FORM P1 0-1595 R 12-22-19 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94) Image: Comparison of the Honorable Commissioner of t	Patent and Trademark Office
 Name of conveying party(ies): Della H. Williams Additional name(s) of conveying party(ies) attached? Yes XIX No Nature of conveyance: 	2. Name and address of receiving party(ies) Name: DellaWill, Inc. Internal Address: / 2 - 6 - 9 9
Assignment Merger Security Agreement Other Merger Security Agreement Other Merger Security Agreement November 3,1999	Street Address: <u>·</u> 2721 White Settlement Road City: <u>Fort Worth</u> State: <u>TX</u> ZIP: 76107 Additional name(s) & address(es) attached? □ Yesk ⊠ No
If this document is being filed together with a new applicatio A. Patent Application No.(s)	B. Patent No.(s) See Attachment of Exhibit A
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Arthur F. Zobal Internal Address:	 6. Total number of applications and patents involved: 13 7. Total fee (37 CFR 3.41)\$ 520.00 XØ Enclosed Authorized to be charged to deposit account
Street Address: 2500 Bank One Tower 500 Throckmorton Street City: Fort Worth State: TX ZIP: 76102 2/22/1999 VBROWN 00000004 581608 DO NOT US	B. Deposit account number: 23-2770 (Attach duplicate copy of this page if paying by deposit account) SE THIS SPACE
Statement and signature. To the best of my knowledge and belief, the foregoing inform the original document. Arthur F. Zobal Statement of pages including Name of Person Signing Total number of pages including Mail documents to be recorded with Commissioner of Patents & T	mation is true and correct and any attached copy is a true copy of Signature p cover sheet, attachments, and document: required cover sheet information to: rademarks, Box Assignments PATENT REEL: 010444 FRAME: 0662

Exhibit A

Country App. No. Filing Date

Patent No. Issue Date

U.S.A.	581608	2/21/84	4602123	7/22/86
U.S.A.	74336	7/16/87	4795375	1/3/89
Canada	463962	9/25/84	1230942	12/29/87
U.S.A.	815076	12/27/91	5129837	7/14/92
Canada	501246	2/6/86	1240260	88/6/8
U.S.A.	707406	3/1/85	4625645	12/2/86
Canada	466072	10/23/84	1224854	7/28/87
U.S.A.	544709	10/24/83	4525021	6/22/85
Canada	474710	2/20/85	1219913	3/31/87
U.S.A.	581610	2/21/84	4525016	6/25/85
U.S.A.	239146	2/27/81	4413874	11/8/83
U.S.A.	125161	2/27/80	4355854	10/26/82
Canada	337074	10/5/79	1134922	11/2/82
U.S.A.	104813	10/1/87	4850893	7/25/89
U.S.A.	348721	5/8/89	4904200	2/27/90
U.S.A.	348720	5/8/89	4914061	4/3/90
U.S.A.	413540	8/31/82	4718868	1/12/88
U.S.A.	184280	7/21/94	5518075	5/21/96
Canada	435644	8/30/83	1208697	7/29/86
Canada	474712	2/20/85	1231380	1/12/88

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I.

ASSIGNMENT

WHEREAS, Williams Instruments, Inc., a Texas corporation incorporated on April 16, 1963, merged with Pyro Control, Inc. to Williams-Pyro, Inc. effective January 1, 1998, which has an address at 2721 White Settlement Road, Fort Worth, Texas 76107, County of Tarrant.

WHEREAS, Robert A. Williams who resided in Fort Worth, Texas was one of the founders of Williams Instruments, Inc. and was the President of Williams Instruments, Inc. since its incorporation until his death on February 18, 1996.

WHEREAS, Della H. Williams of Fort Worth, Texas was married to Robert A. Williams since October 16, 1963 until his death on February 18, 1996.

WHEREAS the U.S. and foreign Patents listed in the attached Exhibit A were issued to Robert A. Williams in his name while at Williams Instruments, Inc. Said patents of Exhibit A resulted from patent applications filed by Robert A. Williams while at Williams Instruments, Inc.

