

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Swimways Corporation	05/08/2001
RECEIVING PARTY DATA	
Name:	Gray Matter Holdings, LLC
Street Address:	720 South Montford Avenue
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21224
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13328779
CORRESPONDENCE DATA	
Fax Number:	2028427899
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
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Address Line 2:	Suite 1100, ATTN: Patent Group
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001-2421
ATTORNEY DOCKET NUMBER:	SWIM-010/08US 301393-2297
NAME OF SUBMITTER:	Margaret S. Fiscofer
Total Attachments: 2 source=SWIM-010-08US-Assign2#page1.tif source=SWIM-010-08US-Assign2#page2.tif	

CH \$40.00 13328779

Attorney Docket No:

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**ASSIGNMENT OF PATENT RIGHTS  
(Company to Company)**

Swimways Corp., a corporation duly organized under and pursuant to the laws of Virginia, and having its principal place of business at 5816 Ward Court, Virginia Beach, Virginia 23455 (herein referred to as "Assignor"), owns the entire right, title and interest in and to invention(s) relating to certain new and useful improvements set forth in:

Patent Application(s)

Application Serial No.: 09/772,739

File Date: January 30, 2001

Assignment Recordation Date: NA

Reel/Frame No.: NA

Title: Collapsible Flotation Device

WHEREAS, Gray Matter Holdings, LLC, a limited liability corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 720 South Montford Avenue, Baltimore, Maryland 21224 (herein referred to as "Assignee"), is desirous of acquiring the entire right, title, and interest in and to said invention(s), the right to file applications on said invention(s) and the entire right, title and interest in and to any applications, including provisional applications, for Letters Patent of the United States or other countries claiming priority to said applications, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned invention(s), the right to file applications on said invention(s) and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the Paris Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the invention(s) set forth in said Letters Patent(s) and in said applications and said Letters Patent(s) and said applications, including provisional applications, above-mentioned,

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REEL: 028799 FRAME: 0729

and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s) or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said invention(s) in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention(s), without charge to the Assignee, its successors, legal representatives, and assigns, but also at no cost and expense to the Assignor, its successors, legal representatives, and assigns;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee, as the Assignee of said invention(s) and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: May 8, 2001

By: David A. Arias  
Name: David A. Arias  
Title: Vice President Sales & Marketing  
Company: Swimways Corp.

COMMONWEALTH OF VIRGINIA  
CITY OF VIRGINIA BEACH, to-wit:

The preceding Assignment was acknowledged before me this 7<sup>th</sup> day of May, 2001, by David A. Arias, Vice President of Swimways Corp., on behalf of same.

Jennifer Burns  
Notary Public

My commission expires: 3/31/03  
[SEAL]

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