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Assignment Cover Sheet

3-3-03

Name of Party Conveying the Interest: NIBCO, Inc
1516 Middlebury Street
Elkhart, Indiana 46516

RECORDED
MAR 11 2003
TITLES SECTION

Name and Address of the party receiving the interest: Joe D. Byles
20 Timber Meadow
New Braunfels, Texas 78132

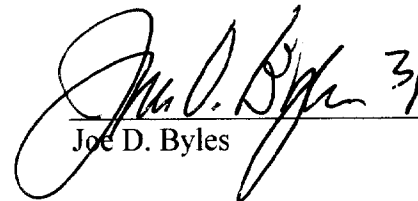
Description of interest conveyed or transaction to be recorded: Patent Assignment

Identification of the interests involved: Patent number 6,161,776 entitled MULTI-LAYERED, POROUS MAT TURF IRRIGATION APPARATUS AND METHOD

Name and address of party correspondence should be sent to: Joe D. Byles
20 Timber Meadow
New Braunfels, Texas
78132

Date document was executed: February 7, 2003

Signature of Party Submitting the document:


Joe D. Byles 3/3/03

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ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") is made and entered into as of this 7th day of February, 2003 (the "Effective Date"), by and between NIBCO INC., an Indiana corporation with its principal place of business located at 1516 Middlebury Street, Elkhart, Indiana 46516 (hereinafter "NIBCO"), and Joe D. Byles, an individual residing at 20 Timber Meadow, New Braunfels, TX, 78132, (hereinafter "Byles") (hereinafter referred to collectively as the "Parties").

Recitals

WHEREAS, Byles desires and agrees to irrevocably assign to NIBCO as of the Effective Date all of his right, title and interest, on a worldwide basis, all intellectual property rights in and to certain proprietary products, patents, patent applications, and other proprietary information, as set forth herein, as well as certain trademark rights as set forth herein;

WHEREAS, Byles is the sole owner of all rights, title and interest, on a worldwide basis, in and to all intellectual property rights in and to certain proprietary products, patents, patent applications and other proprietary information, as set forth herein, as well as certain trademark rights as set forth herein;

WHEREAS, NIBCO desires and agrees to irrevocably assign to Byles, as of the Effective Date, in exchange for the assignment of all right, title and interest on a worldwide basis, in and to all intellectual property rights in and to certain proprietary products, patents, patent applications and other proprietary information, as set forth herein, and a lump sum cash payment, NIBCO's right title and interest in and to a certain invention and patent right, as set forth herein;

WHEREAS, NIBCO is the sole owner of all right, title and interest, on a worldwide basis, in and to a certain invention and patent right, as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereby agree as follows:

Agreement

1. **Definitions**. For the purpose of this Agreement, the following terms will have the meanings ascribed to them as follows:
 - 1.1 "Assigned Byles Property" means the Byles Proprietary Products, Byles Information, Byles Proprietary Information, Byles Third Party Products, Byles Trademarks and Byles Patents owned or controlled by Byles and assigned to NIBCO herein.

- 1.2 "Assigned NIBCO Property" means the NIBCO Proprietary Products, NIBCO Proprietary Information, and NIBCO Patent as further referenced herein owned by NIBCO and assigned to Byles.
- 1.3 "Byles Patents" means the patent applications set forth in Exhibit "A".
- 1.4 "Byles Information" and "Byles Proprietary Information" mean any information whether or not confidential or proprietary information, know-how, or trade secret described or comprised in or relating in any way to the Assigned Byles Property that is not in the public domain or regularly disclosed by Byles to third parties without confidentiality restrictions.
- 1.5 "Byles Proprietary Products" means the products set forth in Exhibit "B", including, without limitation, all user manuals, reference manuals and other documentation and materials relating thereto; and any derivative works, foreign language versions, fixes, upgrades, updates, enhancements, new versions or previous versions thereof.
- 1.6 "Byles Third Party Products" means a mutually agreed upon subset of products selected by the Parties from among the products set forth in Exhibit "C" (and such additional similar products as the Parties may mutually agree), including, without limitation, any software and firmware relating thereto; all user manuals, reference manuals and other documentation and materials relating thereto; and any derivative works, foreign language versions, fixes, upgrades, updates, enhancements, new versions or previous versions thereof provided by the third-party licensor of such products to Byles.
- 1.7 "Byles Trademarks" means the product marks and logos set forth in Exhibit "D" and all rights and goodwill associated therewith.
- 1.8 "NIBCO Patent" means the patent application set forth in Exhibit "E".
- 1.9 "NIBCO Proprietary Information" means any confidential or proprietary information, know-how, or trade secrets described or comprised in or relating to the Assigned NIBCO Property that is not in the public domain or regularly disclosed by NIBCO to third parties without confidentiality restrictions.
- 1.10 "NIBCO Proprietary Products" means the products set forth in Exhibit "F" including, without limitation, all user manuals, reference manuals and other documentation and materials relating thereto; and any derivative works, foreign language versions, fixes, upgrades, updates, enhancements, new versions or previous versions thereof.
2. Byles Assignment. Byles hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to NIBCO the following rights (collectively, the "Rights"):