WHEREAS by way of a Last Will and Testament of Robert A. Williams, a copy of which is attached as Exhibit B, Robert A. Williams gave, devised and bequeathed that portion of his estate that included said patents to Della H. Williams. Said bequeath of said patents was confirmed by way of a Family Settlement Agreement dated August 9, 1996, a copy of which is attached as Exhibit B. Said Will and Settlement Agreement were approved by the Probate Court, Number One of Tarrant County, Texas by

> PATENT REEL: 010444 FRAME: 0664

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an Order from the Court dated August 30, 1996 a copy of which is attached as Exhibit B;

WHEREAS, a purported Assignment of some of said patents of Exhibit A was made to DellaWill L.P. by way of a document dated June 13, 1997 and recorded in the U.S. Patent and Trademark Office on June 24, 1997 on Reel/Frame 8574/0700. Said entity, DellaWill L.P., however never came into existence;

THEREFORE, no transfer of said patents and the inventions thereof was made by the Assignment dated June 13, 1997 and recorded in the U.S. Patent and Trademark Office on June 24, 1997 on Reel/Frame 8574/0700;

WHEREAS, DellaWill, Inc., a Texas corporation of Fort Worth, Texas is interested in acquiring all right, title and interest in and to said patents of Exhibit A;

NOW THEREFORE, be it known by all whom it may concern, that for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to Della H. Williams, in hand paid, the receipt of which is hereby acknowledged, Della H. Williams has assigned, sold and set over, and by these present do as assign, sell, and set over unto said DellaWill, Inc. all of my right, title and interest in and, to said patents of Exhibit A and the inventions thereof to be held and enjoyed by said DellaWill, Inc. as fully and entirely as the same would have been held by Della H. Williams had this Assignment and sale not been made.



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IN TESTIMONY WHEREOF, I hereunto set my hand and affix my seal, at Fort Worth, State of TEXAS this rd day of thousander, 1999. Addicant Della H. Williams STATE OF TEXAS SS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Della H. Williams, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the Srd day of November, 1999.

SEAL



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Notary Public in and for said County and State

ssa W. Hoskins

Print Name



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Patent No. Issue Date

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U.S.A.	74336	7/16/87	4795375	1/3/89
Canada	463962	9/25/84	1230942	12/29/87
U.S.A.	815076	12/27/91	5129837	7/14/92
Canada	501246	2/6/86	1240260	88/6/8
U.S.A.	707406	3/1/85	4625645	12/2/86
Canada	466072	10/23/84	1224854	7/28/87
U.S.A.	544709	10/24/83	4525021	6/22/85
Canada	474710	2/20/85	1219913	3/31/87
U.S.A.	581610	2/21/84	4525016	6/25/85
U.S.A.	239146	2/27/81	4413874	11/8/83
U.S.A.	125161	2/27/80	4355854	10/26/82
Canada	337074	10/5/79	1134922	11/2/82
U.S.A.	104813	10/1/87	4850893	7/25/89
U.S.A.	348721	5/8/89	4904200	2/27/90
U.S.A.	348720	5/8/89	4914061	4/3/90
U.S.A.	413540	8/31/82	4718868	1/12/88
U.S.A.	184280	7/21/94	5518075	5/21/96
Canada	435644	8/30/83	1208697	7/29/86
Canada	474712	2/20/85	1231380	1/12/88

	9 9 X 8 6	EXHIBIT B
	LETTERS TESTAMENTARY	
Cause No. 96-510-1		
The State of Texas County of Tarrant	§ § §	In Probate Court Tarrant County, Texas
	f the Probate Court of Tarran	t County, Texas do hereby certify that
I	DELLA H. WILLIAMS	5
qualified according to law as INDEPEI without bond of the estate of	NDENT EXECUTRIX	
ROBERT AI	LONZO WILLIAMS, HI	, DECEASED
These are, therefore, given to p full force and effect.	prove her capacity to act as s	uch and that said appointment is still in
Witness my hand and seal of t 30th day of August A. D. 1996.	he Probate Court of Tarrant (County, at Fort Worth, Texas, on the
	Probate	ne Henderson, County Clerk Court, Tarrant County, Texas La March Deputy Dracey Wood
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NO.	96-5	510-1
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IN RE: THE ESTATE OF	Ş	IN THE PROBATE COURT
ROBERT ALONZO WILLIAMS, III,	s Ş	NUMBER ONE
DECEASED	9 §	TARRANT COUNTY, TEXAS

ORDER APPROVING FAMILY SETTLEMENT AGREEMENT AND PROBATING WILL AND AUTHORIZING ISSUANCE OF LETTERS TESTAMENTARY

On this day, came on to be heard the written Application of Della H. Williams to probate the will of Robert Alonzo Williams, III, Deceased, the original of which cannot be produced in court, and which is dated March 14, 1990 (the "1990 Will"). Application was also made for issuance of letters testamentary. In support of the Application, there was presented in open court à true and exact copy of the will not produced in Court, that copy having been filed with the Court on June 18, 1996. Due proof was taken in the manner required by law, and it appears to the satisfaction of the Court that this Court has jurisdiction and venue over the estate, these proceedings and the subject matter. Having considered the evidence, the Court makes the following findings of fact:

