

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6051627

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	CORRECTION BY DECLARATION
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
WIDE EYES MARKETING LTD.	03/28/2017
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<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	V2V 5L1
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	7046440
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(807)345-3902
<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>	
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<b>Correspondent Name:</b>	WIDE EYES MARKETING LTD.
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<b>Address Line 4:</b>	MISSION, CANADA V2V 5L1
<b>NAME OF SUBMITTER:</b>	PIETRO (PETER) P.A. SGROMO
<b>SIGNATURE:</b>	//PPASGROMO//
<b>DATE SIGNED:</b>	04/08/2020
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 34</b>	
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**UNITED STATES PATENT AND TRADEMARK OFFICE**

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DECLARATION OF PIETRO PASQUALE ANTONIO SGROMO (A/K/A  
PETER ANTHONY SGROMO) ISO OF UNLAWFUL AND FRAUDULENT  
ASSIGNMENT OF UNITED STATES PATENT NO.: 7,046,440—  
"3-D VISION SYSTEM FOR SWIMMING POOLS"

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I Pietro Pasquale Antonio Sgromo (a/k/a Peter Anthony Sgromo) of the district of Mission in the Province of British Columbia (B.C.) Canada, DECLARE AND DO SAY:

1. On or about December 2010, I on behalf of my British Columbia Canada Company, Wide Eyes Marketing Ltd. ("WEM") "acquire[d] the entire right, title and interest and to the invention, including without limitation the Patent"— United States Patent No. 7,046,440, entitles 3-D Vision System for Swimming Pools (the "'440 Patent"). See Exhibit 1.

2. The validity and ownership of the '440 Patent was confirmed on December 17, 2012 in Case 2:11-cv-03046-SJO-AGR. The AO 120 filed by the LA District Court with the USPTO is attached as Exhibit 2.

3. On or about May 7, 2013 I, on behalf of WEM entered into a License Agreement (the "'440 License") with Bestway (USA) Inc., Bestway (Hong Kong) Intl. Ltd., Bestway Inflatables & Material Corp. (Shanghai— collectively "Bestway"). See Exhibit 3.

4. Under the '440 License, the '440 Patent "shall remain the property of the Licensor" (Id., ¶10).

5. A dispute arose around certain first refusal rights I was to offer under that Agreement (Ibid., ¶ 6) and civil litigation commenced.

6. Unbeknownst to Bestway, and me my then domestic partner had fraudulently and unlawfully assigned the '440 Patent to himself purporting that I owed him \$100,000.00. This was false and there is no proof. The unlawful assignment is attached as Exhibit 4.

7. The Living Together Agreement ("LTA") we signed prior to living together is attached as Exhibit 5. It explicitly states, "that all property owned by either of us at the date of th[e] agreement shall be considered to be and shall remain the separate property of each. Neither of us will have any claim to the separate party of the other absent a written agreement transferring ownership." Id., ¶ 1.

8. This was the final expression of our Agreement, and could "be modified only in writing signed by all parties (Id., ¶ 39).

9. The purported "Assignment" is neither signed by either party nor does it meet the statute of frauds. Further, WEM owns the patent not me. In order to transfer to Scott I would have had to assigned the patent to myself (which I did not). It is neither witnessed or signed in front of a commissioner who may administer affidavits.

10. There are a series of bizarre assignments from Scott to his company Eureka Inventions LLC, then to Bestway on the file wrapper of which none contain a AO 120 from a court of competent jurisdiction.

11. Even if there was a proper assignment to Bestway [which there is not] the License Agreement that was signed between Bestway and myself to settle the litigation clearly states that the Licensed Grants "are without limitation, all patent, trade secret, copyright, trademark, know-how, and other proprietary and intellectual property rights . . . or which is the subject of any patents to issue from any patent applications which have been or may be filed covering all or any portion of the Licensed Product" (See Exhibit 6, ¶ 2.01).

12. However, I would "hold all patent rights to the initial concepts or designs of the License Product provided . . . to Bestway" hereunder" (Ibid., ¶ 9.01)— and "[u]pon termination of the Agreement, the License and all other rights granted to Bestway under th[e] Agreement shall immediately terminate. (Ibid., ¶ 3.04).

13. On March 28, 2017 on its own free will Bestway terminated the Agreements. The termination letter is attached as Exhibit 7.

14. I have never in my thirty-year history as an inventor assigned any ownership rights, let alone standing rights to sue to any Licensee EVER— and will never do so.

I DECLARE UNDER FEDERAL PENALTY OF PERJURY THE ABOVE TO BE  
TRUE TO THE BEST OF MY KNOWLEDGE

SUBMITTED THIS 1<sup>ST</sup> DAY OF APRIL, 2020



PIETRO PASQUALE ANTONIO SGROMO  
(A/K/A PETER ANTHONY SGROMO)  
32600 BOBCAT DR. | MISSION | B.C.  
CANADA | V2V 5L1  
*peter@eurekainnovates.com*

# EXHIBIT 1

<b>PATENT ASSIGNMENT</b>
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Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Jaqueline Sells Homann	12/20/2010
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Wide Eyes Marketing Ltd,
<b>Street Address:</b>	323 Richmond Street East
<b>Internal Address:</b>	Suite 907
<b>City:</b>	Toronto, ON
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5A3R3
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	7046440
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(877)372-2759
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	416-985-9257
<b>Email:</b>	peter@wideeyesmarketing.com
<b>Correspondent Name:</b>	Wide Eyes Marketing Ltd., P.A. Sgromo
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<b>Address Line 2:</b>	Suite 907
<b>Address Line 4:</b>	Toronto, ON, CANADA M5A3R3
<b>ATTORNEY DOCKET NUMBER:</b>	KAEHR3DPOOLASSIGN
<b>NAME OF SUBMITTER:</b>	Peter A Sgromo
<p>Total Attachments: 4          source=KAehr PATent JONES OBEN COURT APPRVL TO SELL#page1.tif          source=Ltr &amp; Assignment 12-21-10#page1.tif</p>	

OP \$40.00 7046440

501395357

**PATENT**  
**REEL: 025575 FRAME: 0699**  
**PATENT**  
**REEL: 052341 FRAME: 0250**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF INDIANA  
SOUTH BEND DIVISION

In the Matter of

KAEHR, JEFFREY LYNN,  
KAEHR, JODI ANN,

Debtors.

Case No. 10-33640  
Chapter 7 dlh

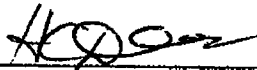
ORDER

At South Bend, Indiana on DEC 16 2010

Jacqueline Sells Homann, Trustee, having filed her Motion to Sell Debtor Jeffrey Lynn Kaehr's invention and patent and notice having been given and no objections having been filed, said Motion is granted.

IT IS, THEREFORE, ORDERED that The Trustee is authorized to sell and assign the invention and patent for the sum of Three Thousand Five Hundred Dollars (\$3,500.00).

SO ORDERED.

  
\_\_\_\_\_  
Harry C. Dees, Jr., Judge  
United States Bankruptcy Court

ORDER



**Jacqueline Sells Homann**

**Chapter 7 Trustee  
United States Bankruptcy Court  
Northern District of Indiana**

December 21, 2010

PETER A SGROMO  
WIDE EYES MARKETING LTD  
323 RICHMOND STREET EAST  
SUITE 907  
TORONTO ONTARIO  
CANADA M5A 3R3

RE: Case No. 10-33640  
Jeffrey L. & Jodi A. Kaehr, Debtors

Dear Mr. Sgromo:

Enclosed please find the original, fully executed Assignment with regard to the patent entitled, "3-D Vision System For Swimming Pools".

Thank you for your attention to this matter.

