

03-26-1999

U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT**



100998754  
**RECORDATION FORM COVER SHEET**  
**PATENTS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

☒ **New** **3-22-99**  
☐ **Resubmission (Non-Recordation)**  
**Document ID#**   
☐ **Correction of PTO Error**  
**Reel #**  **Frame #**   
☐ **Corrective Document**  
**Reel #**  **Frame #**

**Conveyance Type**

☒ **Assignment** ☒ **Security Agreement**  
☐ **License** ☐ **Change of Name**  
☐ **Merger** ☐ **Other**   
**U.S. Government**  
(For Use ONLY by U.S. Government Agencies)  
☐ **Departmental File** ☐ **Secret File**

**Conveying Party(ies)**

☐ **Mark if additional names of conveying parties attached** **Execution Date**  
**Month Day Year**  
**2 16 99**

**Name (line 1)** Richard A. Dortzbach and Wrenetta R. Dortzbach,  
Trustees of the Dortzbach Family Trust

**Name (line 2)**

**Second Party**

**Name (line 1)**

**Name (line 2)**

**Execution Date**  
**Month Day Year**

**Receiving Party**

☐ **Mark if additional names of receiving parties attached**

**Name (line 1)** K & B Associates, Inc.

**Name (line 2)**

**Address (line 1)** 1172 Flowerwood Place, Walnut Creek, CA 94598

**Address (line 2)**

**Address (line 3)**     
**City State/Country Zip Code**

☐ **If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)**

**Domestic Representative Name and Address**

**Enter for the first Receiving Party only.**

**Name**

**Address (line 1)**

**Address (line 2)**

**Address (line 3)**

**Address (line 4)**

03/25/1999 VBROWN 00000110 5848931

**FOR OFFICE USE ONLY**

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Refund Total:

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231  
**PATENT**  
**REEL: 9833 FRAME: 0198**

**Correspondent Name and Address**

Area Code and Telephone Number **415-391-7160**

Name **Bruce H. Johnsonbaugh**

Address (line 1) **Eckhoff, Hoppe, Slick, Mitchell & Anderson**

Address (line 2) **Four Embarcadero Center, Suite 760, San Francisco, CA 94111**

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

# **9**

**Application Number(s) or Patent Number(s)**

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)


<b>5,848,931</b>		

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number  
only if a U.S. Application Number  
has not been assigned.

PCT		PCT		PCT	
PCT		PCT		PCT	

**Number of Properties**

Enter the total number of properties involved.

# **1**

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ **\$80.00**

Method of Payment:  
Deposit Account

Enclosed ☒ Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

# **05-0420**

Authorization to charge additional fees:

Yes ☒ No ☐

**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. Charges to deposit account are authorized, as indicated herein.*

**Bruce H. Johnsonbaugh**

Name of Person Signing



Signature

**3-17-99**

Date

## ASSIGNMENT OF PATENT

WHEREAS, RICHARD A. DORTZBACH and WRENETTA R. DORTZBACH, Trustees of the Dortzbach Family Trust, created UDTA dated April 17, 1998 (herein "Assignor") of Clayton, California, owns the following Letters Patent of the United States:

<b>PATENT</b>	<b>NO.</b>	<b>ISSUE DATE</b>
Chimney Top Spark Arrester and Damper	5,848,931	December 15, 1998

WHEREAS, K & B ASSOCIATES, INC., a California corporation (herein "Assignee"), having a principal place of business at 1172 Flowerwood Place, Walnut Creek, California 94598, is desirous of acquiring the entire interest in the above-identified Letters Patent;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged and other good and valuable considerations, Assignor, by these presents does sell, assign and transfer unto the said Assignee, the entire right, title, and interest in and to the said Letters Patent aforesaid; the same to be held and enjoyed by the said Assignee for its own use and behoof, and for its legal representatives and assigns, to the full end of the term for which said letters Patent are granted, as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made, along with any rights to collect damages for past infringement, if any.

Executed this 16th day of February, 1999 at Lafayette, California.