- 2.1 Byles Proprietary Products. Subject to the terms of this Agreement, Byles hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to NIBCO, its successors and assigns all of its rights, title and interest of every kind and character throughout the world in and to the Byles Proprietary Products to the full extent of its ownership or interest therein; including, without limitation, all federal, state, foreign, statutory and common law and other rights in patents, copyrights, trademarks, trade secrets, know-how, design rights and all other intellectual property and proprietary rights therein; all domestic and foreign intellectual property applications and registrations therefor (and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions, and renewals of such applications and registrations, and the right to apply for any of the foregoing); and any and all other rights and interest arising out of, in connection with or in relation to the Proprietary Products including the right to enforce such rights for past infringement. Upon NIBCO's reasonable request, Byles will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of NIBCO in and to the Byles Proprietary Products.
- 2.2 Byles Information and Byles Proprietary Information. Subject to the term and conditions of this Agreement, Byles hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to NIBCO, its successors and assigns all of its right, title and interest of every kind and character throughout the world in and to the Byles Information and Byles Proprietary Information to the full extent of its ownership, control or interest therein; including, without limitation, all intellectual property and proprietary rights therein, all goodwill associated therewith, all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing), and any and all other rights and interests arising out of, in connection with or in relation to the Byles Proprietary Information.
- 2.3 Byles Third Party Products. Subject to the terms and conditions of this Agreement, and subject to and contingent upon Byles obtaining any necessary and applicable third party consents, Byles hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to NIBCO, its successors and assigns all rights, title and interest of every kind and character throughout the world, including moral rights, in and to the Byles Third Party Products and any license agreements related thereto to the full extent of Byles's rights or interest therein (if any). Upon NIBCO's request, Byles will promptly take such actions, including without limitation, the prompt execution and delivery of documents, in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of NIBCO in and to the Byles Third Party Products and any license agreements related thereto.

- 2.4 Byles Patents. Subject to the terms and conditions of this Agreement, NIBCO hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to NIBCO, its successors and assigns all of its rights, title and interest of every kind and character throughout the world, in and to the Byles Patents to the full extent of its ownership or interest therein; including, without limitation, all domestic and foreign patent applications and registrations thereof continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions, and renewals of such applications, registrations and patents, and the right to apply for any of the foregoing); all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Byles Patents. Upon NIBCO's request, Byles will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of NIBCO in and to the Byles Patents.
- 2.5 Byles Trademarks. Subject to the terms and conditions of this Agreement, Byles hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to NIBCO, its successors and assigns all of its rights, title and interest of every kind and character throughout the world, including moral rights, in and to the Byles Trademarks to the full extent of its ownership or interest therein; including, without limitation, all federal, state, foreign, statutory and common law and other rights; all domestic and foreign trademark applications and registrations therefor (and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing); all goodwill associated therewith symbolized by the Byles Trademarks and the portion of the business of Byles to which the Byles Trademarks pertain; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Byles Trademarks. The Parties agree to have executed and file the confirmatory assignment with respect to the Byles Trademarks attached hereto as Exhibit "____". Upon NIBCO's request, Byles will promptly take such other actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of NIBCO in and to the Byles Trademarks.
- 2.6 Further Assurances for Byles Third Party Products. Byles and NIBCO will use their respective reasonable best efforts to obtain any consent, approval or amendment required to novate and/or assign the Byles Third Party Products;