Very truly yours,

JACQUELINE SELLS HOMANN  
*jshtrustee@jonesobenchmark.com*

JSH:jmc

cc: Mr. Jeffrey A. Schreiber

## ASSIGNMENT

**WHEREAS**, Jacqueline Sells Homann (hereinafter referred to as "Assignor"), having an address at 202 S. Michigan St., 600 Key Bank Bldg., P.O. Box 4577, South Bend, IN 46634-4577, is the Chapter 7 Trustee appointed in Case Number 10-33640, Jeffrey L. Kaehr (hereinafter referred to as "Inventor"), having an address at P.O. Box 42, La Fontaine, IN 46940, and Assignor therefore has the right to dispose of the entire right, title and interest in, to and in respect of the invention (hereinafter referred to as the "Invention") described and claimed in U.S. Patent No. 7,046,440 filed September 10, 2002, issued May 16, 2006 and entitled 3-D VISION SYSTEM FOR SWIMMING POOLS (herein after referred to as the "Patent") which forms part of the bankruptcy estate (Case Number 10-33640-hcd) of Inventor;

**AND WHEREAS**, WIDE EYES MARKETING LTD, a British Columbia corporation having its principal place of business at 323 Richmond Street East, Suite 907, Toronto, Ontario CANADA M5A 3R3 (hereinafter referred to as "Assignee"), wishes to acquire the entire right, title and interest in and to the Invention, including without limitation the Patent and all rights appurtenant thereto;

**AND WHEREAS** Assignor wishes to sell the entire right, title and interest in, to and in respect of the Invention, including without limitation the Patent and all rights appurtenant thereto;

**NOW, THEREFORE**, effective [DATE], Assignee, Assignor and Inventor hereby agree as follows:

(1) Assignee shall pay to Assignor the sum of Three-Thousand and Five Hundred United States Dollars (\$3,500.00 USD).

(2) Assignor represents and warrants that, in accordance with the order of the United States Bankruptcy Court for the Northern District of Indiana dated 12/16/10, Assignor has the authority to assign, free and clear of all liens, licenses or other encumbrances, and free and clear of any rights of the Inventor, all rights in, to and in respect of the Invention, including without limitation the Patent.

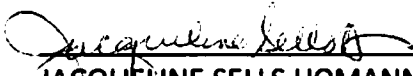
(3) Assignor hereby assigns to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in, to and in respect of the Invention, including without limitation the Patent and any patent granted on any reissue or reexamination application based thereupon together with the right to sue for past and ongoing infringement, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which such letters patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this assignment not been made.

(4) Assignor represents that, to the best of her knowledge, neither the Invention nor the Patent have been licensed, in whole or in part, to any third party.

(5) Assignor agrees not to challenge or assist in any challenge, directly or indirectly, to the validity or enforceability of the Patent.

(6) Assignor agrees, without charge to Assignee, to provide to Assignee, within ten (10) days of receiving payment under this Agreement, two (2) copies of an order of the United States Bankruptcy Court for the Northern District of Indiana approving the assignment of the Patent to Assignee.

(7) This agreement shall be governed by the laws of the State of Indiana and the United States of America, and the parties each hereby irrevocably attorn to the exclusive jurisdiction of the United States Bankruptcy Court for the Northern District of Indiana, provided however that the parties also irrevocably attorn to the jurisdiction of the Federal Courts of the United States where the same is required in respect of the Patent.

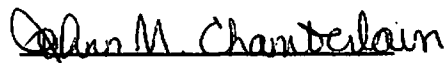
  
JACQUELINE SELLS HOMANN,  
Chapter 7 Trustee for the Estate of  
Jeffrey Kaehr, Case No. 10-33640

Date: 12/20/10


  
WIDE EYES MARKETING LTD

Name: PETER A. SYRONO

Date: 11/18/2010

  
WITNESS TO SIGNATURE OF  
JACQUELINE SELLS HOMANN

Name: John M. Chamberlain

  
WITNESS TO SIGNATURE OF  
WIDE EYES MARKETING LTD

Name: GORDON MASON



US007046440B1

(12) **United States Patent**  
**Kaehr**

(10) **Patent No.:** **US 7,046,440 B1**  
(45) **Date of Patent:** **May 16, 2006**

(54) **3-D VISION SYSTEM FOR SWIMMING POOLS**

(76) **Inventor:** **Jeffrey L. Kaehr**, 6798 E. 1000 South, LaFontaine, IN (US) 46940

(\*) **Notice:** Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 0 days.

(21) **Appl. No.:** **10/238,181**

(22) **Filed:** **Sep. 10, 2002**

(51) **Int. Cl.**  
**G02B 27/22** (2006.01)

(52) **U.S. Cl.** ..... **359/464; 359/472; 359/477**

(58) **Field of Classification Search** ..... **359/464, 359/472, 477; 4/494**

See application file for complete search history.

(56) **References Cited**

**U.S. PATENT DOCUMENTS**

4,620,770 A 11/1986 Wexler

5,101,269 A 3/1992 Shelley et al.  
5,271,106 A 12/1993 McClish et al.  
5,363,151 A \* 11/1994 Biays et al. .... 351/43  
2001/0022563 A1\* 9/2001 Ishikawa ..... 345/9

