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**Conveyance Type**

- ☒ Assignment ☐ Security Agreement  
☐ License ☐ Change of Name 3.30.00  
☐ 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 8/15/00

Name (line 1) Randall J. Houck

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) EZflow, L.P.

Name (line 2)

Address (line 1) 65 Industrial Park

Address (line 2)

Address (line 3) Oakland

City Tennessee

State/Country

38060

Zip Code

☐ If document to be recorded  
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domiciled in the United  
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Assignment.)

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

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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: 010721 FRAME: 0020**

<b>Correspondent Name and Address</b>	<b>Area Code and Telephone Number</b>
Name <u>David A. Tamburro</u>	<u>954-419-9307</u>
Address (line 1) <u>1129 West Lakes Drive, Deerfield Beach, Florida 33442</u>	
Address (line 2) _____	
Address (line 3) _____	
Address (line 4) _____	

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. # 4

**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)		
<u>09/346,473</u>					

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): \$ 40.00

Method of Payment: Enclosed ☒ Deposit Account ☐

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

Deposit Account Number: # \_\_\_\_\_

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.*

David A. Tamburro	<u>David A. Tamburro</u>	<u>5/30/02</u>
Name of Person Signing	Signature	Date

**RESTRICTED ASSIGNMENT BY RANDALL J. HOUCK  
OF "BIO BOX" PATENT RIGHTS**

On March 15, 2000, this Restricted Assignment, ("Assignment") was entered into between Randall J. Houck, who resides in St. Augustine, Florida, ("Houck"), and EZflow, L.P. ("EZflow"), a Limited Partnership organized under the laws of the State of Tennessee and whose address is 65 Industrial Park, Oakland, Tennessee, 38060.

**PREAMBLE**

**WHEREAS**, Houck owns all right, title and interest in a certain United States patent application listed in Attachment "A" ("the Patent Rights");

**WHEREAS**, Houck has entered into a separate agreement with EZflow pursuant to which EZflow is acquiring certain assets of EEE-ZZZ Way Drain Company of Florida, Inc. ("EZW"), a Florida corporation wholly owned by Houck and his wife, Dorothy Houck, such acquisition including machinery, intellectual property, good will and other assets (the "Florida Acquisition Agreement"); and

**WHEREAS**, The Florida Asset Purchase Agreement requires this separate Assignment of the Patent Right of EZflow;

**NOW THEREFORE**, the parties having exchanged valuable consideration receipt of which is acknowledged, enter into this Assignment under the following terms and conditions:

**I. Assignment**

1.1 Houck hereby assigns to EZflow all of his right, title and interest in the Patent Rights, together with the invention or inventions therein shown and described and any improvements on those inventions heretofore or hereafter made, any divisions or continuations of the application, and all patents, United States and foreign, to be granted upon any such application or for the invention or inventions thereof, and any reissues, continuations or extensions of such patents; and Houck does hereby authorize and request the Commissioner of Patents and Trademarks to issue all patents on the United States patent application or for the invention or inventions hereof, in accordance with this Assignment.

1.2 Houck hereby agrees that he will whenever counsel for EZflow shall advise that any proceeding in connection with the Patent Rights is lawful and desirable or that any reissue or extension of any of the Patent Rights or re-examination thereof is lawful and desirable, to sign all papers and documents, take all lawful oaths, and do all reasonable acts necessary or required to be done for the procurement, maintenance, enforcement and defense of the Patent Rights, without charge or expense to Houck, but at

the cost and expense of *EZflow*.

## **II. Restrictions on Assignment**

2.1 Until such time as all of the payments required under the Florida Asset Purchase Agreement are paid by *EZflow* to Houck, *EZflow* agrees to refrain from assigning, transferring, mortgaging, pledging or otherwise encumbering the Patent Rights without the consent of Houck. *EZflow* agrees to advise Houck in writing within ten (10) days of any change in the Partnership's general partner.

