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 Murphy	04/26/2012

RECEIVING PARTY DATA

Name:	Murphys Waves 2012 Limited		
Street Address:	2 Blythswood Square		
City:	Glasgow		
State/Country:	UNITED KINGDOM		
Postal Code:	G24AD		

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12427414

CORRESPONDENCE DATA

Fax Number: (949)732-6501 Phone: 949/732-6500

Email: laipmail@gtlaw.com, ortegare@gtlaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: J. Rick Tache

Address Line 1: 3161 Michelson Drive, Suite 1000
Address Line 2: GREENBERG TRAURIG, LLP
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER: 139356.010000-ASSIGNMENT

NAME OF SUBMITTER: J. Rick Tache

Total Attachments: 10 source=1140_001#page1.tif source=1140_001#page2.tif source=1140_001#page3.tif

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PATENT REEL: 028265 FRAME: 0276

PATENT AND IPR ASSIGNATION

by

DOUGLAS MURPHY, residing at 12 St Kilda Drive, Glasgow G14 9JN (Assignor); in favour of

MURPHYS WAVES 2012 LIMITED. incorporated and registered Scotland with registered number SC422732 whose registered office is at 2 Blythswood Square, Glasgow, G2 4AD (Assignee).

WHEREAS

- (A) The Assignor is the proprietor of the Patent and the Murphy IPR (each as defined below).
- (B) The Assignor has agreed to assign the Patent and the Murphy IPR to the Assignee on the terms set out in this agreement.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Business: the business of Company as carried on at, or at any time prior to, the date of this agreement.

Business Day: a day other than a Saturday, Sunday or public holiday in Scotland when banks in Scotland are open for business.

Claim: means the claim details of which are set out in Part 2 of the Schedule.

Company: MURPHYS WAVES LIMITED, a company incorporated and registered in Scotland with company number SC151411 whose registered office is at Euro House, 423 Hillington Road, Hillington Park, Glasgow G52 4BL.

Improvement: any improvement, enhancement or modification to the technology or articles which are subject of the Patents or the Murphy IPR.

Intellectual Property Rights: means any and all patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights

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to use, and protect the confidentiality of any confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Murphy IPR: any and all Intellectual Property Rights owned by the Assignor in or in relation to the Business.

Patent: the patent, short particulars of which are set out in Part 1 of the Schedule.

Schedule: means the schedule in two (2) parts forming part of this agreement.

- 1.2 Clause and schedule headings shall not affect the interpretation of this agreement.
- 1.3 The Schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedule.
- 1.4 References to clauses and the Schedule are to the clauses and the Schedule of this agreement.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 Writing or written includes faxes but not e-mail.
- 1.9 Any words following the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.10 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

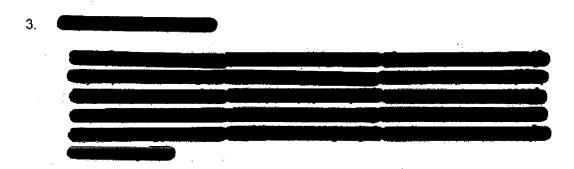
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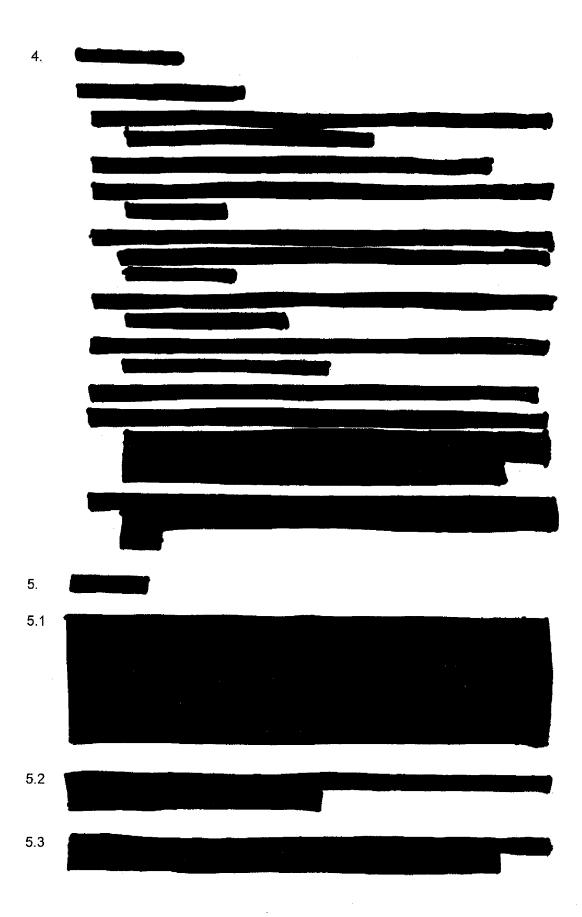
2. ASSIGNATION

