

## 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>Daniel L. GASPER</td> <td>10/16/2012</td> </tr> <tr> <td>Adam A. McCALL</td> <td>10/12/2012</td> </tr> </tbody> </table>		Name	Execution Date	Daniel L. GASPER	10/16/2012	Adam A. McCALL	10/12/2012				
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Daniel L. GASPER	10/16/2012										
Adam A. McCALL	10/12/2012										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Malibu Boats LLC</td> </tr> <tr> <td>Street Address:</td> <td>5075 Kimberly Way</td> </tr> <tr> <td>City:</td> <td>Loudon</td> </tr> <tr> <td>State/Country:</td> <td>TENNESSEE</td> </tr> <tr> <td>Postal Code:</td> <td>37774</td> </tr> </table>		Name:	Malibu Boats LLC	Street Address:	5075 Kimberly Way	City:	Loudon	State/Country:	TENNESSEE	Postal Code:	37774
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PROPERTY NUMBERS Total: 1											
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CORRESPONDENCE DATA											
<p>Fax Number: 4154421001  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 415-442-1000        Email: mgarrigan@MORGANLEWIS.COM        Correspondent Name: MORGAN, LEWIS &amp; BOCKIUS, LLP (SF)        Address Line 1: ONE MARKET SPEAR STREET TOWER        Address Line 4: SAN FRANCISCO, CALIFORNIA 94105</p>											
ATTORNEY DOCKET NUMBER:	067575-5013-US										
NAME OF SUBMITTER:	Melissa B. Garrigan										
<p>Total Attachments: 4        source=0675755013US_AssignmentGasper#page1.tif        source=0675755013US_AssignmentGasper#page2.tif        source=0675755013US_AssignmentMcCall#page1.tif        source=0675755013US_AssignmentMcCall#page2.tif</p>											

CH \$40.00 13545969

PATENT

## ASSIGNMENT

WHEREAS, the undersigned, (1) Daniel L. GASPER, resident of Atwater, California, and (2) Adam A. McCALL, resident of \_\_\_\_\_, Tennessee (hereinafter termed "Inventors"), have invented certain new and useful improvements in SURF WAKE SYSTEM FOR A WATERCRAFT and executed therefore an application for Letters Patent of the United States bearing U.S. Patent Application No. 13/545,969 and filed on July 10, 2012.

WHEREAS, Malibu Boats LLC, a corporation of the State of Delaware, having a place of business at 5075 Kimberly Way, Loudon, Tennessee, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his or her respective heirs, legal representatives and assigns.

4. Said Inventors hereby warrant and represent that he or she has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee as follows:

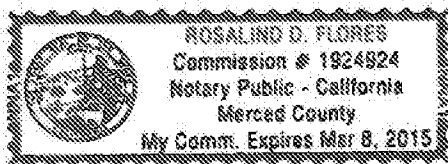
(1) Daniel L. GASPER

Date: 10-16-12

State of California,  
County of Merced ) SS.

On Oct. 16, 2012, before me, Rosalind Flores, Notary Public, personally appeared Daniel L. GASPER, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Rosalind D. Flores  
Signature of Notary Public

(2) Adam A. McCALL

Date: \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS.

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared Adam A. McCALL, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Tennessee that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

## ASSIGNMENT

WHEREAS, the undersigned, (1) Daniel L. GASPER, resident of \_\_\_\_\_, California, and (2) Adam A. McCALL, resident of GREENBACK, Tennessee (hereinafter termed "Inventors"), have invented certain new and useful improvements in SURF WAKE SYSTEM FOR A WATERCRAFT and executed therefore an application for Letters Patent of the United States bearing U.S. Patent Application No. 13/545,969 and filed on July 10, 2012.

WHEREAS, Malibu Boats LLC, a corporation of the State of Delaware, having a place of business at 5075 Kimberly Way, Loudon, Tennessee, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his or her respective heirs, legal representatives and assigns.

PATENT

Application No. 13/545,969  
Attorney Docket No. 067575-5013-US

4. Said Inventors hereby warrant and represent that he or she has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee as follows:

(1) Daniel L. GASPER

Date: \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS.

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared Daniel L. GASPER, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.  
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(2) Adam A. McCALL

Date: 10/12/12

State of TENNESSEE )  
County of LOUDON ) SS.

On 10-12-12, before me, Angela D. Houghton, Notary Public, personally appeared Adam A. McCALL, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.  
I certify under PENALTY OF PERJURY under the laws of the State of Tennessee that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Angela D. Houghton  
Signature of Notary Public

