505131169 10/08/2018

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5177931

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date	
RICHARD L. HARTMAN	08/20/2015	

RECEIVING PARTY DATA

Name:	SKIER'S CHOICE, INC.		
Street Address:	1717 HENRY G. LANE STREET		
City:	MARYVILLE		
State/Country:	TENNESSEE		
Postal Code:	37801		

PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	16154400	

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	32855.00041
NAME OF SUBMITTER:	WILLIAM D. HALL
SIGNATURE:	/William D. Hall/
DATE SIGNED:	10/08/2018

Total Attachments: 5

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> PATENT REEL: 047095 FRAME: 0728

505131169

PATENT ASSIGNMENT

- This PATENT ASSIGNMENT ("Patent Assignment"), dated as of Aways, 20, 2015, is made by RICHARD L. HARTMAN, an individual ("Hartman"), and WAKETOUCH, LLC, an Idaho limited liability company ("Waketouch," and together with Hartman, "Seller"), in favor of Skier's Choice, Inc. ("Buyer"), an Oklahoma corporation, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement dated as of August 11, 2015 by and among Richard L. Hartman, Waketouch, LLC, and Skier's Choice, Inc. (the "Asset Purchase Agreement").
- 1. <u>Assignment.</u> For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned Patents"):
- (a) the patents and applications set forth in Schedule 1 hereto and all divisions, continuations, continuations-in-part filed after execution of this Patent Assignment, issuances, reissues, extensions, reexaminations and renewals thereof (the "Patents");
- (b) all rights of any kind whatsoever of Seller accruing under any of the Patents provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all ioyalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Patents; and
- (d) any and all claims and causes of action with respect to any of the Patents, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Patents to Buyer, or any assignee or successor thereto.

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- 3. Terms of the Settlement and Asset Purchase Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Patents. The representations, warranties, covenants, agreements, limitations on liability, exceptions and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
- Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.
- Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Seller has duly executed and delivered this Patent Assignment as of the date first above written.

SELLER:

RICHARD L. HARTMAN

This instrument was acknowledged before me on August 20, 2015, by Richard L. Hartman, known to me to be the person whose name is subscribed here to and who executed the foregoing instrument and has the authority to execute this Patent Assignment.

My Commission Expires: December 8, 2018

Commission # Cart Lie No 151484

IN WITNESS WHEREOF, Seller has duly executed and delivered this Patent Assignment as of the date first above written.

SELLER:

WAKETOUCH, LLC

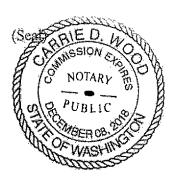
Name: Richard L. Hartman

Title: MEMBER

STATE OF Washington)
COUNTY OF Spokane)

SS

This instrument was acknowledged before me on August ZD, 2015, by Richard Mactorn, known to me to be the person whose name is subscribed hereto and who executed the foregoing instrument, and who acknowledged to me that he/she is the Member of Waketouch, LLC and has the authority to execute this Patent Assignment on behalf of Waketouch, LLC.



My Commission Expires: December 8, 2018
Commission # Cert Lic No 151484

the date first above written. BUYER: SKIER'S CHOICE, INC. Title: STATE OF TEXNESSEC)
COUNTY OF BLOUNT) SS: This instrument acknowledged before me on BRADFORD DEVANG, known to me to be the person whose name is subscribed hereto and who executed the foregoing instrument, and who acknowledged to me that he/she is the OEO of Skier's Choice, Inc. and has the authority to execute this Patent Assignment on

My Commission Expires:

Commission#

behalf of Skier's Choice, Inc.

(Seal)

IN WITNESS WHEREOF, Buyer has duly executed and delivered this Patent Assignment as of

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SCHEDULE 1

ASSIGNED PATENTS

U.S. Patents/Applications

RECORDED: 10/08/2018

Title	Serial No.	Patent No.	Priority Date	Date Filed	Date Issued	Case Status
WAKEBOAT HULL CONTROL SYSTEMS AND METHODS	13/543,686	8,798,825	7/6/2012	7/6/2012	8/5/2014	Issued
WAKEBOAT HULL CONTROL SYSTEMS AND METHODS	13/543,659	N/A	7/6/2012	7/6/2012	N/A	Pending
WAKEBOAT HULL CONTROL SYSTEMS AND METHODS (continuation-in-part of U.S. patent application Ser. No. 14/450,828)	14/658,980	N/A	7/6/2012	3/16/2015	N/A	Pending
WAKEBOAT DRAFT SENSOR AND METHODS	62/201,030	N/A	N/A	8/4/2015	N/A	Pending ,

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PATENT REEL: 047095 FRAME: 0733