provided, however, that, except for filing and other administrative charges, NIBCO shall not be obligated to pay any consideration therefor to the third party from whom such consents, approvals and amendments are requested. In the event and to the extent that NIBCO and Byles are unable to obtain any such required consent, approval or amendment, or if any attempted assignment would be ineffective or would adversely affect the rights of Byles with respect to any Byles Third Party Product so that NIBCO would not in fact receive all the rights with respect to such Byles Third Party Product, Byles and NIBCO will cooperate (to the extent permitted by law or the terms of any applicable agreement) in a mutually agreeable arrangement under which NIBCO would, to the extent possible and permissible under any applicable agreement, obtain the benefits and assume the obligations with respect to such Byles Third Party Product, in accordance with this Agreement, including sub-contracting, sub-licensing, or sub-leasing to NIBCO, or under which Byles would enforce for the benefit of NIBCO, with NIBCO assuming Byles's obligations, any and all rights of Byles against a third party thereto. Byles shall, without further consideration therefor, pay and remit to NIBCO promptly all monies, rights and other considerations received in respect to NIBCO's performance of such obligations and NIBCO shall remit to Byles (or pay directly) all amounts due with respect to such Byles Third Party Products to such third parties. If and when such consent shall be obtained or such Byles Third Party Product shall otherwise become assignable or able to be novated, Byles shall promptly assign and novate all of its rights and obligations thereunder to NIBCO without payment or further consideration and NIBCO shall, without the payment of any further consideration therefor, assume such rights and obligations and Byles shall be relieved of any and all liability hereunder.

3. NIBCO's Assignment. NIBCO hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Byles the following rights (collectively, the "Rights"):

- 3.1 NIBCO Proprietary Products. Subject to the terms of this Agreement, NIBCO hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Byles, his heirs and assigns all of its rights, title and interest of every kind and character throughout the world in and to the NIBCO Proprietary Products to the full extent of its ownership or interest therein; including, without limitation, all federal, state, foreign, statutory and common law and other rights in patents, copyrights, moral rights, trademarks, trade secrets, know-how, design rights and all other intellectual property and proprietary rights therein; all domestic and foreign intellectual property applications and registrations therefor (and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions, and renewals of such applications and registrations, and the right to apply for any of the foregoing); and any and all other rights and interest arising out of, in connection with or in relation to the NIBCO Proprietary Products. Upon Byles's reasonable request, NIBCO will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as

may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Byles in and to the NIBCO Proprietary Products.

3.2 NIBCO Proprietary Information. Subject to the term and conditions of this Agreement, NIBCO hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Byles, his heirs and assigns all of its right, title and interest of every kind and character throughout the world, including moral rights, in and to the NIBCO Proprietary Information to the full extent of its ownership or interest therein; including, without limitation, all intellectual property and proprietary rights therein, all goodwill associated therewith, all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing), and any and all other rights and interests arising out of, in connection with or in relation to the NIBCO Proprietary Information.

3.3 NIBCO Patent. Subject to the terms and conditions of this Agreement, NIBCO hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to NIBCO, its successors and assigns all of its rights, title and interest of every kind and character throughout the world, including moral rights, in and to the NIBCO Patents to the full extent of its ownership or interest therein; including, without limitation, all domestic and foreign patent applications and registrations thereof continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions, and renewals of such applications, registrations and patents, and the right to apply for any of the foregoing); all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Byles Patents. Upon NIBCO's request, Byles will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of NIBCO in and to the Byles Patents.

4. Payment. As payment for the NIBCO Assignment pursuant to Sections 3, Byles will pay to NIBCO the lump sum payment in the amount of \$10,000.00 via certified or counter check, in addition to the assignment to NIBCO by Byles of the Byles Assignment. As payment for the Byles Assignment pursuant to Section 2, NIBCO will assign to Byles the rights heretofore mentioned in accordance.

5. Representations and Warranties.

5.1 NIBCO represents and warrants that: (a) it is a corporation duly organized, validly existing, and in good standing under the laws of the State of Indiana and

has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) immediately prior to the execution of this Agreement, NIBCO owns all right, title and interest in and to the Assigned NIBCO Property; and (c) NIBCO has the legal right to grant all the rights it purports to grant and convey all the rights it purports to convey pursuant to Section 3 above.