TRUSTEES OF THE DORTZBACH  
FAMILY TRUST

  
RICHARD A. DORTZBACH, Trustee

  
WRENETTA R. DORTZBACH, Trustee

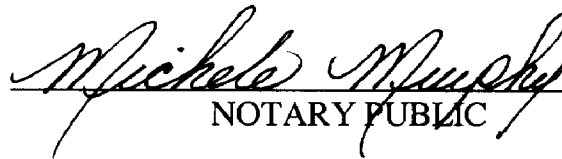
STATE OF CALIFORNIA

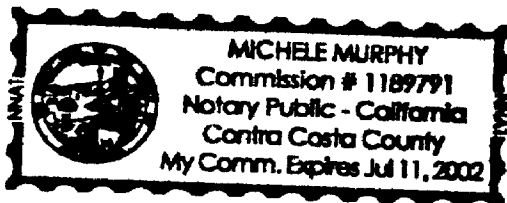
)  
) ss

COUNTY OF CONTRA COSTA

On February 16, 1999 before me, a Notary Public in and for said County and State, personally appeared RICHARD A. DORTZBACH and WRENETTA R. DORTZBACH, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity(ies), and that by 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.

  
NOTARY PUBLIC



## **SECURITY AGREEMENT--PATENT RIGHTS**

THIS SECURITY AGREEMENT is entered into between K & B ASSOCIATES, INC., a California corporation ("Borrower"), having a principal place of business at 1172 Flowerwood Place, Walnut Creek, California 94598, and RICHARD A. DORTZBACH and WRENETTA R. DORTZBACH, TRUSTEES OF THE DORTZBACH FAMILY TRUST, created UDT dated April 17, 1998 (hereinafter together referred to as "Secured Party")

WHEREAS, the Borrower and Secured Party have executed a Purchase Agreement simultaneously herewith wherein the Secured Party agreed in part to sell one United States Letters Patent to the Borrower (which agreement is hereinafter called the "Purchase Agreement"). The Purchase Agreement provides that the Borrower will make future payments to the Secured Party and the Borrower has agreed to grant to the Secured Party a security interest in the following United States Letters Patent ("Assigned Patent"):

<b><u>PATENT</u></b>	<b><u>NO.</u></b>	<b><u>ISSUE DATE</u></b>
Chimney Top Spark Arrester and Damper	5,848,931	December 15, 1998

NOW, THEREFORE, for and in consideration of the terms, conditions, promises, and stipulations as set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and Secured Party enter into this Security Agreement to secure the payment of indebtedness and for the performance of all obligations of Borrower as set forth in the Assignment Agreement. In this respect, Borrower and Secured Party specifically agree as follows:

1. **Incorporation of Purchase Agreement:** That the Purchase Agreement, executed simultaneously herewith, and all the terms and provisions thereof (including, without limitation, the \$25,000.00 Promissory Note of even date ("The Trustees' Patent Note")) are hereby incorporated herein in their entirety by this reference and any breach thereof shall likewise constitute a breach of this Security Agreement.

2. **Grant of Security Interest:** That to secure the complete and timely satisfaction of all of its obligations in the Purchase Agreement, Borrower hereby grants, conveys and assigns to Secured Party a first mortgage and security interest in and to the above listed Assigned Patent. Said security shall have priority over all other security interests; and to the extent permitted by law, Secured Party shall continue to have (until the payment in full of amount of the Note) all of the rights, privileges, and protections set forth in the Purchase Agreement, the Note and this Security Agreement. Secured Party's security interest shall not end/terminate until all the terms/provisions of the above-referenced documents are satisfied. Secured Party shall at that time file a UCC-2 Termination; and file and record a termination statement in the U.S. Patent Office.

3. **Restrictions on Future Agreements:** That Borrower agrees that, until its financial obligations set forth in the Purchase Agreement and the Note are satisfied in full, Borrower shall not, without the Secured Party's prior written consent,

- (a) enter into any agreement including a license agreement that is inconsistent with Borrower's obligations under this Security Agreement; or
- (b) take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, if doing so,

or not doing so, would impair the validity or enforcement of the Assigned Patent which is the subject of this agreement.

4. **Preservation of Collateral:** That Borrower agrees that it will take all steps necessary to maintain the Assigned Patent as valid and enforceable and to pay all maintenance fees for that patent.

5. **Enforcement of Patent:** That Borrower shall have the right, but not the obligation, to bring infringement actions against third parties, at its own expense and at no expense to the Secured Party. Borrower may retain the proceeds of any such litigation provided that it is not then in default of its financial obligations to the Secured Party under the Purchase Agreement and Note. In the event that Borrower elects not to sue an infringer, it will notify Secured Party in writing and Secured Party may thereafter, at its own expense, bring an infringement action against the infringing third party. Secured Party, however, has no obligation to bring such an infringement action. Should the Secured Party bring such an infringement action, they may retain any and all proceeds from such infringement action in addition to the proceeds from Borrower under the Purchase Agreement.