## **III. Other Terms and Conditions**

3.1 *EZflow* agrees to timely make all maintenance fee and annuity payments for the Patent Rights as required and provide Houck proof of such payment. *EZflow* further agrees to vigorously defend the Patent Rights against any validity challenge, and to further refrain from taking any action which would impair or destroy the value of the Patent Rights. *EZflow* agrees to enforce the Patent Rights against any infringement by third parties, if in its sole discretion, *EZflow* concludes that such action is proper and warranted and *EZflow* shall retain all moneys and compensation received from and/or awarded for that infringement.

3.2 The parties agree that an executed original of this Assignment shall be recorded in the United States Patent and Trademark Office forthwith.

3.3 *EZflow* acknowledges that any attempt by it to assign, transfer, mortgage, pledge or otherwise encumber the Patent Rights in violation of Section II above is likely to cause irreparable injury to Houck. Therefore, *EZflow* agrees that Houck is entitled to immediate preliminary injunctive relief without bond in such event.

3.4 The parties believe that there are no inconsistencies between the terms and conditions in this Assignment and the Florida Asset Purchase Agreement. However, in the event that any party believes that such inconsistency has been discovered, then the parties agree to negotiate in a good faith effort to resolve such inconsistency. In the event that negotiations fail to resolve the purported inconsistency, then the issue(s) shall be resolved by binding arbitration performed in accordance with the commercial arbitration procedures of the American Arbitration Association which shall be submitted to one arbitrator mutually selected by the parties from a panel or arbitrators from the American Arbitration Association and any determination or monetary award by such arbitrator may be entered and enforced by a court of competent jurisdiction.

3.5 Any written notice required under this Assignment shall be sent by both facsimile and first class mail with copies to counsel for each of the parties as set out below:

- (a) As to Randall J. Houck:  
Randall J. Houck  
1700 Lakeside Avenue  
St. Augustine, FL 32086-5177  
Fax: (904) 797-6239

Todd Watson, Attorney at Law  
7785 Baymeadows Way, Suite 107  
Jacksonville, FL 32256  
Fax: (904) 739-9748

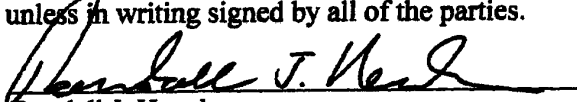
- (b) As to EZflow:  
Mr. T. Wayne Drake  
Chief Financial Officer  
Ring Corporation  
One Industrial Park  
Oakland, TN 38060  
Fax: (901) 465-1148

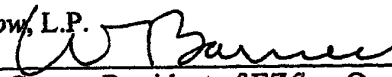
Paul R. Lawler, Esquire  
Glankler Brown, PLLC  
1700 One Commerce Square  
Memphis, TN 38103  
Fax: (901) 525-2389

3.6 The failure of either party to enforce any of the terms, provisions or conditions of this Assignment or to exercise any right hereunder shall not constitute a waiver of the same or affect that party's right thereafter to enforce the same provision.

3.7 Notwithstanding that any provision of this Assignment may prove to be unenforceable, the remaining provisions of this Assignment shall continue in full force and effect.

3.8 No variation, modification or alteration of any of the terms of this Assignment shall be of any effect unless in writing signed by all of the parties.

  
Randall J. Houck

By:   
EZflow, L.P.  
W.L. Garner, President of EZflow Operations,  
Ring Corporation, a Tennessee Corporation,  
General Partner

**Attachment "A" to Restricted Assignment By**  
**Randall J. Houck of "Bio-Box" Patent Rights**

United States Patent Application S.N. 09/346,473 filed July 1, 1999 for  
"Septic Tank Effluent Filtering Apparatus and Method".<sup>1</sup>

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<sup>1</sup>Referred to by the parties as the "Bio-Box" inventions.

RECORDED: 03/30/2000

PATENT  
REEL: 010721 FRAME: 0025