**FOREIGN PATENT DOCUMENTS**

JP 06303647 A \* 10/1994  
JP 09134110 A \* 5/1997  
JP 2001129245 A \* 5/2001

\* cited by examiner

*Primary Examiner*—Mark A. Robinson

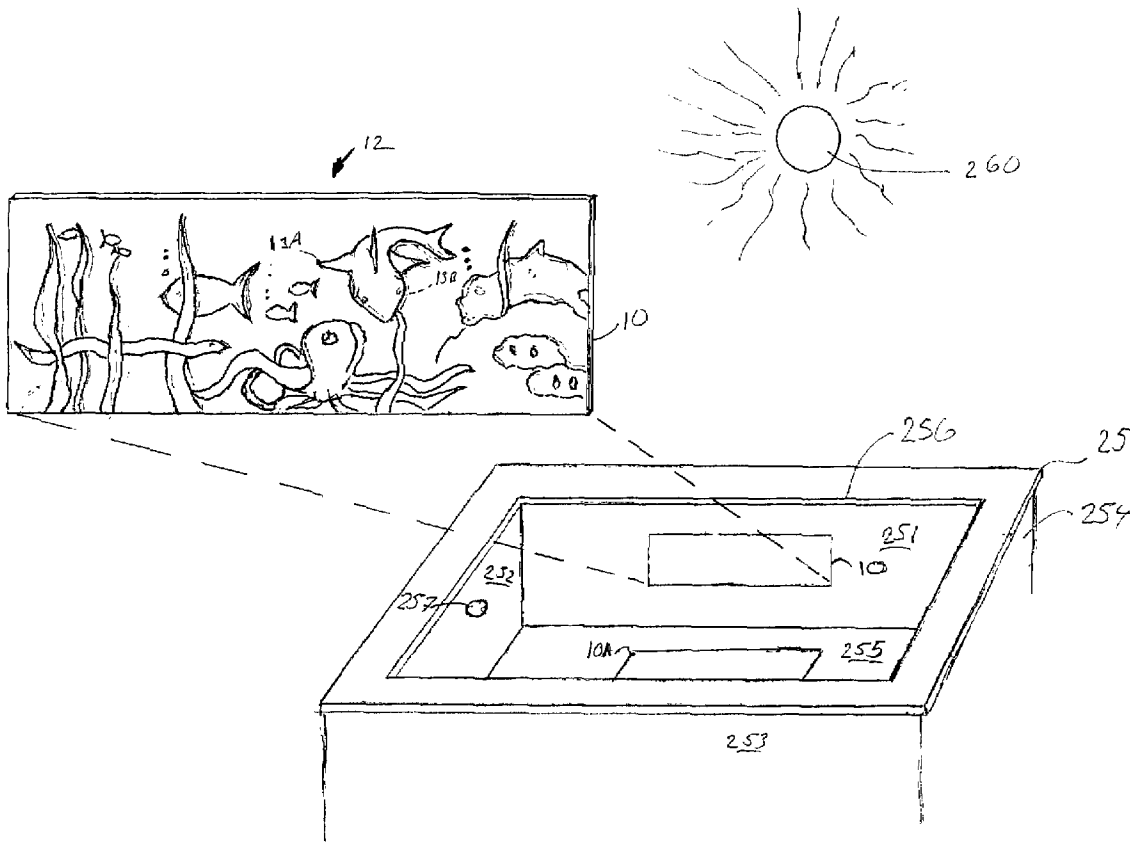
*Assistant Examiner*—Lee Fineman

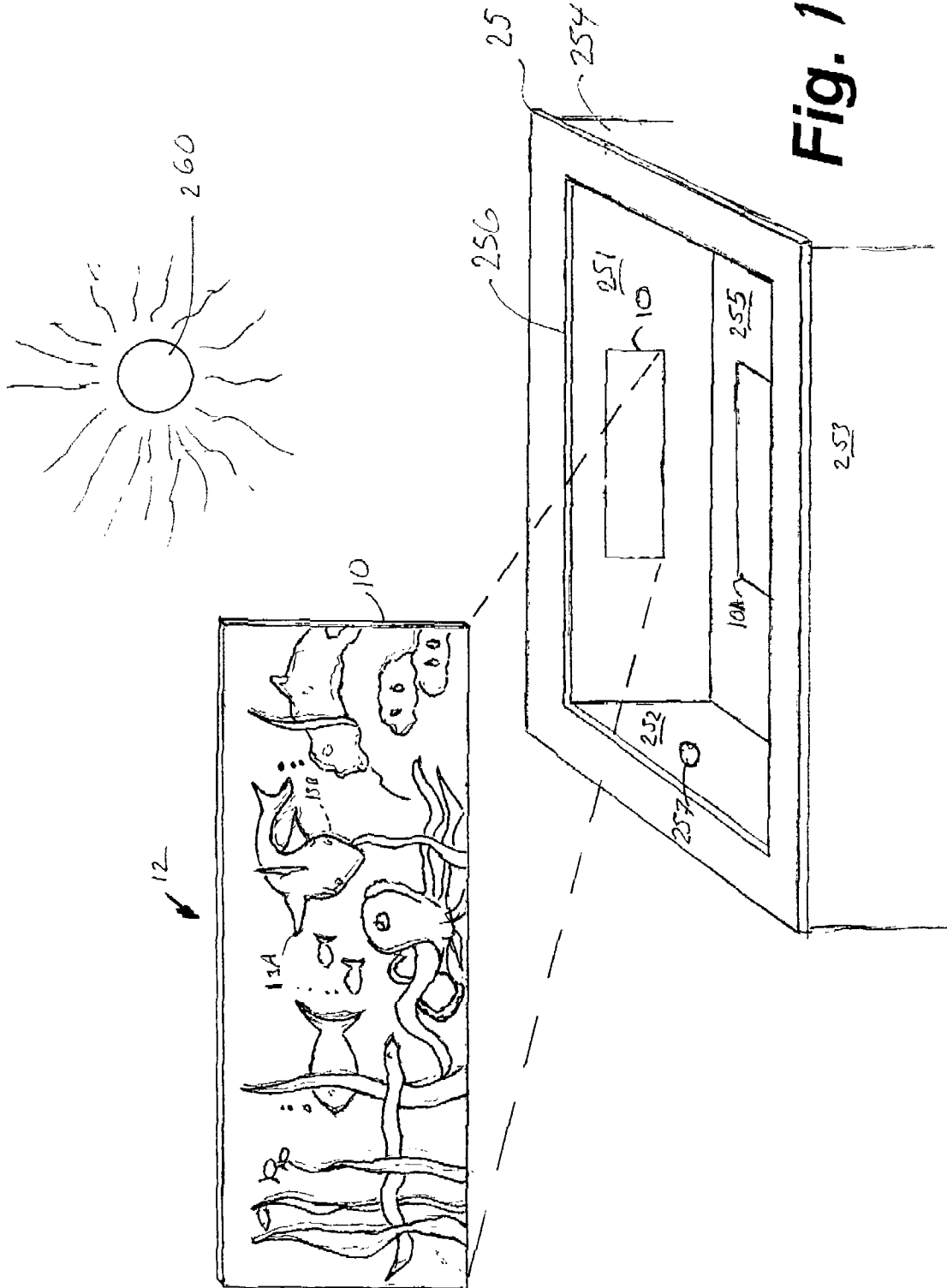
(74) *Attorney, Agent, or Firm*—Paul W. O'Malley; Susan L. Firestone