6. **Default:** That time shall always be of the essence of this Security Agreement; and, in the event of the following occurrences (hereinafter called "Events of Default"), including:

- (a) any failure to pay when due the full amount of any payment of principal, interest and other charges which are secured hereby; or
- (b) any failure to perform as required by any covenant or agreement herein, including, but not limited to, any assignment or licensing of the

transferred patent by the Borrower without obtaining the written consent of Secured Party as required herein; or

- (c) if the Assigned Patent should be seized or levied upon under any legal or governmental process against Borrower; or
- (d) Borrower becomes insolvent or is the subject of a petition in bankruptcy, either voluntary or involuntary, or makes an assignment for the benefit of creditors; or
- (e) dissolution or liquidation of the Borrower; or
- (f) the occurrence of any of the Events of Default stated in the Note if the same are not in conflict with or duplicative of the above;

then, and in any such Events of Default, the entire amount of indebtedness secured hereby shall then, or any time thereafter, at the option of Secured Party, become immediately due and payable after ten (10) days notice or demand, and further Secured Party shall have an immediate right to pursue the remedies provided herein.

7. **Cumulative Remedies:** That all of the Secured Party's rights and remedies with respect to the Assigned Patent, whether established in this Security Agreement or by the Purchase Agreement (including the Note), or by any other agreements or by law, shall be cumulative and may be exercised individually or concurrently. Secured Party shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the California Uniform Commercial Code. In the event the Secured Party elects to sell the Assigned Patent in the course of pursuing its remedies hereunder, the Borrower agrees to execute all documents necessary to transfer title to the patent and to cooperate in any other



actions necessary to have the transfer recorded with the U.S. Patent Office. Borrower further agrees to pay a reasonable attorney's fee incurred by the Secured Party as a direct result of a default by Borrower. Borrower also agrees to pay any deficiency remaining after collection of, or realization by, the Secured Party on the Assigned Patent assigned as security by this Security Agreement.

8. **Waiver:** No waiver or modifications by Secured Party of any of the terms and conditions hereby shall be effective unless in writing signed by Secured Party. No waiver by Secured Party as to any required performance by Borrower shall constitute a waiver as to any subsequent required performance or other obligations of Borrower hereunder.

9. **Enforceability:** The enforceability of this Security Agreement shall be in accordance with the laws of the State of California. Borrower agrees that venue for any action to enforce this Security Agreement or any part thereof shall be in Contra Costa County, California.

10. **UCC-I Filing:** Borrower agrees to cooperate in the preparation and the filing with the California Secretary of State of a UCC-1 form, thereby permitting Secured Party to perfect their security interest in the Assigned Patent. Borrower likewise agrees, if necessary, to cooperate in the timely extension of said security so that there is no lapse in the perfection of the same.

11. **Address for Notice Purposes:** For the purpose of any notices required or contemplated by this Security Agreement, or by the California Uniform Commercial Code, the addresses set forth in the Purchase Agreement shall apply herein.

12. **Integrated Agreement:** Borrower and Secured Party agree (and Borrower specifically acknowledges) that this Security Agreement and the incorporated or referenced documents contain all their contractual agreements and obligations and there are no others (oral or written), except as stated herein.

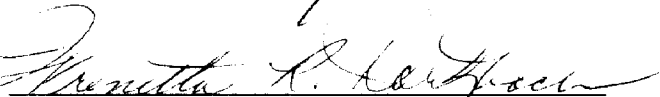
13. **Others Bound:** Borrower and Secured Party further agree that all the terms and provisions of this Security Agreement shall be and are binding upon any successors in interest of Borrower and they shall inure to the benefit of Secured Party's heirs, assigns, executors, or representatives.

EXECUTED this 16th day of February, 1999.

**SECURED PARTY**

TRUSTEES OF THE DORTZBACH  
FAMILY TRUST

  
RICHARD A. DORTZBACH, Trustee

  
WRENETTA R. DORTZBACH, Trustee

**BORROWER**

K & B ASSOCIATES, INC.

By   
ROBERT A. NICOLETTI, President

By   
ROBERT K. DONNELLY, Vice President

COUNTY OF CONTRA COSTA )

COUNTY OF CONTRA COSTA )