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PATENTS 102387905

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

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

1. Name of conveying party(ies): Winokur Water Systems, Inc., d/b/a Culligan Water Conditioning of Fairfield County

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

Internal Address:

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

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

Street Address: 48 Britannia Drive

City: Danbury State: CT Zip: 06811

Execution Date: 11/20/2002

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

4. Application number(s) or patent number(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) 6,074,551

Additional numbers attached? Yes No

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

Name: Clifford L. Tager, Esq.

Internal Address:

Street Address: One Hudson Street

City: Bethel State: CT Zip: 06801

6. Total number of applications and patents involved: 1

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

[X] Enclosed [ ] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Clifford L. Tager Name of Person Signing

[Signature] Signature

5 March 2003 Date

Total number of pages including cover sheet, attachments, and documents: 9

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

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PATENT REEL: 013821 FRAME: 0033

## ASSIGNMENT

**WHEREAS**, Winokur Water Systems, Inc. of 5 Second Lane, Bethel, CT 06801, United States of America, a Connecticut corporation d/b/a Culligan Water Conditioning of Fairfield County (hereinafter "Assignor") is the owner of the entire right, title and interest to the following patent;

<u>Patent No.</u>	<u>Country</u>	<u>Issue Date</u>	<u>Title</u>
6,074,551	USA	June 13, 2000	<b>Automatic Cleaning System for a Reverse Osmosis Unit in a High Purity Water Treatment System</b>

**WHEREAS**, Larry T, Jones of 48 Britannia Drive, Danbury, CT 06811, United States of America, (hereinafter "Assignee") is desirous of acquiring all right, title and interest in, to and under said patent;

**NOW THEREFORE**, in consideration of the premises and of other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor does hereby assign and transfer to the said Assignee the entire right, title and interest in and to said patent;

Unless otherwise defined herein, all terms used in this Assignment shall be considered to have the same meaning given those terms in the Settlement Agreement. This instrument, being further documentation of the assignments and transfers provided for in the Settlement Agreement, does not limit the rights or obligations therein provided. No representations and warranties, or indemnification agreements with respect thereto, are made in this instrument but instead are expressly disclaimed, it being understood and agreed that all of the rights of Assignee vis-a-vis the Assignors with respect to the patent rights are governed by the Settlement Agreement.

[Remainder of this page intentionally left blank.]

WINOKUR WATER SYSTEMS, INC.

November 20, 2002

Date

By

Name: Michael E. Hulme, Jr.

Title: Vice President and Secretary

State of Illinois )

County of Cook )

Subscribed to and sworn before me this 20<sup>th</sup> day of November, 2002.

Patti Gariti

Notary Public

My Commission Expires: 10-25-04



LARRY T. JONES

Oct. 1, 2002  
Date

Larry T Jones

State of CONNECTICUT )

County of FAIRFIELD )

Subscribed to and sworn before me this 1 day of October, 2002.

Carol DeBenedetto

Notary Public

My Commission Expires: 1/31/04

**CAROL DeBENEDETTO**

**NOTARY PUBLIC**

**MY COMMISSION EXPIRES JANUARY 31, 2004**

## AGREEMENT AND RELEASE

This Agreement and Release (hereinafter, "Agreement") is entered into between Lawrence T. Jones, on behalf of himself and his heirs, executors, administrators, successors, assigns and attorneys (hereinafter collectively referred to as "Jones"), and Winokur Water Systems, Inc. and United States Filter Corporation (hereinafter collectively referred to as "USF") and Richard M. Winokur, Theodore D. Winokur, James H. Winokur, James H. Winokur as Trustee of the Alicia Winokur Trust, James H. Winokur as Trustee of the Laine Winokur Trust, Theodore D. Winokur as Trustee of the Sarah Winokur Trust, Theodore D. Winokur as Trustee of the Justin Winokur Trust, Jean Marie Winokur, Meaghan Winokur, and Richard M. Winokur acting as Trustee of the Winokur Water Trust (hereinafter collectively referred to as "Shareholders").

A. WHEREAS, in January 1998 the Shareholders executed an agreement and Plan of Merger and sold their interests in Winokur Water Conditioning, Inc. (hereinafter referred to as "Winokur") to Culligan Water Technologies, Inc. and Culligan Acquisition Corporation of Connecticut, Inc., which were later acquired by USF.

