

PATENT ASSIGNMENT

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 Stylesheet Version v1.1

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>180s, Inc.</td> <td>12/09/2003</td> </tr> </tbody> </table>		Name	Execution Date	180s, Inc.	12/09/2003						
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180s, Inc.	12/09/2003										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Kelsyus, LLC</td> </tr> <tr> <td>Street Address:</td> <td>5816 Ward Court</td> </tr> <tr> <td>City:</td> <td>Virginia Beach</td> </tr> <tr> <td>State/Country:</td> <td>VIRGINIA</td> </tr> <tr> <td>Postal Code:</td> <td>23455</td> </tr> </table>		Name:	Kelsyus, LLC	Street Address:	5816 Ward Court	City:	Virginia Beach	State/Country:	VIRGINIA	Postal Code:	23455
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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>13328779</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13328779						
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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 4:	Washington, DISTRICT OF COLUMBIA 20001-2421										
ATTORNEY DOCKET NUMBER:	SWIM-010/08US 301393-2297										
NAME OF SUBMITTER:	Margaret S. Fiscofer										
<p>Total Attachments: 6</p> <p>source=SWIM-010-08US-Assign4#page1.tif source=SWIM-010-08US-Assign4#page2.tif source=SWIM-010-08US-Assign4#page3.tif source=SWIM-010-08US-Assign4#page4.tif source=SWIM-010-08US-Assign4#page5.tif source=SWIM-010-08US-Assign4#page6.tif</p>											

CH \$40.00 13328779

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

180s, Inc., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 720 South Montford Ave., Baltimore, Maryland 21224 (herein referred to as "Assignor"), owns the entire right, title and interest in and to the invention(s) relating to certain new and useful improvements as set forth in the patents and/or patent applications identified in Schedules A and B;

WHEREAS, KELSYUS, LLC, a limited liability 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 (hereinafter referred to as "Assignee"), is desirous of acquiring the entire right, title, and interest in and to said invention(s), said patents and/or patent applications, the right to file application 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, 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 an to any and all applications claiming priority to said applications, all divisions, continuations, and continuations-in-part of said applications, confirmations, reexaminations, reissues, and extensions of said Letters Patent or Patents, and all rights under the Paris Convention for the Protection of Industrial Property, 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, 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, all divisions, continuations, and continuations-in-part of said applications, confirmations, reexaminations, 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 has this sale and assignment not been made, together with all claims for damages by reason of past, present, or future infringement of said invention(s), patents, and/or patent applications with the right to sue for and collect the same for its own use and for the use of its successors, legal representatives, and assigns;

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, 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 that the undersigned is empowered to sign this Assignment on behalf of the Assignor;

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 extensions 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.

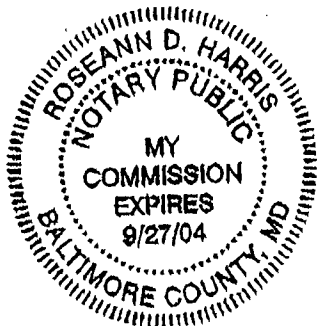
Date: December 9, 2003

By: _____

Name: Iwan E. LeBete
Title: Co-CEO
Assignor: 180s, Inc.

STATE OF Maryland, COUNTY OF Baltimore, TO WIT:

On this 9th day of December, 2003, before me appeared Iwan E. LeBete being duly authorized, who signed this Assignment on behalf of 180s, Inc.