- 1. All of the statements and allegations contained in the Application arc true.
- 2. Decedent executed a last will and testament dated March 14, 1990, but the will cannot be produced in Court because the original of said Will cannot be located. The copy of the 1990 Will filed with the Court is a true and exact copy and was authenticated by an individual who read the 1990 Will and has personal knowledge of its contents. The contents of the 1990 Will are found to be as contained in Exhibit "A" attached hereto and incorporated herein by reference.
- 3. Notices of applicant's filing of the Application have been issued and posted in the manner and for the length of time required by law. No one has appeared to contest or object to the Application to Probate the 1990 Will other than Robert R. Williams, as further described in paragraph 13 herein.
- 4. Robert Alonzo Williams, III, is deceased. Robert Alonzo Williams, III, died on February 18, 1996, in Tarrant County, Texas, at the age of seventy-seven years.
- 5. Decedent's residence and his principal estate is, and was at the time of his death situated in Tarrant County.
- 6. Four years have not elapsed since Decedent's death and prior to the application herein.

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- 7. Decedent, at the time the 1990 Will was executed, was of legal age, was of sound mind, and the 1990 Will was executed with the formalities and solemnities and under the circumstances required by law to make the 1990 Will a valid, self-proved Will.
- 8. The 1990 Will of Robert Alonzo Williams, III, was not revoked prior to his death.
- 9. Della H. Williams is named in the 1990 Will as Independent Executrix of Decedent's Estate without bond and is not disqualified by law from accepting Letters Testamentary.
- 10. No child or children were born to or adopted by the Decedent after the execution of the 1990 Will.
- 11. Neither the State of Texas, nor a government agency of the State of Texas, nor any charitable organization is named in the 1990 Will as a devisee.
- 12. Decedent was not divorced after the date of the 1990 Will.

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- 13. Other than (1) the Opposition to Application for Community Administration and Contingent Application for Letters Testamentary (which contains general opposition to the appointment of Della Williams as personal representative) and (2) the offer of the 1994 Will (as described in paragraph 15), both filed by Robert R. Williams and both voluntarily withdrawn by Robert R. Williams, no contest or objection to the admission of the 1990 Will to probate has been filed.
- 14. The 1990 Will provides that no action be had in the Probate Court with respect to Decedent's estate other than the probate of the will and the filing and approval of an inventory, appraisement, and list of claims of the estate.
- 15. Robert R. Williams, son of Decedent, filed an Application for Probate of Will and Issuance of Letters of Administration with Will Annexed with this Court, for the probate of another purported will of Decedent, dated July 21, 1994 (the "1994 Will").
- 16. Robert R. Williams, Brent Warren Williams, John Hughes Williams, Melissa Williams, Dorothy Jean Arnold, Penny Graham, Jeff Kaufman, James Craig Walters, Donna Mills, Robert McKinney, Della H. Williams, Marjorie Youngberg (apparently mistakenly referred to in the 1994 Will as "Youngblood"), Christine Adkins, Charlotte Hyduke, and Joan Williams are all persons named as beneficiaries under the 1994 Will (Della H. Williams was the only person named as beneficiary under the 1990 Will).
- Della H. Williams has filed (1) a Contest to Probate of the 1994 Will and Opposition to Issuance of Letters Testamentary, and (2) an Application for Probate of Will and for Issuance of Letters Testamentary in this Court for the probate of the 1990 Will.

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PATENT REEL: 010444 FRAME: 0670

- 18. The Contest to Probate filed by Della H. Williams alleges that the 1994 Will is not a lawful and valid will of Robert Alonzo Williams, III, Deceased, and that the 1994 Will should therefore not be admitted to probate.
- 19. A Family Settlement Agreement (a copy of which is attached hereto as Exhibit "B") was reached among all of the persons named as beneficiaries of the 1994 Will in which it was agreed, *Inter alia*, that the 1990 Will would be admitted to probate as the valid Last Will and Testament of Decedent, that Della H. Williams would be appointed as the Independent Executrix of Decedent's Estate, and that Robert R. Williams would withdraw his Application for Probate of the 1994 Will.
- 20. Robert R. Williams has filed a voluntary withdrawal of his Application for Probate of Will and Issuance of Letters of Administration with Will Annexed.
- 21. It was also agreed in the Family Settlement Agreement that the terms of the 1990 Will shall control the administration and distribution of Decedent's Estate, except to the extent that the Agreement changes the administration and distribution plan of Decedent's Estate from the terms of the 1990 Will.

