

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Douglas Murphy</td> <td>04/26/2012</td> </tr> </tbody> </table>		Name	Execution Date	Douglas Murphy	04/26/2012						
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Douglas Murphy	04/26/2012										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Murphys Waves 2012 Limited</td> </tr> <tr> <td>Street Address:</td> <td>2 Blythswood Square</td> </tr> <tr> <td>City:</td> <td>Glasgow</td> </tr> <tr> <td>State/Country:</td> <td>UNITED KINGDOM</td> </tr> <tr> <td>Postal Code:</td> <td>G24AD</td> </tr> </table>		Name:	Murphys Waves 2012 Limited	Street Address:	2 Blythswood Square	City:	Glasgow	State/Country:	UNITED KINGDOM	Postal Code:	G24AD
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PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12427414</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12427414						
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CORRESPONDENCE DATA											
Fax Number:	(949)732-6501										
Phone:	949/732-6500										
Email:	laipmail@gtlaw.com, ortegare@gtlaw.com										
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>											
Correspondent Name:	J. Rick Tache										
Address Line 1:	3161 Michelson Drive, Suite 1000										
Address Line 2:	GREENBERG TRAUIG, LLP										
Address Line 4:	Irvine, CALIFORNIA 92612										
ATTORNEY DOCKET NUMBER:	139356.010000-ASSIGNMENT										
NAME OF SUBMITTER:	J. Rick Tache										
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## 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 in 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

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).

2. **ASSIGNATION**

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

2.1 [REDACTED]

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
  - (ii) 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.

3. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4.

[REDACTED]

5.

[REDACTED]

5.1

[REDACTED]

5.2

[REDACTED]

5.3

[REDACTED]

6.

[REDACTED]

6.1

[REDACTED]

6.2

[REDACTED]

6.3

[REDACTED]

6.4

[REDACTED]

6.5

[REDACTED]

7.

[REDACTED]

[REDACTED]



**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

M Ross  
signature of witness  
MONICA ROSS  
full name of witness (print)  
2 Blythwood Square  
Glasgow  
G2 4AD  
address of witness

[Signature]  
signature of Douglas Murphy  
26/4/12  
date of signing  
Glasgow  
place of signing

DM  
2012 CW

For Murphys Waves Limited

M Ross  
signature of  
director/secretary/authorised  
signatory/witness  
MONICA ROSS  
full name of above (print)  
2 Blythwood Square  
Glasgow  
G2 4AD  
address of witness

[Signature]  
signature of  
director/secretary/authorised signatory  
GEOFFREY P CHUTTER  
full name of above (print)  
26/4/12  
date of signing  
Glasgow  
place of signing

This is the Schedule in two (2) parts to the Patent Assignment entered into between Douglas Murphy and Murphys Waves Limited on 26 April 2012.

**Part 1  
Patent**

<b>Publication no</b>	<b>Application no</b>	<b>Date filed</b>	<b>Date granted</b>	<b>Title</b>
US 8,088,016 B2	12/427,414	April 21, 2009	January 3, 2012	Half-pipe water ride

Part 2

