

PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Douglas J. Toth	09/09/2011

RECEIVING PARTY DATA

Name:	Huish Divers, LLC
Street Address:	1540 North 2200 West
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84116-4160

PROPERTY NUMBERS Total: 13

Property Type	Number
Patent Number:	5803073
Patent Number:	6463640
Patent Number:	6761163
Patent Number:	7181778
Application Number:	60857101
Application Number:	11811636
Application Number:	11982853
Application Number:	12008458
Patent Number:	7704015
Application Number:	29238632
PCT Number:	US9704027
PCT Number:	US9704102
Patent Number:	D379398

CORRESPONDENCE DATA

501715897

PATENT  
REEL: 027186 FRAME: 0447

OP \$520.00 5803073

Fax Number: (801)537-1799

Email: grimshaw@austin-rapp.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Kyle W. Grimshaw

Address Line 1: 170 South Main Street, Suite 735

Address Line 4: Salt Lake City, UTAH 84101

ATTORNEY DOCKET NUMBER:

3682

NAME OF SUBMITTER:

Kyle W. Grimshaw

Total Attachments: 4

source=AssignmentFromDToHToHuishDivers\_09Sep2011\_3682#page1.tif

source=AssignmentFromDToHToHuishDivers\_09Sep2011\_3682#page2.tif

source=AssignmentFromDToHToHuishDivers\_09Sep2011\_3682#page3.tif

source=AssignmentFromDToHToHuishDivers\_09Sep2011\_3682#page4.tif

## EXHIBIT D

### ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT OF PATENTS is made as of the 9 day of September, 2011, by Douglas J. Toth, an individual, with an address at 523 Via Florida, San Clemente, CA 92677 ("Assignor"), to Huish Divers, LLC, a Delaware limited liability company with an address at 1540 North 2200 West, Salt Lake City, Utah 84116-4160 ("Assignee").

### RECITALS

Assignee and Assignor are parties to an Intellectual Property Purchase Agreement dated as of September 9, 2011 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor certain Intellectual Property Assets (as defined in the Agreement), including, without limitation, the Patent Rights (as defined below). Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order more effectively to assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, 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, to and under the Patent Rights.

### ASSIGNMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey unto Assignee, all of Assignor's right, title and interest in and to the patents and patent applications listed on Schedule 1 and any patents, registrations, or certificates of inventions issuing on such patents and patent applications, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, patent applications and certificates of invention based upon or covering any portion of the foregoing, and all reissues, re-examinations, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing (collectively the "Patent Rights").

Assignor further agrees to and hereby does sell, assign, transfer and convey unto Assignee all rights: (i) in and to causes of action and enforcement rights for the Patent Rights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patent Rights, and (ii) to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patent Rights, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be

granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at no cost or expense to Assignor, at the reasonable request of Assignee and without demanding any further consideration therefor, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance shall include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment of Patent Rights, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as their agents and attorneys-in-fact with full power of substitution to act for and on their behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Patent Rights shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Patent Rights as of the date first above written.

ASSIGNOR

  
\_\_\_\_\_  
Douglas J. Toth

**Schedule 1**

Country	Reg'n No. Grant Date	Appl'n No. Filing Date	Title	Status
US	5,803,073 9-8-1998	08/613,070 3-8-1996	Second stage scuba diving regulator having a pneumatic-dependent anti-set feature	Lapsed for failure to pay maintenance fees. First petition to revive denied. Second petition to revive filed in April 2011.
US	6,463,640 10-15-2002	09/483,145 1-13-2000	Strap connecting buckle	Lapsed for failure to pay maintenance fees. First petition to revive denied. Second petition to revive filed in April 2011.
US	6,761,163 7-13-2004	10/347,608 1-21-2003	Inflator regulator with multiple adapters for connection to different size BC hoses	Lapsed for failure to pay maintenance fees. First petition to revive denied. Second petition to revive filed in April 2011.
US	7,181,778 2-27-2007	11/228,667 9-16-2005	Dive mask having replaceable lenses and frame bonded into a rubber skirt	Registered. Next maintenance fees due in 2014.
US		60/857,101 11-6-2006	Swim fin feel strap having a non-constant geometry spring	Expired.
US		11/811,636 6-9-2007	Diver's buoyancy control device with passive dynamic weight system	Abandoned. First petition to revive denied because no fee was paid.
US		11/982,853 11-5-2007	Electronic compass that is automatically activated and deactivated depending on tilt	Abandoned.
US			Compass	Not filed.
US		12/008,458 1-11-2008	Ratcheting adjustable tank band and buckle assembly for securing gas cylinders to backpacks	Pending. Appeal brief filed in June 2011.
US	7,704,015 4-27-2010	12/077,232 3-17-2008	Expandable air bag construction for protection of an inflatable air cell in a diver's buoyancy compensator	Registered. Next maintenance fees due in 2013.
US		29/238,632 9-19-2005	Dive mask	Abandoned.

US			Dive mask	Not filed.
WO		US97/04027 3-15-1997	Improved breathing regulator apparatus having automatic flow control	Expired.
WO		US97/04102 3-6-1997	An improved second stage scuba diving regulator having a pneumatic-dependent anti-set feature	Expired.
US	D379,398 5-20-1997	29/044,579 9-27-1995	Swim fin	Expired.
DE	69726418 8-26-2004		Improved breathing regulator apparatus having automatic flow control	Lapsed for failure to pay maintenance fees.
EU		EP0901400 3-17-1999	Improved breathing regulator apparatus having automatic flow control	Expired.
DE	69726866 10-28-2004		An improved second stage scuba diving regulator having a pneumatic-dependent anti-set feature	Lapsed for failure to pay maintenance fees.
EU		EP0914174 5-12-1999	An improved second stage scuba diving regulator having a pneumatic-dependent anti-set feature	Expired.