Roseann D. Harris
Notary Public

Schedule A

Patents and Patent Applications

Application No. Filing Date Patent No. Issue Date	Title	Reel / Frame Assignment Information
09/229,966 January 14, 1999	Collapsible Frame	Inventors to Gray Matter Holdings (9710/0308); Gray Matter Holdings to 180s, Inc. (014133/0840)
09/229,968 January 14, 1999	Towel-Mat with a Frame Member and Removably Attached Membranes	Inventors to Gray Matter Holdings (9710/0282); Gray Matter Holdings to 180s, Inc. (014133/0840)
09/533,963 August 15, 2000 U.S. Pat. 6,343,391 B1 February 5, 2002	Towel-Mat with a Frame Member and Removably Attached Membranes	Inventors to Gray Matter Holdings (011663/0518); Gray Matter Holdings to 180s, Inc. (014108/0182)
29/137,269 February 6, 2001 U.S. Pat. D449,193 S October 16, 2001	Mat with Pillow	Inventors to Gray Matter Holdings (011629/0310); Gray Matter Holdings to 180s, Inc. (014108/0182)
29/136,638 February 6, 2001	Mat with Pillow and Body Portion	Inventors to Gray Matter Holdings (011530/0117); Gray Matter Holdings to 180s, Inc. (014133/0840)
29/136,636 February 6, 2001 U.S. Pat. D447,661 S September 11, 2001	Mat with Inflatable Pillow	Inventors to Gray Matter Holdings (011574/0683); Gray Matter Holdings to 180s, Inc. (014108/0182)
09/390,317 September 7, 1999	Towel-Mat with a Frame Member and Removably Attached Membranes	Inventors to Gray Matter Holdings (014148/0949); Gray Matter Holdings to 180s, Inc. (014133/0840)
29/105,623 May 27, 1999 U.S. Pat. D426,415 June 13, 2000	Towel with Pillow	Inventors to Gray Matter Holdings (009994/0379); Gray Matter Holdings to 180s, Inc. (014108/0182)
29/143,346 June 13, 2001 U.S. Pat. D459,934 S July 9, 2002	Mat with Pillow and Body Portion	Inventors to Gray Matter Holdings (011904/0712); Gray Matter Holdings to 180s, Inc. (014108/0163)
29/146,610 August 14, 2001 U.S. Pat. D463,700 S October 1, 2002	Collapsible Mat with Pillow Portion and Body Portion	Inventors to Gray Matter Holdings (012086/0608); Gray Matter Holdings to 180s, Inc. (014108/0163)

10/043,279 January 14, 2002 U.S. Pat. 6,634,040 B2 October 21, 2003	Towel-Mat with a Frame Member and Removably Attached Membranes	Inventors to Gray Matter Holdings (013479/0042); Gray Matter Holdings to 180s, Inc. (014108/0163)
10/635,454 August 7, 2003	Towel-Mat with a Frame Member and Removably Attached Membranes	Inventors to Gray Matter Holdings (Filed 8/7/03); Gray Matter Holdings to 180s, Inc. (014108/0163)
09/081,134 May 19, 1998 U.S. Pat. 6,170,100 B1 January 9, 2001	Self Opening Towel	Inventors to Gray Matter Holdings (9204/0238); Gray Matter Holdings to 180s, Inc. (014108/0166)
09/797,948 March 5, 2001	Collapsible Support and Methods of Using the Same	Inventors to Gray Matter Holdings (011866/0888); Gray Matter Holdings to 180s, Inc. (014108/0166)
10/233,784 September 4, 2002	Collapsible Support and Methods of Using the Same	Inventors to Gray Matter Holdings (013629/0397); Gray Matter Holdings to 180s, Inc. (014108/0166)
10/367,796 February 19, 2003	Collapsible Support and Methods of Using the Same	Inventors to Gray Matter Holdings (013776/0811); Gray Matter Holdings to 180s, Inc. (014108/0166)
09/764,059 January 19, 2001 U.S. Pat. 6,595,227 B2 July 22, 2003	Self-Opening Shades and Methods of Using the Same	Inventors to Gray Matter Holdings (011773/0232); Gray Matter Holdings to 180s, Inc. (014108/0169)
10/621,582 July 18, 2003	Self-Opening Enclosure	Inventors to Gray Matter Holdings (Filed 7/18/03); Gray Matter Holdings to 180s, Inc. (014108/0169)
09/632,946 August 4, 2000 U.S. Pat. 6,478,038 B1 November 12, 2002	Collapsible Shade for a Towel Mat	Inventors to Gray Matter Holdings (011017/0203); Gray Matter Holdings to 180s, Inc. (014108/0169)
60/238,988 October 10, 2000	Collapsible Floatation Device	Assignments not recorded at the PTO
09/772,739 January 30, 2001 U.S. Pat. 6,485,344 B2 November 26, 2002	Collapsible Floatation Device	Inventor to Swimways (013986/0294); Swimways to Gray Matter Holdings (011805/0463); Gray Matter Holdings to 180s, Inc. (014108/0198)
10/295,906 November 18, 2002	Collapsible Floatation Device	Inventor to Swimways (014037/0719); Swimways to Gray Matter Holdings (Filed 10/22/03); Gray Matter Holdings to 180s, Inc. (014108/0198)
09/907,442 July 18, 2001 U.S. Pat. 6,519,793 B2 February 18, 2003	Collapsible Mat with Removable Portion and Method of Making Same	Inventors to Gray Matter Holdings (012187/0800); Gray Matter Holdings to 180s, Inc. (014108/0198)

