

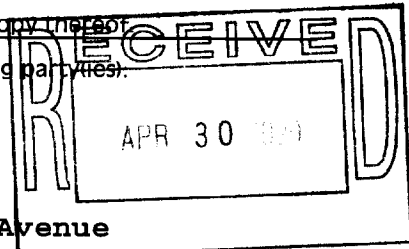
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Documents or copy thereof



MXB 4-30-99

To the Assistant Commissioner for Patents

1. Name of conveying party(ies):
Industrial Fabrication, Inc.

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

2. Name and address of receiving party(ies):
Name: Hydrocow1, Inc.
Street Address: 213 Crutchfield Avenue
Nashville, Tennessee 37210

3. Nature of conveyance:
 Assignment Merger
 Change of Name Other
 Security Agreement

Execution Date: April 23, 1999

4. Application number(s) or patent (numbers):
If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No(s):
(08/984,678)

B. Patent No(s):

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
MARK S. GRAHAM, ESQ.
LUEDEKA, NEELY & GRAHAM, P.C.
P. O. Box 1871
Knoxville, TN 37901

6. Total number of applications and patents involved:
1

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Please charge to deposit account any missing or additional fee

8. Deposit Account No. 12 - 2355

(05/04/1999 JSHABAZZ 00000050 08984678)
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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.

Mark S. Graham _____ April 27, 1999
Name of Person Signing Signature Date

Total number of pages including cover sheet: 131

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*** CERTIFICATE OF MAILING ***

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Box Assignment, Office of Public Records, U.S. Patent and Trademark Office, Crystal Gateway 4, Room 335, Washington, D.C. 20231

on April 27, 1999
Date

Mark S. Graham

ASSIGNMENT

In consideration of the payment of one (\$1.00) dollar, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Industrial Fabrication, Inc. ("Assignor") assigns to Hydrocowl, Inc. of Nashville, Tennessee ("Assignee"), its entire right, title, and interest in and to an invention entitled "ENCLOSURE FOR COMPACT DESIGN BACKFLOW PREVENTION DEVICE" (the "Invention"), and in any and all patents, reissue patents, certificates of inventorship, design registrations, utility models, and the like, that may be granted in the U.S. or in any foreign country with respect to the Invention and improvements thereto, and in any application, including continuations, continuations-in-part, or divisions, that may be filed with respect to the Invention or improvements thereto.

Assignor grants to Assignee the right to add the following information regarding a U.S. patent application to be filed so that this assignment may be recorded in the United States Patent and Trademark Office.

Enclosure for Compact Design Backflow Prevention Device
(Title of Application)

08/984,678
(Serial Number)

December 3, 1997
(Filing Date)

Assignor will, without additional charge to Assignee but at Assignee's expense, cooperate with and assist Assignee such that Assignee may realize and fully enjoy all the rights assigned hereunder, including the preparation and execution of all papers needed by Assignee, and providing such information and assistance as may

reasonably be required by Assignee in any administrative or legal proceeding to obtain or protect such rights.

Assignor represents and warrants that it has not transferred, licensed, and/or assigned any interest in the Invention to anyone other than Assignee, and that it has not entered into any contract, assignment, or license conveying any right granted to Assignee hereunder, or that would otherwise conflict with this Assignment.

This Assignment and each of its terms shall be binding on Assignor, its representatives, heirs and assigns, and shall inure to the benefit of Assignee, its successors, and assigns.

Industrial Fabrication, Inc.

Charles G. Pruitt

By: Charles G. Pruitt, President

4/23/99

Date

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Dianne Lynn McNeese a Notary Public of the state and county aforesaid, personally appeared Charles G. Pruitt with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath, acknowledged herself to be the legal representative of the within named Assignor, Industrial Fabrication, Inc., a Tennessee corporation, and that she executed the foregoing instrument on behalf of Assignor for the purposes therein contained.

This 23 day of April, 1999.

Dianne Lynn McNeese
Notary Public

My commission expires: 3-18-00