

MD 7.6.98

07-15-1998



HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings ◀▶▶▶ ▼

100765087

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

BUCKNER, INC.

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: June 25, 1998

2. Name and address of receiving party(ies):

Name: LYLES DIVERSIFIED, INC.

Internal Address: _____

Street Address: Post Office Box 4376

City: Fresno State: CA ZIP: 93744

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

5,729,131

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Peter N. Zeitler, Esq.

Internal Address: LANG, RICHERT & PATCH

5200 North Palm

Fresno, California 93704

Street Address: _____

City: _____ State: _____ ZIP: _____

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

07/14/1998 DNGUYEN 00000330 5738131

DO NOT USE THIS SPACE

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40.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

PETER N. ZEITLER, ESQ.

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet:

1

ASSIGNMENT OF PATENT

This Assignment, dated as of June 25, 1998, is from Buckner, Inc. ("Debtor") to Lyles Diversified, Inc. ("Creditor");

WHEREAS, Debtor is indebted to Creditor pursuant to the Master Note, dated July 1, 1996, as modified by the Modification and Extension Agreement, dated June 25, 1998 (the "Note");

WHEREAS, Debtor has granted to Creditor a security interest in all of its assets to secure its obligations under the Note;

WHEREAS, the assets in which Debtor has granted Creditor a security interest include, without limitation, the Patents set forth in Section 1 hereof (the "Patents"); and

WHEREAS, to perfect such security interest, Debtor has agreed to assign to Creditor the Patents;

NOW, THEREFORE, in consideration of the recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment of Patents. Debtor does hereby assign to Creditor, all right title and interest of Debtor in the Patents set forth below:

Valve Coupling Method
and Apparatus

No. 5,738,131

2. Effect on Note. Debtor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Creditor under the Note or any document or instrument given in connection with the Note, but rather is intended to facilitate the exercise of such rights and remedies.

3. Binding Effect. This Assignment shall be binding upon Debtor and its respective successors and assigns, and shall inure to the benefit of Creditor, its nominees and assigns.

4. Governing Law. This Assignment has been executed and delivered in Fresno, California and shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Debtor has duly executed this Assignment as of the 25 day of June, 1998.

Buckner, Inc.

By: Gerald M. Lyles
Gerald M. Lyles,
President

State of CALIFORNIA
County of FRESNO

On JUNE 25, 1998 before me, KATHERINE ANNE MILLARD, NOTARY
(DATE) (NAME/TITLE OF OFFICER-i.e. "JANE DOE, NOTARY PUBLIC")
personally appeared GERALD V. LYLES
(NAME(S) OF SIGNER(S))

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.

(SEAL)

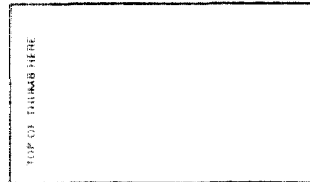
Katherine Anne Millard
(SIGNATURE OF NOTARY)

ATTENTION NOTARY

The information requested below and in the column to the right is OPTIONAL. Recording of this document is not required by law and is also optional. It could, however, prevent fraudulent attachment of this certificate to any unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:
Title or Type of Document _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

RIGHT THUMBPRINT (Optional)



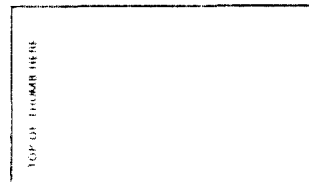
CAPACITY CLAIMED BY SIGNER(S)
 INDIVIDUAL(S)
 CORPORATE _____

OFFICER(S) _____ (TITLE(S))

- PARTNER(S) LIMITED GENERAL
- ATTORNEY IN FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
(Name of Person(s) or Entity(ies))

RIGHT THUMBPRINT (Optional)



CAPACITY CLAIMED BY SIGNER(S)
 INDIVIDUAL(S)
 CORPORATE _____

OFFICER(S) _____ (TITLE(S))

- PARTNER(S) LIMITED GENERAL
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- TRUSTEE(S)
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