(57) **ABSTRACT**

A decorative treatment for swimming pools provides underwater anaglyphs for adhesion to the pool sides and filtering stereoscopic underwater goggles for use by swimmers in viewing the anaglyphs.

**9 Claims, 5 Drawing Sheets**





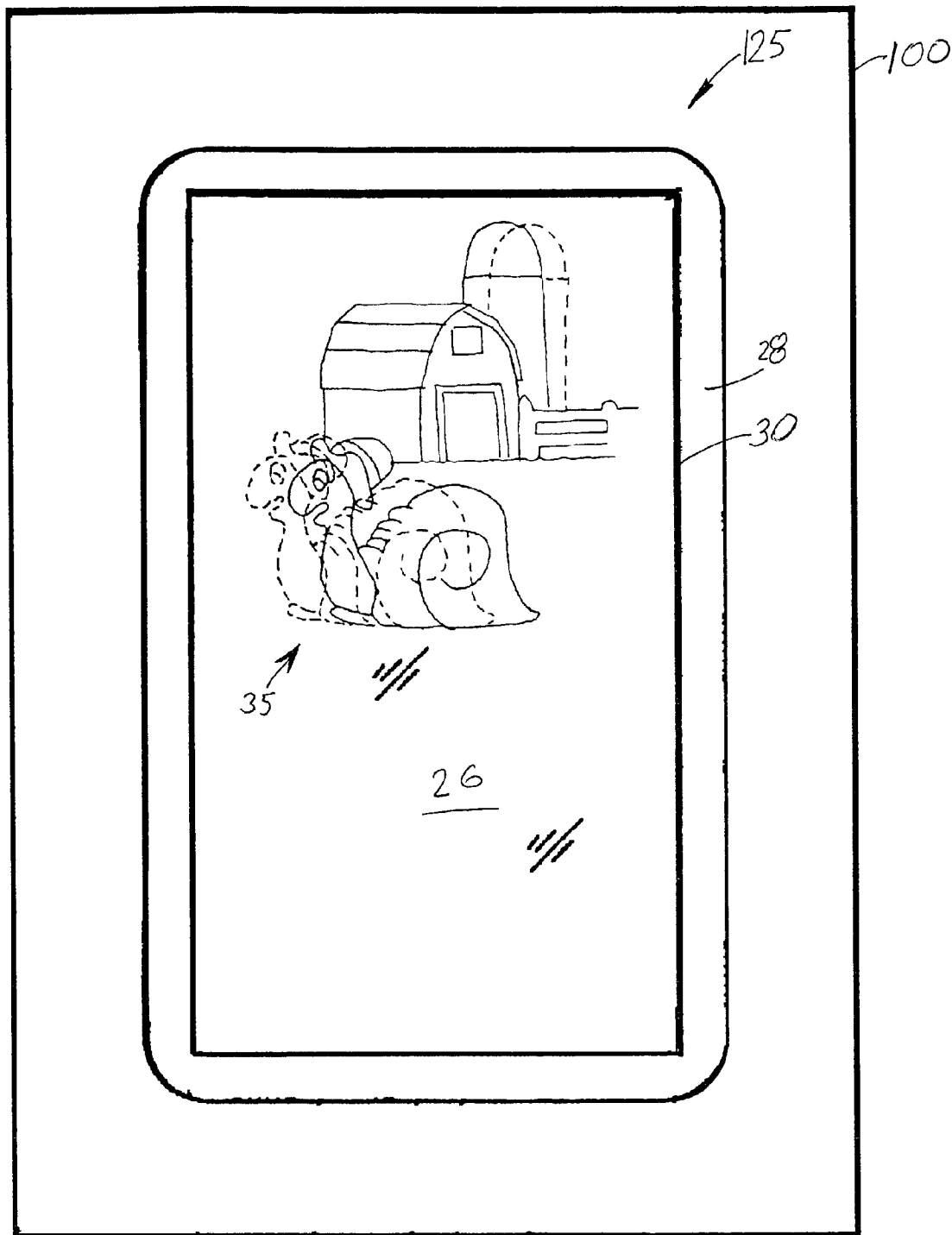
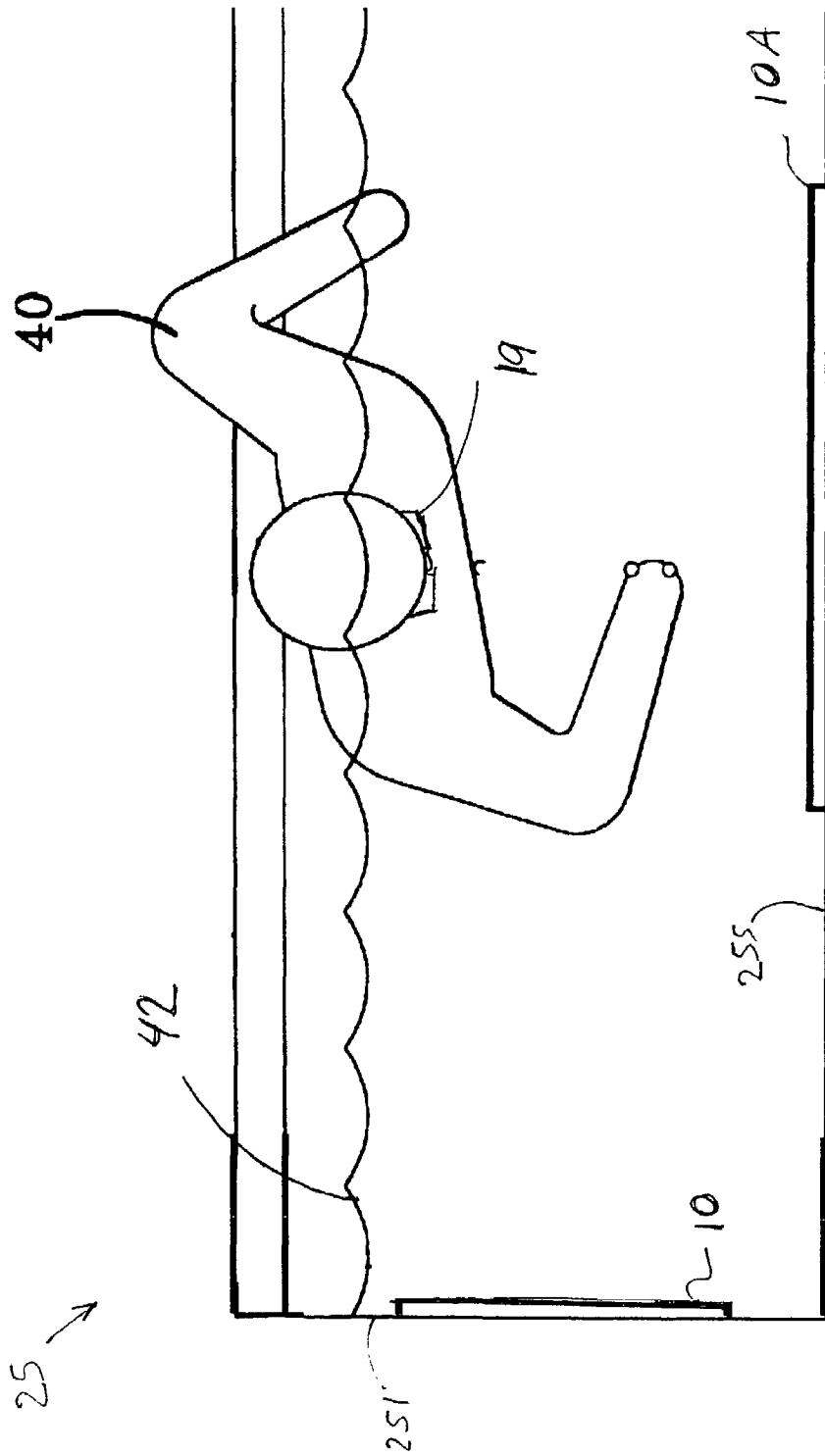