IT IS THEREFORE, the ORDER of this Court as follows:

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- 1. The Family Settlement Agreement entered into among the persons named as beneficiaries in the 1994 Will is hereby approved and distributions from the Estate in accordance with the terms of that Agreement are hereby authorized.
- 2. The 1990 Will, the contents of which are set forth in Exhibit "A" attached hereto and incorporated into this Order, is hereby proven, established, and admitted to probate and record as the Last Will and Testament of Robert Alonzo Williams, III.
- 3. The Motion for the withdrawal of the Application for Probate of Will and Issuance of Letters of Administration with Will Annexed for the 1994 Will is approved and the Contest to Probate and Opposition to Issuance of Letters Testamentary filed against that will is dismissed.
- 4. Della H. Williams is hereby appointed as Independent Executrix of the Estate of Robert Alonzo Williams, III, without bond or other security.
- 5. Della H. Williams is entitled to receive Letters Testamentary and the same are hereby granted to Della H. Williams without bond, upon the taking of the oath as required by law, and the Clerk of this Court shall issue Letters Testamentary in accordance with this Order.
- 6. No necessity exists for the appointment of appraisers of the assets of Decedent's estate.

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Nast Will and Testament

ROBERT ALONZO WILLIAMS, III

I, ROBERT ALONZO WILLIAMS, III, Social Security Number 325-46-0659, of Fort Worth, Tarrant County, Texas, being of full age, sound mind and memory and under no restraint, do make, publish and declare this instrument to be my Last Will and Testament and hereby revoke all Wills and Codicils ever before made by me.

I do hereby state that I am a married person with four (4) children.

ITEM I

I direct my Executor to pay all of the expenses of my last illness, of my functal and burial and of the administration of my estate.

ITEM II

I direct my Executor to pay all inheritance, transfer, estate and similar taxes (including interest and penalties) assessed or payable by reason of my death on any property or interest in property which is included in my estate for the purpose of computing taxes. By Executor shall not require any beneficiary under this Will to reimburse my estate for taxes paid on property passing under the terms of this Will.

ITEM III

I hereby authorize my Executor to utilize the services of an attorney, accountant and any other professional as may be necessary in the administration of this, my Last Will and Testament. The expenses incurred by the Executor using such professional services shall be an expense to my estate and shall be paid by my estate.

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EXHIBIT "A" TO ORDER

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ITEM IV

My Executor named herein shall be entitled to reasonable compensation commensurate with the services actually performed and to reimbursement for expenses properly incurred.

ITEM V

I give, devise and bequeath the entire residue of my estate, whether real, personal or mixed, of ever kind, nature and description whatsoever, and wherever situated, which I may now own or hereafter acquire, or have the right to dispose of at the time of my death, by the power of appointment or otherwise, to my wife, DELLA H. WILLIAMS, absolutely and in fee simple.

ITEM VI

Should, however, my wife, DELLA H. WILLIAMS, predecease me or fail to survive me by thirty (JO) days, then the gifts, devises and bequests to DELLA H. WILLIAMS shall fail and be of no effect, and in that event, I give, devise and bequeath the entire residue of my estate, whether real, personal or mixed, of every kind, nature and description whatsoever, and wherever situated, which I may now own or hereafter acquire, or have the right to dispose of at the time of my death, by the power of appointment or otherwise, to my children, ROBERT R. WILLIAMS, BRENT WARREN WILLIAMS, JOHN H. WILLIAMS and HELLISSA ANN WILLIAMS, absolutely and fee simple, share and share alike.

Should any such child predecease me, then his or her share shall pass per stirpes, that is, (a) if that child has living issue, the portion of my estate otherwise reserved for that child shall be distributed among said living issue by right of representation; or (b) if that child has no living issue, the portion of my estate otherwise reserved for that child shall be distributed among those of my children who did survive me and, by right of representation, among the living issue of those of my children who did predecease me.

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I nominate and appoint my wife, DELLA H. WILLIAMS, as Executrix of this, my Last Will and Testament, and require that said Executrix serve without bond.