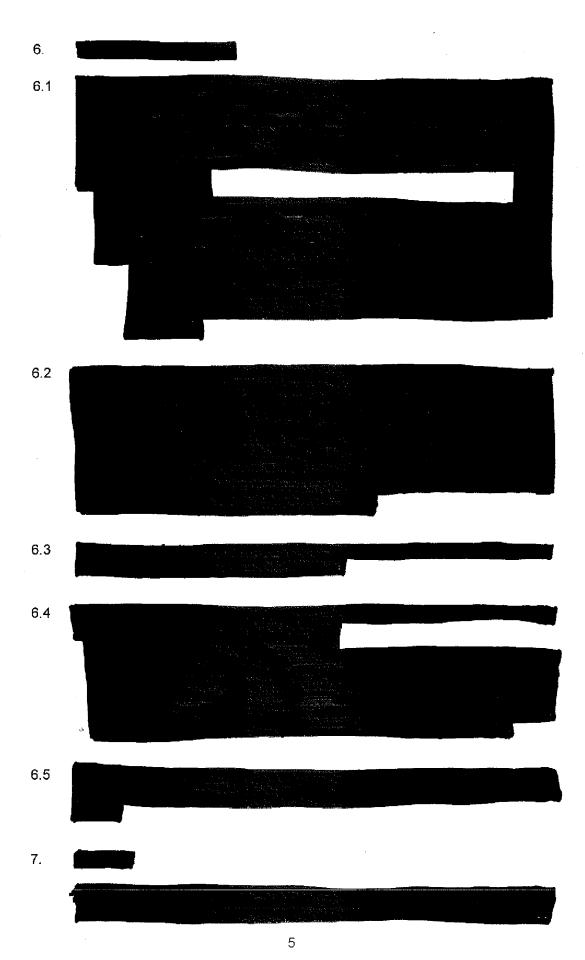
In consideration of the sum of STERLING, the Assignor hereby assigns to the Assignee absolutely all its right, title and interest in and to:

2.1

- 2.2 the Patent, and in and to all and any inventions disclosed in the Patents, including:
 - (a) in respect of any application in the Patent:
 - (i) the right to claim priority from and to prosecute and obtain grant of patent; and
 - the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;
 - (b) in respect of each and any invention disclosed in the Patent, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
 - (c) the right to extend to or register in or in respect of any country or territory in the world the Patent, and any of the applications comprised in the Patent or filed as aforesaid, and to extend to or register in, or in respect of, any country or territory in the world any patent or like protection granted on any of such applications.
 - (d). the absolute entitlement to any patents granted pursuant to any of the applications comprised in the Patent or filed as aforesaid; and
 - (e) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of the Patent or any patent granted on any of the applications in the Patents or filed as aforesaid, whether occurring before on or after the date of this agreement.







PATENT REEL: 028265 FRAME: 0281



8. ENTIRE AGREEMENT

- 8.1 This agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 8.2 Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement.
- 8.3 Nothing in this clause shall limit or exclude any liability for fraud.

9. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10. SEVERANCE

- 10.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.
- 10.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

11. NOTICES

11.1 Any notice required to be given under this agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery, by commercial courier or (if the notice is to be served by post outside the country from which it is sent) by airmail, to each party required to receive the notice as set out below:

- (a) Assignor: Douglas Murphy of 12 St Kilda Drive, Glasgow G14 9JN
- (b) Assignee: MURPHYS WAVES 2012 LIMITED, incorporated and registered in Scotland with registered number SC422732 whose registered office is at 2 Blythswood Square, Glasgow, G2 4AD

or as otherwise specified by the relevant party by notice in writing to each other party.

- 11.2 Any notice shall be deemed to have been duly received:
 - (a) if delivered personally, when left at the address and for the contact referred to in this clause;
 - (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting;
 - (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or
 - (d) if sent by airmail, at 9.00 am on the fifth Business Day after posting.
- 11.3 A notice required to be given under this agreement shall not be validly given if sent by e-mail.
- 11.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

12. GOVERNING LAW AND JURISDICTION

- 12.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland.
- 12.2 The parties irrevocably agree that the Scottish Courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF, these presents, consisting of this and the preceding [6] pages, together with the Schedule in two (2) parts, are executed by the parties hereto as follows:

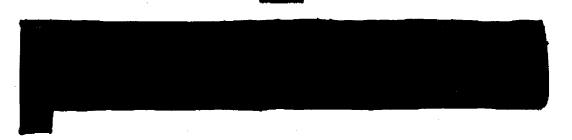
For Douglas Murphy MRDO	Antiba
signature of witness	signature of Douglas Murphy
MONICA ROSS	
full name of witness (print) 2 BYDWWOOD SQUWE	26/4/12
61 Wayo U	date of signing
62 9AD	GLAOGOW
address of witness	place of signing
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For Murphys Waves\Limited	
men	2 Calle
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MONICA ROSS	GEOFFREY P CHUTTER
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MONICA ROSS full name of above (print) 2 BUHNOWOOD SQUAR	The state of the s
	full name of above (print)
	full name of above (print) 26/4/12
	full name of above (print) 26/4/12 date of signing

This is the Schedule in two (2) parts to the Patent Assignation entered into between Douglas Murphy and Murphys Waves Limited on $\underline{26}$ April 2012.

Part 1 Patent

Publication Application Date filed Date gr		Date gran	ted	Title	
no	no				
US 8,088,	016 12/427,414	April 21, 2009	January	3,	Half-pipe
B2	a. to the control of	•	2012		water ride

Part 2



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PATENT REEL: 028265 FRAME: 0286