Fig. 2



**Fig. 3**

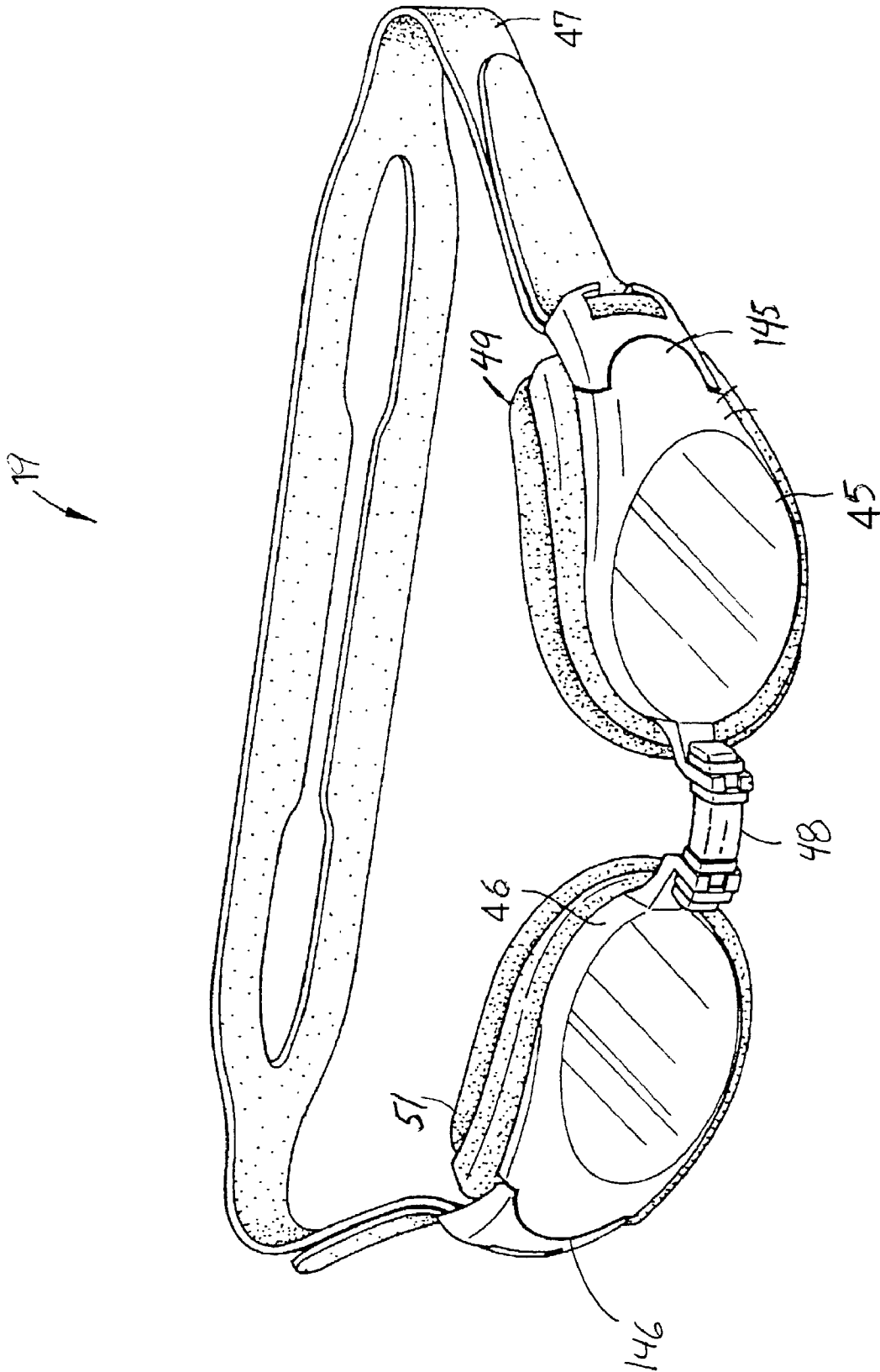


FIG. 4



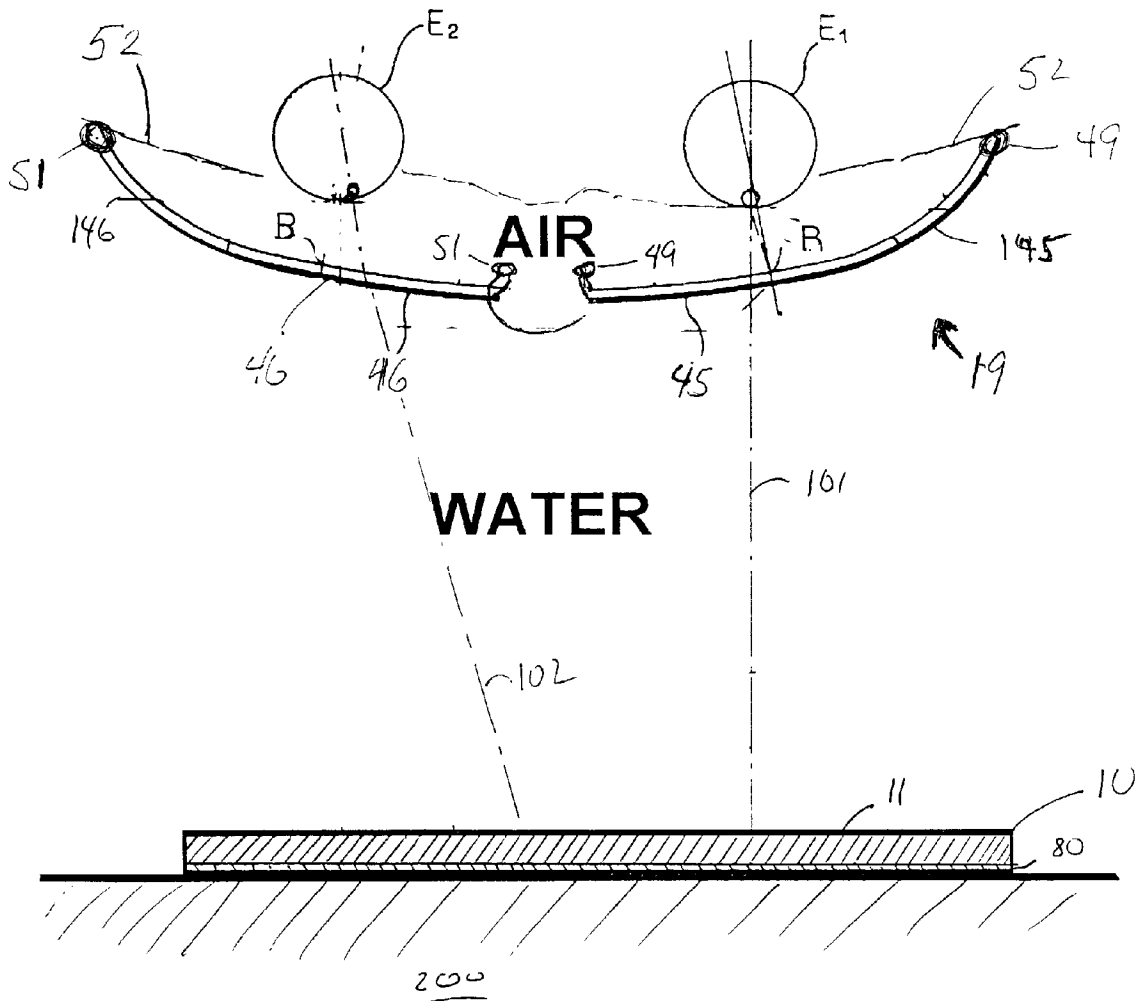


Fig. 5

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**3-D VISION SYSTEM FOR SWIMMING POOLS**

## BACKGROUND OF THE INVENTION

## 1. Field of the Invention

The present invention relates to decorative enhancements for swimming pools and more particularly to a stereoscopic viewing system based on submerged anaglyphs in swimming pools and filtering stereoscopic goggles for use by swimmers in viewing the anaglyphs.

## 2. Description of the Problem:

Public stereoscopic viewing systems rely on presenting two slightly different views of a subject to each of a viewers' eyes. The anaglyph is a key element of such viewing systems. An anaglyph is a stereogram in which the two views of a subject are printed or projected, substantially superimposed, in complementary colors, usually red and blue. Transmission of the red view may be blocked using a red filter and the blue view can be blocked by blue filter. Placing one each of the appropriate filters in front of each eye results in each eye seeing only one of the two colored views. The filters are typically incorporated into spectacles so that when the anaglyph is viewed through the spectacles, an illusion of depth is produced because each eye is seeing elements of the subject from slightly different aspects.

The basic principal of presenting two horizontally shifted views of the same subject to each eye of the viewers can be implemented in other ways, such as using polarizing filters or projecting alternating views of a subject and supplying the viewers with head sets having synchronized shutters. Obviously, the quality of image produced can suffer somewhat due to the modifications required of the underlying images. U.S. Pat. No. 4,620,770 to Wexler addresses the tendency of color stereoscopic systems to appear monochromatic when viewed through filtering spectacles by adding one or more colors to one of images. The modified anaglyphs of Wexler appear more normally colored when viewed through filtering spectacles.

The systems described above are characterized as public to distinguish them from full color systems, such as the VIEWMASTER™ stereoscopic viewers, which use binocular type optical paths to deliver offset, but full color, views of a subject to each eye. This latter type of system, while providing an excellent image because the prints or projections are unmodified in terms of color or polarization, is inherently a private system being usable by only one person at a time.

Public stereoscopic image systems based on color, light polarization and shutter synchronization have been used with television and computer games, in movie theaters, and in books. In such settings, the reproduced image is largely the focus of the viewers' activities. Prior art public stereoscopic image systems have been based on the assumption that while people would choose to wear filtering spectacles for purposes of entertainment, they would not be likely to choose to wear such spectacles while active in other pursuits.

It is an object of the invention to apply to public stereoscopic image systems to environments where people can readily use filtering spectacles in the course of other activities.

It is a further object of the invention to provide a public stereoscopic image system which enhances the three dimensional effect of the image on viewers.

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It is yet another object of the invention to apply to public stereoscopic image systems as an ambiance enhancing element to swimming pools and other outdoor swimming environments.

## SUMMARY OF THE INVENTION

According to the invention there is provided a public stereoscopic viewing system comprising a pool of water, an anaglyph submerged in the pool of water, an air/water barrier between the eyes of a viewer and the anaglyph and filter spectacles for the viewer to wear which pass differing views from the anaglyph to each of the viewer's eyes. The anaglyph is encased in, or applied to, a water proof sheet which may be in turn applied to an interior face of the pool. The sheet is preferably retained in place on the pool's face by an adhesive such as petroleum jelly.

Additional effects, features and advantages will be apparent in the written description that follows.

## BRIEF DESCRIPTION OF THE DRAWINGS

The novel features believed characteristic of the invention are set forth in the appended claims. The invention itself however, as well as a preferred mode of use, further objects and advantages thereof, will best be understood by reference to the following detailed description of an illustrative embodiment when read in conjunction with the accompanying drawings, wherein:

FIG. 1 is an exploded, perspective view of a swimming pool illustrating positioning of an anaglyph structure.

FIG. 2 is a top plan view of a swimming pool with an anaglyph applied to the bottom surface thereof.

FIG. 3 is a cross sectional view of a swimming pool in which a swimmer can view anaglyphs positioned on the sides or bottom surfaces of the pool.

FIG. 4 is a perspective view of a pair of swimming goggles which incorporate filtering lenses in complementary colors.

FIG. 5 is a cross-section view of the stereoscopic image system of the present invention.

## DETAILED DESCRIPTION OF THE INVENTION

Referring now to the figures and in particular to FIG. 1 there is illustrated a swimming pool 25 having four vertical sides 251, 252, 253 and 254 and a bottom 255. Swimming pool 25 is preferably an open air pool for illumination by the sun 260. While natural light gives the best results, the system can be implemented in an indoor pool or fountain, and be illuminated from other light sources, such as an underwater lamp 257 as shown installed in pool side 252. Attached to vertical side 251 and pool bottom 255 are anaglyph structures 10 and 10A. Anaglyph structures 10 and 11A are preferably vinyl sheets on which an anaglyph 12, which includes two horizontally separated but partially superimposed views 13A and 13B of a scene, may be printed or embossed. Anaglyph 12 may be a color anaglyph representing an underwater scene appropriate for decorating a pool. Anaglyph structures 10, 10A may be attached to pool sides or bottoms with the anaglyph oriented away from the supporting structure for viewing. Attachment of an anaglyph structure to a pool surface is effected using an adhesive. This allows the structures to be periodically changed allowing change in scenery. Pool 25 is designed to be filled with water to near the pool's edge 256. As is well known, air and water

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have differing indices of refraction, and objects submerged in water but viewed from across a water/air barrier can appear substantially magnified in size. Anaglyph 12 is illuminated by either natural or artificial light, both from outside the pool or in the pool.