In the event that the above-named Executrix shall, for any reason, fail to qualify, or having qualified, fail to complete the administration of my estate, I nominate and appoint DAVID LACEY, attorney at law, Fort Worth, Texas, instead and give to said Executor all rights, powers and immunities set forth in this Will, including the requirement that said Executor serve without bond.

ITEM VIII

In addition to the powers and authority conferred upon executors and trustees by law, my Executor and Trustee, if any, or any duly appointed successor shall have authority without adjudication, order or direction of the Court:

(a) To sell, pursuant to option or otherwise, at public or private sale and upon such terms as the Executor shall deem best, any real or personal property belonging to my estate, without regard to the necessity of such sale for the purpose of paying debts, taxes or legacies;

(b) To retain any or all of such property not so required without liability for any depreciation thereof:

(c) To assign or transfer certificates of stock, bonds or other securities;

(d) To adjust, compromise and settle any and all claims in favor of or against my estate;

(e) To conduct and carry on all business now conducted by me and to do all things necessary or proper in the usual course of business until such time as the business can be sold or distributed as a going concern or otherwise, and the Executor shall be exonerated from any loss which may result thereby; and

(f) To do any and all things necessary or proper to complete the administration of my estate, all as fully as I could do if living.

<u>item ix</u>

I hereby direct that no action be had in the county court in relation to the settlement of my estate other than the probate and recording of this, my Last Will and Testament, and

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TRUE AND CURRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: SUZANHE HENDERSON, COUNTY CLERK.

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the return of an inventory, appraisement and list of claims of my estate.

ITEM X

If, subsequent to the execution of this, my Last Will and Testament, there shall be an additional child or additional children born to or legally adopted by me, ROBERT ALONGO WILLIAMS, III, then and such event, such child or children shall share in the benefits of my estate equally and to the same extent as my children hereinabove named, and the provisions of this Will shall be deemed modified to the extent necessary to effectuate such intention.

ITEM XI

As used herein, the singular form of a word includes both the singular and plural, and reference to words of a certain gender includes reference to all genders.

ITEM XII

Except as hereinafter directed, if I and any beneficiary under this, my Last Will and Testament, should die in a common accident or disaster or under such circumstance that it is difficult or impractical to determine who survived the other, or if any beneficiary, though surviving me, should die within thirty (30) days from and after the date of my death, then such beneficiary shall be deemed to have predeceased me. Should my wife, DELLA H: WILLIAMS, and I die in a common accident or disaster or under such circumstance that it is difficult or impractical to determine who survived the other, or should my wife, though surviving me, die within thirty (30) days from and after the date of my death, then one-half of all community property shall be distributed as if I survived and the other

IN WITNESS WHEREOF, I hereunto sign my name and acknowledge and publish this instrument, consisting of Six (6) typewritten pages, identified by my signature, as my Last Will and

> TRUE AND CORRECT COPY OF ORIGINAL RECORD FLED IN TARRANT COUNTY, TEXAS: BUZANNE HENDERSON, COUNTY CLERK

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Testament, in the presence of the undersigned witnesses, on this 14 day of March, 1988. Row Robert alongo // ROBERT ALONZO WILLIAMS, Row We, the undersigned, mereby state that the foregoing instrument was signed and acknowledged in our presence by ROBERT ALONZO WILLIAMS, III as his Last Will and Testament, and, at his request, in his presence and in the presence of each other, we do hereunto sign our names as witnesses thereto, on this 14 day of March, 1989. DANT itte Kours_ THE STATE OF TEXAS \$5. COUNTY OF TARRANT BEFORE ME, the undersigned authority, on this day personally appeared ROBERT ALONZO/WILLIAMS, III, JEANETIC ROWE . 11111 strangen to me to be the testator i and \ 1 LILINCand the witnesses, respectively, whose namos are subscribed to the foregoing instrument in their respective capacities, and, all of said persons being by me duly sworn, Popphy Atrice of WILLIAMS, III, the testator, declared to we and to the witnesses in my presence that said instrument is his Last Will and Testament and that he willingly made and executed it as his free act and deed for the purposes therein expressed; and the said witnesses stated to me, in the presence and hearing of the testator, that said testator had declared to them that the foregoing instrument is his tast Will and Testament, that he executed it as such and said witnesses stated further that they المحمد الأرجاح المحمد وموجود جام الموسومة المهدم المرجا المرواقية and at his request, that he was at that time eighteen (18). TAT THIS CONNECT GOTY OF OR GARA RESCRUPTION HAD BE TAREANT COUNTY, TEXAS: BUZZERE HERERSON, COUNTY CLARM Deputy R.A.W. Dav