29/148,164 September 17, 2001 U.S. Pat. D458,792 S June 18, 2002	Mat with Body Portion	Inventors to Gray Matter Holdings (012176/0810); Gray Matter Holdings to 180s, Inc. (014108/0198)
10/358,303 February 5, 2003	Mat with Body Portion	Inventors to Gray Matter Holdings (013743/0171); Gray Matter Holdings to 180s, Inc. (014108/0198)
29/148,142 September 17, 2001 U.S. Pat. D459,135 S June 25, 2002	Mat with Pillow Portion and Body Portion	Inventors to Gray Matter Holdings (012175/0498); Gray Matter Holdings to 180s, Inc. (014108/0195)
29/094,618 October 6, 1998 U.S. Pat. D425,357 May 23, 2000	Seat Liner	Inventors to Gray Matter Holdings (9517/0936); Gray Matter Holdings to 180s, Inc. (014108/0195)
10/368,492 February 21, 2003	Valve for Inflatable Article	Inventors to Gray Matter Holdings (013794/0620); Gray Matter Holdings to 180s, Inc. (014108/0195)
10/414,496 April 16, 2003	Support and Method of Using the Same	Inventors to 180s, Inc. (Filed 11/13/03)
10/370,082 February 21, 2003	Collapsible Floatation Device Having Support Member	Inventors to Gray Matter Holdings (Filed 6/9/03); Gray Matter Holdings to 180s, Inc. (014108/0195)
10/029,421 December 21, 2001 U.S. Pat. 6,644,475 B2 November 11, 2003	Multi-Purpose Bag	Inventors to Gray Matter Holdings (013068/0316); Gray Matter Holdings to 180s, Inc. (Filed 11/03)

Schedule B

Non-U.S. Patents and Patent Applications

Country	Application No. Filing Date Patent No. Issue Date	Title
Bahamas	1202 January 14, 2000 Bahamas Pat. 1202 January 14, 2000	Towel-Mat with a Frame Member and Removably Attached Membranes
PCT	PCT/US99/05733 March 16, 1999	Towel-Mat with a Frame Member and Removably Attached Membranes
Europe	EP 99913905.8 December 8, 2000 EP Pat. 1079718 July 9, 2003	Self Opening Towel
Germany	29924057 March 16, 1999 29924057 September 27, 2001	Self Opening Towel
Japan	2000-549123 November 20, 2000	Towel-Mat with a Frame Member and Removably Attached Membranes
Australia	2002254119 September 1, 2003	Collapsible Support and Methods of Using the Same
Canada	TBD September 3, 2003	Collapsible Support and Methods of Using the Same
Europe	02723334.5 September 4, 2003	Collapsible Support and Methods of Using the Same
PCT	PCT/US02/06695 March 5, 2002	Collapsible Support and Methods of Using the Same
PCT	PCT/US03/27441 September 4, 2003	Collapsible Support and Methods of Using the Same
Australia	2001278202 January 31, 2003	Collapsible Shade for a Mat
Brazil	PI0112938-4 January 31, 2003	Collapsible Shade for a Mat
Europe	01956175.2 February 2, 2003	Collapsible Shade for a Mat
PCT	PCT/US01/41556 August 3, 2001	Collapsible Shade for a Mat