Swimming pools may be lined with vinyl or they may have concrete sides. Referring now to FIG. 2, a second pool 125, having vinyl sides 30 and a vinyl bottom 26 is illustrated in which an anaglyph 35 has been directly incorporated into the vinyl of the pool bottom. Pool 125 is set in deck area 100 having a fascia 28 surrounding the pool.

In FIG. 3 a swimmer 40 floating in water 42 contained in pool 25 can view anaglyph structures 10 and 10A attached to the pool bottom 255 and pool side 251. Anaglyph structures 10 and 10A are fully submerged in water 42 and illuminated allowing swimmer 40 to see the anaglyphs on the exposed sides of the anaglyph structures 10 and 10A. Swimmer 40 wears swimming goggles 19 with differentially colored lenses to produce the three dimensional effect and thereby adding interest in the swimming experience.

Referring to FIG. 4 swimming goggles 19 are depicted having a left eye piece 145 and a right eye piece 146 held together in a loop by an adjustable elastic strap 47 and a nose bridge 48. Goggles 19 are illustrative of a type of eye wear that can be adapted for use as stereoscopic spectacles for use with a submerged anaglyph, and one that is advantageously employed with anaglyphs of the present invention because they can be adapted to provide the necessary optical filtering required to produce the three dimensional illusion of the stereoscopic viewing system while providing a barrier between water and air. As a result, the image seen by a user is magnified. Eyepieces 145 and 146 are backed by form fitting, pliable cushions 49 and 51, which fit around the eye sockets of the swimmer and trap air against a small portion of the wearer's face including the eyes. Lenses 45 and 46 form the front portion of eyepieces 145 and 146 and are made of clear plastic, with lens 45 being tinted red and lens 46 being tinted blue, which are the usual filter combinations for common anaglyphs.

Referring to FIG. 5 the cooperation of the elements of the stereoscopic viewing system of the present invention is illustrated. A anaglyph structure 10 is applied to a wall or other base 200 using a coating 80 of a water repelling but slow dissolving adhesive such as petroleum jelly. Structure 10 is submerged under water and oriented so that the anaglyph is on face 11 away from the wall. A viewer of the anaglyph is turned so that his eyes E1 and E2 are directed toward the anaglyph, but are separated from the water by a layer of air trapped against his face 52 by goggles 19. Goggles 19 comprise cushions 49 and 51 which are urged into sealing contact with face 52 by strap 47 and potentially by external water pressure on eyepieces 145 and 146. Lines of sight 101 and 102 from eyes E1 and E2 are illustrated as canted with respect to another to emphasize the parallax differences between the views presented in the anaglyph as perceived by the viewer's left and right eyes. These differences give the viewer the illusion of depth in the processed image. Line of sight 102 is further bent to indicate the difference in the refractive indices for water and air, which magnifies the image. Lens 45 is indicated by the letter R as being a red filter and lens 46 is indicated by the letter B as being a blue filter. The stereoscopic viewing system of the invention can be used with conventional stereoscopic spectacles worn by a viewer whose face is above the pool of water.

4

The invention provides a public stereoscopic viewing system in a swimming environment where people can readily use goggles configured as filtering spectacles in the course of other activities. This allows the effective use of anaglyphs as decorative treatments in swimming pools. The water to air barrier provided by the goggles, or the atmosphere enhances the three dimensional effect of the image on viewers by magnifying the perceived image.

While the invention is shown in only two of its forms, it is not thus limited but is susceptible to various changes and modifications without departing from the spirit and scope of the invention.

What is claimed is:

1. A public stereoscopic image system, comprising:
  - a pool of water;
  - an anaglyph of a still scene submerged in the pool of water; and
  - filtering spectacles having first and second lenses to be worn by a viewer of the anaglyph, the filtering spectacles being made of a pliable material shaped to form fit to a portion of the face of the viewer so as to trap air between the face of the viewer and the first and second lenses and thus position an air/water barriers between the anaglyph and each of a viewer's eyes to magnify the still scene as seen by the viewer through the first lens over one eye and the second lens over the remaining eye.
2. A public stereoscopic image system as set forth in claim 1, wherein the anaglyph comprises first and second images of the still scene in complementary first and second colors and the first lens filters out the first color and the second lens filters out the second color.
3. A public spectroscopic image system as set forth in claim 2, further comprising the pool of water being open for exposure to natural light.
4. A public stereoscopic image system as set forth in claim 3, further comprising:
  - a plurality of sides to the pool of water; and
  - the anaglyphs being disposed on at least one of the sides.
5. A public stereoscopic image system as set forth in claim 4, wherein the anaglyph is imprinted on a flexible water proof backing.
6. A public stereoscopic image system as set forth in claim 5, wherein the flexible water proof backing being retained on a surface of the pool of water by a slow dissolving adhesive.
7. A public stereoscopic viewing system comprising:
  - a pool of water;
  - an anaglyph having a plurality of views of a scene submerged in the pool of water;
  - an air barrier adjacent each of the eyes of a viewer of the anaglyph relative to the anaglyph effecting magnification of the scene as seen by a viewer; and
  - filter spectacles for the viewer to wear which pass a different one of the plurality of differing views of the scene to each of the viewer's eyes.
8. A public stereoscopic viewing system as set forth in claim 7, further comprising:
  - a vinyl water proof sheet on which the anaglyph is embossed.
9. A public stereoscopic viewing system as set forth in claim 8, wherein the vinyl water proof sheet is retained in place on a support surface by a slow dissolving adhesive.

\* \* \* \* \*

# EXHIBIT 2

**ORIGINAL**

AO 120 (Rev. 3/04)

TO: <b>Mail Stop 8</b> Director of the U.S. Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450	<b>REPORT ON THE                  FILING OR DETERMINATION OF AN                  ACTION REGARDING A PATENT OR                  TRADEMARK</b>
--------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------

In Compliance with 35 U.S.C. § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been filed in the U.S. District Court, Central District of California on the following  Patents or  Trademarks:

DOCKET NO. <b>CV 11-03046</b>	DATE FILED	U.S. DISTRICT COURT Central District of California
PLAINTIFF Aquawood LLC., a California Limited Liability Company,		DEFENDANT Wide Eyes Marketing, LTD., a Canada Limited Liability Company; Peter Sgromo an individual, and Does 1-5,
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1 7,046,440	5/16/2006	Wide Eyes Marketing LTD
2		
3		
4		
5		

In the above—entitled case, the following patent(s)/ trademark(s) have been included:

DATE INCLUDED	INCLUDED BY	<input checked="" type="checkbox"/> Amendment <input checked="" type="checkbox"/> Answer <input checked="" type="checkbox"/> Cross Bill <input checked="" type="checkbox"/> Other Pleading
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1		
2		
3		
4		
5		

FILED  
 11 APR 11 PM 3:34  
 CLERK U.S. DISTRICT COURT  
 CENTRAL DISTRICT OF CALIF.  
 LOS ANGELES

In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT  minutes dismissing action per stipulation
---------------------------------------------------------------------

CLERK Terry Nafisi	(BY) DEPUTY CLERK L Chai	DATE 12/17/12
-----------------------	-----------------------------	------------------

Copy 1—Upon initiation of action, mail this copy to Director   
  Copy 3—Upon termination of action, mail this copy to Director  
 Copy 2—Upon filing document adding patent(s), mail this copy to Director   
 Copy 4—Case file copy

# **EXHIBIT 3**

**DEAL MEMO**

This agreement is made this 26th day of April, 2013 between:

- [1] **LICENSOR:** Wide Eyes Marketing Ltd., a Canadian Corporation under the laws of British Columbia Canada, with US mailing address at 637 Noe Street, San Francisco, CA 94114
- [2] **LICENSEE:** Bestway (USA) Inc, with offices located at 1320 S. Priest Drive, Suite 103 Tempe, Arizona 85281 United States
- Bestway (Hong Kong) Intl Ltd Suite 102 ,1st Floor Tsim Sha Tsui Centre , 66 mody Road , Kowloon, Hong Kong
- Bestway Inflatables & Material Corp.  
3065 Cao An Road, Shanghai 201812 China
- [3] **LICENSED RIGHTS:**  
The "Licensed Rights" - the right to practice US Patent 7046440 (the "PATENT") in connection with above ground swimming pools ("PRODUCTS")
- [4] **ADVANCE/GUARANTEE:**
- [a] • \$25,000 United States Dollars advance/guarantee that is creditable against future royalties for sales of PRODUCTS. No additional advance/guarantee shall be payable for any improvements to the PRODUCTS in which the Licensee may develop or the Licensor may offer.
  - [b] • The sum of \$10,000 shall be paid upon the signing of this deal memo and the balance of \$15,000 shall be paid upon the signing of the long-form licensing agreement and must be signed by May 15, 2013.
- [5] **ROYALTIES:**
- [a] • Licensee agrees that it shall pay Licensor a royalty of five percent (5%) of the net sales derived by Licensee from the sale of PRODUCTS. Net sales" shall be defined as Licensees' invoiced sales to its Customers.
  - [b] • Licensee shall pay any Royalty due to Licensor in quarterly payments. Each quarterly Royalty payment shall be accompanied by a Royalty report in Excel spreadsheet detailing royalties based on the Net Sales of the applicable number of units of PRODUCT sold or shipped by customer during the preceding calendar quarter, and shall be paid within fifteen (15) calendar days of the last day of such calendar quarter. Royalty payments shall be wired directly into Licensor's account:

*[Handwritten signature]*  
5/7/13

**HSBC Bank Canada , 885 West Georgia St. Vancouver, B.C. ,  
V6C-3G1, Canada Account Name: Wide Eyes Marketing Ltd.  
Account #: 270-074244-070 Swift Code: HKBCCATT**

**[6] RIGHT OF FIRST REFUSAL:**

- Licensor shall grant Licensee right of first refusal on other 3D or technologies with viewing systems for the PRODUCTS, "Above Ground Pools" and all other products directly related to Licensees' business

**[7] TERM:**

- The term shall begin for the Spring 2014 Summer selling season with the Licensee presenting to prospective Buyers the week of April 8<sup>th</sup> in good faith. The license will continue indefinitely, until the termination or expiration of the PATENT, provided the Licensee achieves a minimum annual net sales of \$500,000 yielding a minimum Royalty of \$25,000. Alternatively, the Licensee may directly pay the Licensor at its sole discretion any shortfall of the minimum \$25,000 royalties to maintain exclusivity in any given year.

**[8] TERRITORY;**

- The rights granted to Licensee by the Licensor are for use IN THE UNITED STATES AND ITS TERRITORIES without restriction (the "Territory") and includes any and all channels of distribution

**[9] EXCLUSIVITY:**

- The rights and license granted to Licensee to the PRODUCTS is exclusive and Licensor shall not itself use or grant others the right or license to use the Licensed Rights for the manufacture, sale, or distribution of the PRODUCTS in the Territory for the term of this Agreement or of any extension or renewal

**[10] INTELLECTUAL PROPERTY RIGHTS:**

- US Patent No. 7046440 shall remain the property of the Licensor and the Licensor shall maintain the patent in full force and effect. All trademarks relating to the PRODUCTS shall remain the property of the Licensee and in the event of expiry or termination of this Agreement the parties hereto acknowledge and agree that all such trademarks, shall remain the property of the Licensee.

**[11] INSURANCE:**

- Licensee shall maintain during the term of the Royalty Agreement and for 2 years thereafter, a policy of product liability insurance with respect to the manufacture, sale and the use of the PRODUCT with such limits and written on such insurance company as shall be reasonable. Licensee shall provide Licensor with a certificate evidencing coverage and designate Licensor an additional

*PS 5/13*



Insured under the Royalty Agreement but Licensee.

[12] CONFIDENTIALITY:

- The parties agree not to disclose the terms of this DEAL MEMO or any confidential information received by either party in the course of carrying out the term hereof, to any third party without first obtaining the written consent of the other party

[13] REPRESENTATIONS AND WARRANTIES:

- Licensors shall represent and warrant that all litigation with respect to the patent has been resolved and none is currently pending.
- Licensors shall further represent and warrant that to the best of his knowledge there are no third parties infringing the patent.

[14] ENFORCEMENT:

- In the event of a bona fide infringement of the PATENT and with the exception of the sell-off by Manley of the 3D Shark Lagoon Pool pursuant to the resolution of prior infringement claim by Licensors:

1. Bestway has the right but not the obligation to bring infringement claims under the PATENT in its sole discretion.
2. If neither Bestway nor WEM choose to bring a claim, Bestway can convert the license to a non-exclusive license and pay 3.5% royalty rate or terminate this agreement.
3. If the patent is held invalid or unenforceable, Bestway may terminate this agreement. Bestway shall not encourage any party to challenge the validity of the PATENT.

[15] FULL AGREEMENT

- This Deal Memo shall be of no force and effect unless and until a full agreement memorializing the terms hereof is executed by the parties.

Bestway Inflatables & Material Corp.

Wide Eyes Marketing Ltd.

By: 

By: 

5/7/13

Name: Alex Yan

Name: PETER A. SGRO

Title: Sales VP

Title: President

# EXHIBIT 4

PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Wide Eyes Marketing, Ltd	06/19/2013
RECEIVING PARTY DATA	
Name:	Leonard Gregory Scott
Street Address:	637 Noe Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94114
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7046440
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	415-361-7256
Email:	peter@wideeyesmarketing.com
Correspondent Name:	Peter Sgromo
Address Line 1:	40 Homewood Ave.
Address Line 2:	Sulte 404
Address Line 4:	Toronto, CANADA M4Y 2K2
NAME OF SUBMITTER:	Peter Sgromo
Signature:	/Peter Sgromo/
Date:	06/19/2013
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 2 source=WEM Patent Assignmen to Greg#page1.tif source=WEM Patent Assignmen to Greg#page2.tif	

OP \$40.00 7046440

## ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Wide Eyes Marketing, Ltd. ("*Assignor*"), does hereby sell, assign, transfer and convey to Leonard Gregory Scott, with an address at 637 Noe Street, San Francisco, CA 94114 ("*Assignee*"), all of Assignor's right, title and interest in and to the patents listed below, any patents, registrations, or certificates of invention issuing on any patent applications listed below, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing, and all reissues, re-examinations, divisional, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing (collectively "*Patent Rights*");

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title</u>
7,,046,440 B1	US	09/10/2002	3-D vision system for swimming pools

Assignor represents, warrants and covenants that: (i) he is the sole owner, assignee and holder of record title to the Patent Rights identified above, (ii) he has obtained and properly recorded previously executed assignments for all patent applications and patents identified above as necessary to fully perfect his rights and title therein in accordance with governing law and regulations in each respective jurisdiction, and (iii) he has full power and authority to make the present assignment.

Assignor further agrees to and hereby does sell, assign, transfer and convey unto Assignee all rights: (i) in and to causes of action and enforcement rights for the Patent Rights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patent Rights, and (ii) to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patent Rights, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee (and with all reasonable costs and attorney's fees borne by Assignee) and without demanding any further consideration therefor, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance shall include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions,

**PATENT**  
**REEL: 030641 FRAME: 0741**

**PATENT**  
**REEL: 052341 FRAME: 0271**

oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, his successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at San Francisco, CA on September June 19, 2013.

ASSIGNOR

By: /Peter A. Sgromo/

President, Wide Eyes Marketing, Ltd.