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years of age or over and was of sound mind and that each of said witnesses was then at least fourteen (14) years of age. Ŧ Robert alomo · n ROBERT ALONZO WILLIAMS, III Witne Witness Subscribed and acknowledged before me by ROBERT ALONZ WILLIAMS, III, the testator, and subscribed and sworn to before Lurvey and Journett Rows, witnesses, this me by Shaung_ , 1969. 14+4 day of march V, L. 1 NOTARY PUBLIC ÷ TARRANT COUNTY, TEXAS My Commission Expires: REDECCHE OUT GARNER, HARAN Public in and for the State of Foxus My Commission Expires 10-02-1900 TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: SUZANNE HENDERSON, COUNTY CLERK <u>an I</u> BY 6 R.A.W. poi I

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7. The proceedings herein shall be recorded by the Clerk in the Minutes of this Court.

lucust 1926 SIGNED this Day of

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THIS AGREEMENT is entered into on the <u>9th</u> day of <u>Augost</u>, 1996, by and among ROBERT R. WILLIAMS, DELLA HUTCHISON WILLIAMS, BRENT WARREN WILLIAMS, JOHN HUGHES WILLIAMS, MELISSA WILLIAMS, DOROTHY JEAN ARNOLD, PENNY GRAHAM, JEFF KAUFFMAN, CRAIG WALTERS, DONNA MILLS, ROBERT McKINNEY, MARJORIE ; YOUNGBERG (apparently mistakenly referred to in the 1994 Will as "Youngblood," but hereafter referred to as Youngberg), CHRISTINE ADKINS, CHARLOTTE HYDUKE and JOAN WILLIAMS (collectively the "Parties" and individually a "Party").

WHEREAS, ROBERT ALONZO WILLIAMS ("Decedent"), died on February 18, 1996, in Tarrant County, Texas; and

WHEREAS, at the time of his death, Decedent was married to Della Hutchison Williams; and WHEREAS, Robert R. Williams, Broat Warren Williams, John Hughes Williams and Melissa Williams are all the Decedent's natural children and each survived the Decedent; and

WHEREAS, Robert R. Williams has filed an Application for Probate of Will in Probate Court No. 1, Tarrant County, Texas, Cause No. 96-510-1, for the probate of a purported will of the Decedent dated July 21, 1994, hereinafter referred to as the "1994 Will"; and

WHEREAS, Dorothy Jean Arnold, Penny Graham, Jeff Kauffman, Craig Walters, Donna Mills, Robert McKinney, Marjorie Youngberg, Christine Adkins, Charlotte Hyduke, and Joan Williams are persons named as beneficiaries under the "1994 Will", who would each receive a cash bequest as stated in the "1994 Will" if such 1994 Will was probated; and

WHEREAS, Della Hutchison Williams has filed a Petition challenging the validity of the "1994 Will" and an Application for Probate of Will in Probate Court No. 1, Tarrant County, Texas, for the probate of a purported will of the Decedent dated March 14, 1990, hereinafter referred to as the "1990 Will"; and

Family Settlement Agreement



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EXHIBIT "B" TO ORDER

PATENT REEL: 010444 FRAME: 0679

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WHEREAS, a dispute exists among certain Parties to this Agreement concerning the validity of the "1994 Will", the administration of the Decedent's Estate, the claims against the Estate, and other matters including the Decedent's testamentary capacity, based upon medical information, relating to the time the Decedent signed the "1994 Will", and the Parties recognizing that a contest of the "1994 Will" would be expensive and time consuming and desire to compromise and settle all claims and causes of action in connection with the said disputes and as further stated herein.

NOW, THEREFORE, upon the mutual covenants, terms and conditions contained herein, the Parties agree as follows:

Agreement

1.1 All Parties agree that the 1990 Will of Decedent, a true and correct copy of which is attached hereto as <u>Exhibit "A"</u>, will be admitted to probate as the valid Last Will and Testament of Decedent. Each Party agrees that he or she will not contest directly or indirectly the probate of the "1990 Will" or the appointment of Della Hutchison Williams as the Independent Executrix of Decedent's Estate or will not participate in any contest of the "1990 Will" or Della Hutchison Williams' appointment. All Parties further agree that significant issues exist regarding the validity of the "1994 Will".

