

12-02-2002

Docket No.: 150-3166-U

ET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



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

1. Name of conveying party(ies):  
**MALLARD PRODUCTS, INC.**

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

3. Nature of conveyance:

11/802

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: **August 13, 1997**

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

Name: **MAGNE-FLO INCORPORATED**

Internal Address:

Street Address:

**24854 Avenue Rockefeller**

City: **Valencia**

State: **CA**

ZIP: **91355**

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

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

**5,799,681**

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Edgar A. Zarins**

Internal Address: **Legal Department**

Street Address: **Masco Corporation**

**21001 Van Born Road**

City: **Taylor**

State: **MI**

ZIP: **48180**

6. Total number of applications and patents involved:

**1**

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

☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☒ Authorized to be charged to deposit account

8. Deposit account number:

**13-1981**

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

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.

**Edgar A. Zarins, Reg. #30,986**

Name of Person Signing

Signature

Total number of pages including cover sheet, attachments, and document:

**3**

Date

11/8/2002

PATENT

REEL: 013516 FRAME: 0476

RECORDS SECTION  
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## ASSIGNMENT

WHEREAS, MALLARD PRODUCTS, INC., a corporation organized and existing under the laws of the State of California, having a place of business at 1421 Pleasant Oaks Place, Thousand Oaks, California 91362, the ASSIGNOR herein, is the sole owner of the entire right, title and interest in and to an invention entitled SAFETY SHUT OFF VALVE AND METHOD OF AUTOMATIC FLOW RESTORATION and improvements thereof, for which an application for Letters Patent of the United States was filed on May 14, 1997, and identified by Oppenheimer Poms Smith docket number 310058-39 (collectively, the "Safety Valve"); and

WHEREAS, ASSIGNOR has agreed to sell the Safety Valve to Neill Anderson pursuant to that certain Agreement for the Purchase and Sale of Assets dated as of April 6, 1997 by and between ASSIGNOR and Neill Anderson ("Anderson"), as amended by that certain Amendment to the Purchase and Sale of Assets dated as of April 30, 1997 between ASSIGNOR and Anderson and that certain Second Amendment to the Agreement for Purchase and Sale of Assets dated as of July 31, 1997 between ASSIGNOR and Anderson (collectively, the "Purchase Agreement"); and

WHEREAS, Anderson has assigned all of its rights and obligations under the Purchase Agreement to MAGNE-FLO INCORPORATED, a corporation organized and existing under the laws of the State of California, having a place of business at 26007 Huntington Lane, Suite 2, Valencia, California 91355, the ASSIGNEE herein; and

WHEREAS, ASSIGNEE desires to acquire the entire right, title and interest in and to the SAFETY SHUT OFF VALVE AND METHOD OF AUTOMATIC FLOW RESTORATION and improvements thereof, the application for Letters Patent of the United States was filed on May 14, 1997, and identified by Oppenheimer Poms Smith docket number 310058-39 and Letters Patent to be granted and issued thereon;

NOW, THEREFORE, for and in consideration of the three percent (3%) royalty to be paid to ASSIGNOR as provided for in the Purchase Agreement, ASSIGNOR does hereby sell, assign, transfer and set over unto ASSIGNEE, its successors and assigns, the entire right, title and interest in and to said inventions and all improvement thereon, in and to said application for Letters Patent thereon, in and to applications pertaining to or based upon said inventions and applications, including divisional and continuing applications and continuations-in-part, and in and to any and all Letters Patent which may be granted and issued on said inventions and applications, or any of them, not only for, to and in the United States of America, its territories and possessions, but for, to and in all countries foreign thereto, together with and including all priority rights based upon any and all applications in the United States of America covered by this Assignment; provided, however, that such Assignment is subject to in all instances to the option granted to ASSIGNOR in the Purchase Agreement to reacquire all of the foregoing pursuant to the terms of the Purchase Agreement.

And for the above-named considerations, ASSIGNOR does hereby agree that it will, at the request of ASSIGNEE, execute any and all applications for Letters Patent for said inventions

and any and all other papers and documents and do all other and further lawful acts that ASSIGNEE may reasonably deem necessary or desirable to obtain and maintain Letters Patent on said inventions, to secure the grant of such Letters Patent and to perfect and vest in ASSIGNEE the entire right, title and interest in the inventions, applications and Letters Patent.

And for the above-named considerations, ASSIGNOR does hereby authorize and empower ASSIGNEE, its successors and assigns, to apply for and obtain, in its or their own names, Letters Patent for the said inventions before competent International Authorities and in any and all countries foreign to the United States in which applications for Letters Patent can be so made or Letters Patent so obtained.

Dated: August 13, 1997

MALLARD PRODUCTS, INC.



Neil Velie  
Chief Financial Officer