

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5684762

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	WAKETOUCH, LLC	07/25/2019
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: 2		
Property Type	Number	
Application Number:	15296621	
Patent Number:	9499242	
CORRESPONDENCE DATA		
Fax Number:	(405)235-0439	
<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:	405-235-9621	
Email:	tiffany.butler@mcafeetaft.com	
Correspondent Name:	MCAFEE & TAFT	
Address Line 1:	211 N. ROBINSON	
Address Line 2:	TENTH FLOOR, TWO LEADERSHIP SQUARE	
Address Line 4:	OKLAHOMA CITY, OKLAHOMA 73102	
ATTORNEY DOCKET NUMBER:	32855.00048	
NAME OF SUBMITTER:	MICHAEL J. LABRIE	
SIGNATURE:	/Michael J. LaBrie/	
DATE SIGNED:	08/23/2019	
Total Attachments: 8		
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PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("**Patent Assignment**"), dated as of July 26, 2019, 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 July 15, 2019 by and among Richard L. Hartman, Waketouch, LLC, and Skier's Choice, Inc. (the "**Asset Purchase Agreement**").

1. Assignment. 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 I 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 royalties, 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.

2. 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.

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.

4. 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.

5. 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.

[SIGNATURE PAGES FOLLOW]

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

SELLER:

RICHARD L. HARTMAN

Date: 25 JULY 2019

By: *Richard L. Hartman*

Richard L. Hartman

STATE OF _____)

COUNTY OF _____)

ss:

This instrument was acknowledged before me on _____ 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.

(Seal)

*See attached
certificate*

Notary Public

My Commission Expires: _____

Commission # _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Luis Obispo

On 25 July 2019

Date

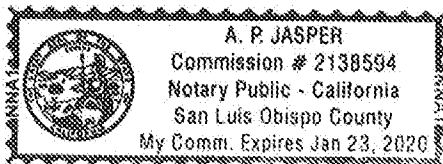
before me, A.P. Jasper, Notary Public

Here Insert Name and Title of the Officer

personally appeared Richard L. Hartman

Name(s) of Signer(s)

who 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.



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

A.P. Jasper

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

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

SELLER:

WAKETOUCH, LLC

Date: 25 JULY 2019

By: [Signature]

Name: RICHARD L. HAMM

Title: Member

STATE OF _____)

COUNTY OF _____)

ss:

This instrument was acknowledged before me on _____ by _____, 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 _____ of Waketouch, LLC and has the authority to execute this Patent Assignment on behalf of Waketouch, LLC.

(Seal)

*See attached
certificate*

Notary Public

My Commission Expires: _____

Commission # _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

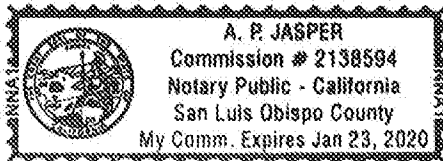
State of California

County of San Luis Obispo

On 26 July 2019 before me, AP Jasper, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Richard L. Hartman
Name(s) of Signer(s)

who 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.



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 AP Jasper
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer -- Title(s): _____

☐ Partner -- ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer -- Title(s): _____

☐ Partner -- ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

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

BUYER:

SKIER'S CHOICE, INC.

Date: July 26, 2019

By: Bruce Danning
Name: Bruce Danning
Title: President

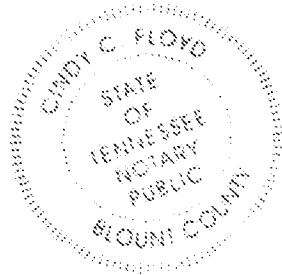
STATE OF TN)

ss:

COUNTY OF BLOUNT)

This instrument was acknowledged before me on July 26, 2019 by Bruce Danning, 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 President of Skier's Choice, Inc. and has the authority to execute this Patent Assignment on behalf of Skier's Choice, Inc.

(Seal)



[Signature]
Notary Public

My Commission Expires: 03-30-22

Commission # 1210

SCHEDULE 1

ASSIGNED PATENTS

Title	Serial No.	Patent No.	Priority Date	Date Filed	Date Issued	Case Status
WAKEBOAT HULL CONTROL SYSTEMS AND METHODS	14/450,828	9,499,242	7/6/2012	8/4/2014	11/22/2016	Issued
WAKEBOAT HULL CONTROL SYSTEMS AND METHODS	15/296,621	N/A	7/6/2012	10/18/2016	N/A	Pending