1.2 The Parties agree that after the "1990 Will" has been duly admitted to probate in Tarrant County Probate Court No. 1, and Della Hutchison Williams has received issuance of Letters Testamentary naming her as the Independent Executrix of Decedent's Estate, all Parties agree that in recognition of the disputes described above and as consideration for the settlement thereof there shall be the following changes in the distribution plan of the Decedent's Estate from the terms of the "1990 Will":

(a) Robert R. Williams shall receive from the Estate the sum of Four Hundred Thousand Dollars (\$400,000) in cash and all known stock ownership of R. A. Williams in Sports Arms Technology Co. including any separate property or community property interest shares of stock owned by Della Hutchison

Family Settlement Agreement		!	Page 2
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PATENT REEL: 010444 FRAME: 0680 Williams or her children at the time of Decedent's death in Sports Arms Technology Co.). Della Williams and her children will resign all officer and director positions in Sports Arms Technology Co.;

(b) Brent Warren Williams shall receive from the Estate the sum of Ten Thousand Dollars (\$10,000) in cash;

(c) John Hughes Williams shall receive from the Estate the sum of Twenty-Five Thousand Dollars (\$25,000) in cash;

(d) Melissa Williams shall receive from the Estate the sum of Sixty Thousand Dollars (\$60,000) in cash;

(c) Dorothy Jean Arnold shall receive from the Estate the sum of Ten Thousand Dollars (\$10,000) in cash;

(f) Penny Graham shall receive from the Estate the sum of Ten Thousand Dollars (\$10,000) in cash;

(g) Jeff Kauffman shall receive from the Estate the sum of Ten Thousand Dollars (\$10,000) in cash;

(h) Craig Walters shall receive from the Estate the sum of Twenty Thousand Dollars (\$20,000)

in cash;

(i) Donna Mills shall receive from the Estate the sum of Ten Thousand Dollars (\$10,000) in cash;

(j) Robert McKinney shall receive from the Estate the sum of Ten Thousand Dollars (\$10,000) in cash;

(k) Marjorie Youngberg shall receive from the Estate the sum of Twenty Thousand Dollars
 (\$20,000) in cash;

Family Settlement Agreement

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Christine Adkins shall receive from the Estate the sum of Ten Thousand Dollars (\$10,000)

in cash;

(1)

(m) Charlotte Hyduke shall receive from the Estate the sum of Ten Thousand Dollars (\$10,000) in cash; and

(n) Joan Williams shall receive from the Estate the sum of Ten Thousand Dollars (\$10,000) in cash.

1.3 Except as expressly stated in this Agreement, the terms of the "1990 Will" shall control the administration and distribution of Decedent's Estate. As stated in the "1990 Will", all of the rest and residue of the Estate of R. A. Williams shall pass from the Decedent outright to Della Hutchison Williams. Della Hutchison Williams shall serve as Independent Executrix of the Estate of R. A. Williams. No Party shall challenge or contest directly or indirectly the right of Della Hutchison Williams to (i) receive such Letters Testamentary as Independent Executrix of the Estate of R. A. Williams or (ii) to discharge her duties as Independent Executrix of Decedent's Estate.

1.4 Following the execution of this Agreement, and approval of the Agreement by the Tarrant County Probate Court No. 1, Robert R. Williams shall file with the Court a withdrawal of his Application and Request to admit the 1994 Will to Probate, and Robert R. Williams will not thereafter refile such Application to Probate the "1994 Will".

1.5 No federal estate taxes and/or state inheritance taxes, if any, payable by Decedent's Estate shall be apportioned to Robert R. Williams.

1.6 Each of the Parties, who shall receive an asset or distribution pursuant to this Family Settlement Agreement shall not be entitled to receive interest thereon or income carned by such asset or distribution during the time that such asset was held in the Decedent's Estate except in accordance with the

Family Settlement Agreement

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Texas Probate Code provision providing if payment is delayed beyond one year after issuance of Letters Testamentary to Della Hutchison Williams as the Decedent's Independent Executrix.

1.7 The distributions from the Decedent's Estate as set forth in this Agreement to Robert R. Williams shall be made by the Independent Executix within thirty (30) days after the date: this Agreement is approved by the Tarrant County Probate Court No. 1; the "1990 Will" is admitted to probate; and Della Hutchison Williams receives Letters Testamentary as the Decedent's Independent Executrix.

1.8 The distributions to all other persons entitled to receive a cash bequest under the "1994 Will" shall take place within sixty (60) days after: the date this Agreement is approved by the Tarrant County Probate Court No. 1; the 1990 Will is admitted to probate; and Della Hutchison Williams receives Letters Testamentary as the Decedent's Independent Executrix.

