

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT4160283

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SWIMWAYS CORPORATION	11/14/2006
RECEIVING PARTY DATA		
Name:	JON A. WARNER	
Street Address:	606 COWLES ROAD	
City:	SANTA BARBARA	
State/Country:	CALIFORNIA	
Postal Code:	93108	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	11435286
CORRESPONDENCE DATA		
Fax Number:	(202)842-7899	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	7034568000	
Email:	rphelan@cooley.com, jscott@cooley.com	
Correspondent Name:	COOLEY LLP	
Address Line 1:	1299 PENNSYLVANIA AVENUE	
Address Line 2:	SUITE 700 ATTN: PATENT GROUP	
Address Line 4:	WASHINGTON, D.C. 20004	
ATTORNEY DOCKET NUMBER:	SWIM-032/00US 301393-2149	
NAME OF SUBMITTER:	NANCY A. VASHAW	
SIGNATURE:	/Nancy A. Vashaw/	
DATE SIGNED:	11/29/2016	
Total Attachments: 3		
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source=SWIM-032-00US_CompanyAssignment#page3.tif		

Attorney Docket No: SWIM-032/00US

PATENT

ASSIGNMENT OF PATENT RIGHTS
(Company to Individual)

Swimways Corporation, a corporation duly organized under and pursuant to the laws of the Commonwealth of Virginia, and having its principal place of business at 5816 Ward Court, Virginia Beach, Virginia 23455 (herein referred to as "Assignor") owns an interest in any Letters Patent(s) ("said patent(s)") and any Patent application(s) ("said application(s)") set forth below, as well as any invention(s) ("said invention(s)") disclosed in said application(s) and said patent(s).

Letters Patent(s)

Patent No.:

Issue Date:

Assignment Recordation Date:

Reel/Frame No.:

Title:

Patent Application(s)

Application Serial No.: 11/435,286

File Date: May 17, 2006

Assignment Recordation Date:

Reel/Frame No.:

Title:

WHEREAS, Jon A. Warner, residing at 606 Cowles Road, Santa Barbara, California 93108 (herein referred to as "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, 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 Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);

PATENT
REEL: 040450 FRAME: 0460

- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part;
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are 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, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD KRONISH L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 11/14/06 Signature: [Signature]
Name: Anthony Vittone
Title: Vice President & General Counsel
Company: Swimways Corp.

State of Virginia)
County of Virginia Beach ss.
On 11/14/06 before me, Joan M. Graci, Notary Public,
personally appeared Anthony Vittone, personally known to me or
proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Joan M. Graci
Signature of Notary Public

My Commission Expires: July 31, 2008 Place Notary Seal Above