the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of DUCKOR SPRADLING METZGER & WYNNE do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this <u>CB.P.201</u> day of	2011.
	JAMES PHIL STARCK, JR.  By:
State of California )	
County of San Diego	
name of signer, who proved to me on person whose name is subscribed to the that he executed the same in his auth	e) before me, <u>asy A Cardozo</u> nally appeared <b>JAMES PHIL STARCK, JR.</b> , the basis of satisfactory evidence to be the ne within instrument and acknowledged to me orized capacity, and that by his signature on tity upon behalf of which the person acted,
I certify under PENALTY OF PERJURY the foregoing paragraph is true and cor	under the laws of the State of California that rect.
WITNESS my hand and official seal.	COMM #1812231 M Notary Public-California SAN D/EGO COUNTY My Comm. Exp. SEPT 5, 2012
	_ (Seal of Notary)
(Signature of Notary)	My Commission Expires 5012

Executed this 17 <sup>74</sup> day of AUGUST 2011.
GEORGE ALBERT MANSFIELD, III
By: Deorge albert mafill
State of California )
County of San Diego )
On <u>August 17. 201/</u> (date) before me, <u>Jane M Reilly Notary Fublic</u> (name and title "Notary Public"), personally appeared <b>GEORGE ALBERT MANSFIELD, III</b> , name of signer, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature of Notary)  (Seal of Notary)  My Commission Expires 11.4.12



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**RECORDED: 08/30/2011**