- 5.2 Byles represents and warrants that (a) immediately prior to the execution of this Agreement, Byles owns all right, title and interest in and to the Assigned Byles Property; and (b) Byles has the legal right to grant all the rights he purports to grant and convey all the rights he purports to convey pursuant to Section 2 above.

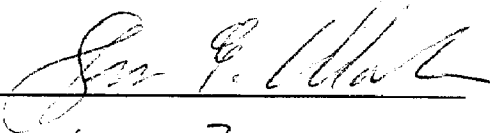
6. General.

- 6.1 Jurisdiction. This Agreement shall be construed as a contract made in the State of Indiana and shall be governed by and construed in accordance with the laws of the State of Indiana. The Parties hereto agree that any action to enforce this Agreement shall be brought in the courts of Indiana, and the Parties expressly consent to the jurisdiction of the courts of Indiana.
- 6.2 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and to the extent that this Agreement is inconsistent with any prior agreement(s) between the Parties, the terms of this Agreement are to control.
- 6.3 Amendment. This Agreement shall not be amended or otherwise modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of NIBCO and Byles by their respective duly authorized representatives.
- 6.4 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 6.5 No Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- 6.6 Saving Clause. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 6.7 Further Assurances. Each party hereto agrees to take such further action and execute, deliver and/or file such documents or instruments as are necessary to carry out the terms and purposes of this Agreement.

6.8 Section Headings. The section headings used in this Agreement are intended for convenience only and shall not be deemed to supersede or modify any provisions.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

NIBCO INC.

By: 

Its: VICE PRESIDENT
INTERNATIONAL AND
BUSINESS DEVELOPMENT

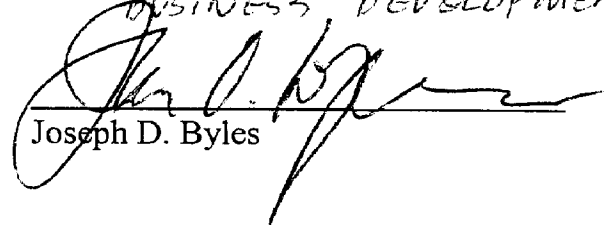

Joseph D. Byles

EXHIBIT A
BYLES PATENTS

1. Pat. no. 5,374,138. SUBSURFACE IRRIGATION APPARATUS AND METHOD. Byles assigns royalty and rights to NIBCO.
2. Pat. no. 5,716,004. RETRACTABLE IRRIGATION APPARATUS AND METHOD. Byles assigns royalty and rights to NIBCO.
3. Pat. no. 5,829,687. INDEPENDENTLY VARIABLE ARC LOW-FLOW SPRAY HEAD APPARATUS AND METHOD. Byles assigns royalty and rights to NIBCO.
4. Pat. no. 5,882,141. LOW ENERGY PRECISION FLOODING IRRIGATION APPARATUS AND METHOD. Byles assigns royalty and rights to NIBCO.
5. Pat. no. 5,759,383. ROOT INTRUSION AND ALGAE PREVENTION DEVICE AND METHOD. Byles assigns royalty and rights to NIBCO.
6. Pat. No. 5,984,202. HYBRID LOW FLOW AND SPRAY IRRIGATION APPARATUS AND METHOD. Byles assigns royalty and rights to NIBCO.
7. Pat. No. 6,286,765. POP-UP SPRAY HEAD IRRIGATION SYSTEM UNIFORMITY ENHANCEMENT APPARATUS AND METHOD. Byles assigns royalty and rights to NIBCO.

EXHIBIT B
BYLES PROPRIETARY PRODUCTS

None

EXHIBIT C
BYLES THIRD PARTY PRODUCTS

None

EXHIBIT D
BYLES TRADEMARKS

None

EXHIBIT E
NIBCO PATENT

1. Pat. No. 6,161,776. MULTI-LAYERED, POROUS MAT TURF IRRIGATION APPARATUS AND METHOD. NIBCO assigns all rights to Byles.

EXHIBIT F
NIBCO PROPRIETARY PRODUCTS

None