Address: 40 Homewood Avenue, Suite 404, Toronto, Canada


# EXHIBIT 1

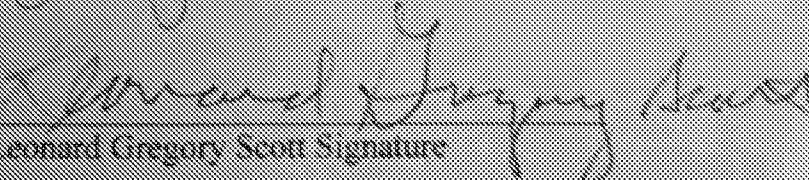
## LIVING TOGETHER AGREEMENT

1. We agree that all property owned by either of us as of the date of this agreement, obtained during the agreement shall be considered to be and shall remain the separate property of each. Neither of us will have any claim to the separate property of the other absent a written agreement transferring ownership. This includes but is not limited to personal income, retirement income, investment income, royalty income, income from inheritances, business interests, legal settlements, or real estate income and interest.
2. Greg acknowledges that a significant portion of Pete's income comes from his business Wide Eyes Marketing Ltd. (and possibly other LLC names), and that he often conducts business from home and as such will list 637 Noe Street, San Francisco CA 94114 as a place of «doing business» in royalty agreements. Greg acknowledges that this does not give him ownership rights of any kind in Wide Eyes Marketing or any other LLC Pete owns. Further, Pete agrees to conduct business at home in a non-intrusive manner to Greg's enjoyment of the property.
3. Neither of us shall be liable or responsible for the individual debts incurred by the other in her/his own name or company name.
4. We agree to equally divide all household chores and living expenses. However, Landlords shall be solely responsible for the cost of household maintenance.
5. Occupancy rights extend to Pete's dog Uno and is protected under clause 5 of this agreement. Uno will remain Pete's rightful owner and he agrees that he is responsible for Uno financially and will bare the cost of all vet bills. He will also maintain rental insurance that includes pet liability (TBD)
6. Pete will receive no unwanted contact by e-mail, phone call or any other form from Pam Otstot, all communication will be directed through Greg. Further, no personal information of Pete's including but not limited to Social Security Number, Credit Reports, Driver's License, Banking information shall ever be shared with Pam Otstot without express written consent from Pete.
7. Should Pete receive any harassment or uninvited communication from Pam Otstot he may choose to vacate the premises before the 6 month trial at Greg's expense for reasonable moving and reasonable temporary living expenses.

8. At the end of the 4-month trial period either party may agree to terminate the living arrangement (Greg must provide 60 days written notice) and Pete will have the option to accomodate the spare bedroom for the remaining 60 days of the 4-month trial. If Greg terminates he will responsible for reasonable moving and reasonable temporary living expenses.
9. In the event that this relationship is terminated parties agree to live as «roommates» and Pete shall occupy the spare bedroom funder the condidtions of the current lease agreement.
10. We agree to resolve any dispute arising from this agreement first between us. Either party may raise the dispute in a simple e-mail. We agree to make every attempt to resolve the issue(s) between us within 30-days of either party raising the issue. If the issue cannot beresolved within 30 days the parties agree to mediation. If mediation cannot resolve the issue within 30-days then the parties agree to bunding arbitration in San Francisco using JAMS expedited process or a similar expedited affordable arbitration. The parties agree to never attempt to resolve their issues through litigation.

Signed this 29 day of FEBRUARY, 2013,

  
Peter A. Sgromo Signature

  
Leonard Gregory Scott Signature



constitute a waiver of Landlord's right to evict Tenant for habitual late payment of rent.

33.

34. **HOUSE RULES AND CC&R'S:** Tenant agrees to abide by any and all House Rules, whether made known before or after the date of this Agreement, and the **Covenants, Conditions and Restrictions** applicable to the building, and specifically, any rules with respect to noise, odors, disposal of refuse, and use of common areas. Tenant has read, understands, and agrees to be bound by the **House Rules** and the **Covenants, Conditions and Restrictions** for the building, which are incorporated herein and made part of this Agreement.

35. **APPLICATION:** Any Rental Application or related form submitted by Tenant is incorporated herein as though set forth in full. Any misrepresentations contained therein shall be considered a material breach of this Agreement and may subject Tenant to eviction.

36. **ATTORNEYS' FEES:** If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the other party reasonable attorneys' fees and costs of suit.

37. **NOTICE:** The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

38. **COSTA-HAWKINS RENTAL HOUSING ACT (CIVIL CODE SECTIONS 1954.50, ET SEQ.) APPLIES:** Tenant acknowledges that pursuant to the Costa-Hawkins Rental Housing Act (Civil Code Sections 1954.50, et seq.), Landlord may, after the initial lease term, establish all subsequent rental rates for the Premises which may exceed the rent increase limitations set by the San Francisco Residential Rent Stabilization and Arbitration Board (the "Rent Board"). This is due to the fact that the Premises are, and it is stipulated that the Premises are, alienable separate from the title to any other dwelling unit and Tenant's tenancy commenced after January 1, 1996.

39. **ENTIRE AGREEMENT:** The foregoing constitutes the entire Agreement between the parties and may be modified only in writing signed by all parties except that Landlord may change the terms of the tenancy and this Agreement pursuant to Civil Code Section 827.

**BY SIGNING BELOW TENANT(S) HEREBY ACKNOWLEDGES(S) READING AND UNDERSTANDING THE TERMS OF THIS AGREEMENT, AND FURTHER ACKNOWLEDGES(S) RECEIVING A COPY HEREOF:**

# EXHIBIT 6

March 28, 2017

BY FIRST CLASS CERTIFIED MAIL AND E-MAIL RETURN RECEIPT REQUESTED  
(PETER@EUREKAINNOVATES.COM; PETER@WIDEEYESMARKEING.COM)

Peter Sgromo  
Wagmore & Barkless LLC  
1188 Mission St., Suite 1615  
San Francisco, CA 94103

Anna Mauro  
Wagmore & Barkless LLC  
1188 Mission St., Suite 1615  
San Francisco, CA 94103

Pietro, Pasquale-Antonia Sgromo  
184 Hill Street North  
Thunder Bay, Ontario  
CANADA P7 A 5V9

Re: Notice Under License Agreements (Exhibits A-F) to the Agreement dated October 20,  
2015 and First Amendment to Agreement dated May 6, 2016

Dear Mr. Sgromo and Ms. Mauro:

We are writing as counsel on behalf of Bestway (USA), Inc., Bestway (Hong Kong) International Ltd., and Bestway Inflatables and Materials Corp. (collectively "Bestway") with regard to the License Agreements (Exhibits A-F) to the Agreement dated October 20, 2015 and First Amendment to Agreement dated May 6, 2016 (collectively, the "Agreements") with Wagmore & Barkless LLC (W&B). A copy of the Agreements are included for your reference. The License Agreements relate to Licensed Products described respectively as:

- 3D Hopscotch (Exhibit A);
- Splash Tether-Ball (Exhibit B);
- Splash Hoop Sprinkler (Exhibit C);
- Doodle Pool (Exhibit D);
- Color Wave "Mood" Pool (Exhibit E); and
- DIY Sprinkler (Exhibit F).

Section 3 of each of the License Agreements provides for the Term and Termination by Bestway. This communication is Bestway's at least sixty (60) day written notice of termination of the License Agreements (Exhibits A-F). Bestway hereby terminates the License Agreements as of August 31, 2017.

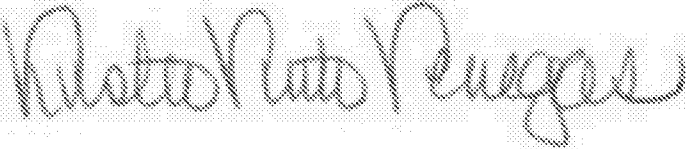
License Agreement Termination

March 28, 2017

Page 2

Further, Section 3.04(a) of each of the License Agreements provides for Bestway's Rights Upon Termination, including One Hundred and Eighty (180) days to sell off its existing inventory of Licensed Products and complete the sale of any Licensed Product in process. Licensee intends to sell off its existing inventory and complete the sales of Licensed Products in process prior to February 2018.

Sincerely,

A handwritten signature in cursive script, appearing to read "Patrick Fumagalli". The signature is written in black ink on a white background.

Enclosures

cc: Mr. Patrick Fumagalli

Ali R. Yousefi (ayousefilaw@gmail.com)

Haitham G. Amin (hgamin@anlegalfirm.com)

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