1.9 Each of the Partics to this Agreement hereby release, quit-claim and forever discharge the Decedent's Estate and each of the other Parties to this Agreement, their agents, attorneys, heirs, successors and assigns from any and all claims, demands, causes of action of any nature, whether now known or unknown, including, without limitation, (i) the right to receive any portion of the Estate of Robert Alonzo Williams, Decedent, except as is expressly provided in this Agreement, (ii) the right to payment from the Estate of Robert Alonzo Williams, claims concerning the maintenance and administration of the Estate, (iii) elaims arising out of the conduct or p: osecution of litigation in or pertaining to the Estate, other than as provided in this Agreement, and (iv) any claims against other property or rights held or claimed by R. A. Williams as of the date of his death including rights in or claims against Williams Instruments, Inc. or Pyro-Control, Inc.

1.10 Robert R. Williams represents that he has returned to Della Williams all documents of any kind or character that belong to R. A. Williams, Williams Instruments, Inc., Pyro Control, Inc., or the Estate of R. A. Williams, Deceased. Della Williams acknowledges her receipt of all such documents and further

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represents that she knows of no other documents of any kind or character belonging to R. A. Williams, Williams Instruments, Inc., Pyro Control, Inc., or the Estate of R. A. Williams, Deceased, that remain in the possession of Robert R. Williams.

1.11 Each party signing this Agreement agrees to execute and sign any and all documents necessary to carry out the terms of this Agreement.

1.12 Robert R. Williams shall receive from the Estate the bound, illustrated Air Force Company book referenced in the "1994 Will".

Miscellaneous Provisions

2.1 This Agreement shall be binding upon the Parties hereto and their respective heirs, successors and assigns.

2.2 This Agreement may not be changed orally, but only by an agreement in writing signed by the Parties. No, act, delay, omission, course of dealing among the Parties will be a waiver of any rights or remedies under this Agreement. Any waiver of any right, remedy or requirement under the terms hereof on any occasion will not be a bar or constitute a waiver of the exercise of the same or other right or remedy on subsequent occasions.

2.3 This Agreement shall be governed by and be in accordance with the laws of the State of Texas.

2.4 If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

2.5 All covenants, agreements and representations and warranties made in this Agreement shall survive the execution of this Agreement.

Family Settlement Agreement

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Each Party to this Agreement waives all future participation in the Estate as a beneficiary 2.6 of the Estate of Robert Alonzo Williams, including a release of all rights arising under the Texas Probate

Code.

2.7 This Agreement may be executed in any number of individual counterparts signature pages and each such counterpart signature page shall, when attached hereto, be deemed part of this original Agreement for all purposes.

EXECUTED on the date first above written.

Robert R. Williams

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Brent Williams Warren

John Hughes iams

Melissa Williams

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Penny Graham

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Family Settlement Agreement

Donna Mills

Robert McKinney

Marjorie Youngblood

Christine Adkins

Charlotte Hyduke

Joan Williams

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Robert R. Williams	Craig Walters
Della Hutchinson Williams	Donna Mills
Brent Warren Williams	Robert McKinney
John Hughes Williams	Marjorie Youngblood BERG MY
Melissa Williams	Christine Adkins
Dorothy Jean Arnold	Charlotte Hydukc
Penny Graham	Joan Williams
Jeff Kautiman	
Family Settlement Agreement	Page 7
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PATENT REEL: 010444 FRAME: 0687 2.6 Each Party to this Agreement waives all future participation in the Estate as a beneficiary of the Estate of Robert Alonzo Williams, including a release of all rights arising under the Texas Probate Code.

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Robert McKinney

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Penny Graham

Joan Williams

Jeff-Kauffman

Family Settlement Agreement

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Robert R. Williams	Craig Walters
Della Hutchinson Williams	Donna Mills
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Brent Warren Williams	Robert McKinney
John Hughes Williams	Marjorie Youngblood
Melissa Williams	Christine Adkins
	Charlotter Hydrike
Dorothy Jean Arnold	Charlotte Hyduke
Penny Graham	- Joan Williams
Jeff Kauffman	

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Family Settlement Agreement



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SUZANNE HENDERSON, COUNTY CLERK

Deputy

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Marjorie Youngblood

Christine Adkins

Charlotte Hyduke

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Joan Williams

Jeff-Kauffman

Penny Graham

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RECORDED: 12/06/1999