B. WHEREAS, Lawrence T. Jones, a former employee of Winokur Water Systems, Inc., initiated an action in Connecticut Superior Court (No. CV-990336047S) against Winokur Water Systems, Inc. and USF alleging claims of breach of contract, breach of the covenant of good faith and fair dealing, unjust enrichment, violation of the Connecticut Wage Payment Act (Conn. Gen. Stat. §31-71a(2)), and violation of the Connecticut Unfair Trade Practices Act (Conn. Gen. Stat. §42-110b(a)) (the "Lawsuit");

C. WHEREAS, Jones initiated claims of discrimination against Winokur Water Systems, Inc. and USF with the Connecticut Commission on Human Rights and Opportunities ("CHRO") (No. 9920269) and the Equal Employment Opportunity Commission ("EEOC") (No. 16A992130);

D. WHEREAS, USF and Winokur Water Systems, Inc. has denied Jones's allegations and claims;

E. WHEREAS, under the January 1998 Agreement and Plan of Merger, the Shareholders may have been liable for some of Jones's claims;

F. WHEREAS, USF, the Shareholders and Jones have decided to settle Jones's pending litigation and charges of discrimination to avoid the uncertainties and expense of the litigation; and,

Based upon the foregoing, and the consideration to be provided to all of the parties hereto, and the other promises set below, USF, Shareholders and Jones, intending to be legally bound, agree as follows:

1. **Consideration.** In consideration for signing this Agreement and Release and compliance with the promises made herein:

a. USF agrees to pay Jones Ninety Thousand dollars, less lawful deductions;

b. Subject to the condition that USF maintains a perpetual non-exclusive license for any products previously developed and marketed prior to the date of this Agreement, USF agrees to assign the rights to U.S. Patent No. 6,074,551 to Jones for the sum of one dollar in accordance with the Assignment agreement attached as Exhibit A;

c. USF agrees to convey to Jones, as is, the Winlab equipment currently stored at USF's Bethel facility, provided that Jones removes the Winlab equipment from the facility within 60 days of his execution of this Agreement; and

d. Shareholders agree to pay Jones Twenty-Five Thousand dollars.

USF and Shareholders' payment to Jones, and assignment of the patent, will occur within fifteen business days after USF receives a copy of this Agreement executed by Shareholders and Jones and the properly executed withdrawal forms regarding Jones's lawsuit and charges of discrimination.

2. **Release of Claims Between USF and the Shareholders.** USF knowingly and voluntarily releases and forever discharges Shareholders, and all of their heirs, executors, administrators, personal and legal representatives, predecessors, successors and assigns (hereinafter referred to as the "Shareholder Released Entities"), and the Shareholder Released Entities' current and former attorneys, insurers, and agents, of and from any and all claims, known and unknown, which USF has or may have as of the date of execution of this Agreement and Release that relate or pertain to the allegations in the Lawsuit including claims that USF is entitled to contribution and/or indemnification for the costs of defense or settlement of the Lawsuit. The Shareholder Released Entities knowingly and voluntarily release and forever discharge USF and all of its present and former parents, affiliates, subsidiaries, divisions, successors, predecessors and assigns (hereinafter referred to as the "USF Released Entities"), and the USF Released Entities' current and former employees, attorneys, officers, insurers, shareholders, directors, trustees and agents, of and from any and all claims, known and unknown, both in their representative and individual capacities, which the Shareholders have or may have as of the date of execution of this Agreement and Release that relate or pertain to the allegations in the Lawsuit including claims for contribution and/or indemnification for the costs of defense or settlement of the Lawsuit.

3. **Release of Claims Between USF, Shareholders and Jones.** USF and Shareholders knowingly and voluntarily release and forever discharge Jones, and all of his heirs, executors, administrators, personal and legal representatives, predecessors, successors and assigns (hereinafter referred to as the "Jones Released Entities"), and the Jones Released Entities' current and former attorneys, insurers, and agents, of and from any and all claims that relate or pertain to the allegations in the Lawsuit or claims arising out of Jones's employment. USF also hereby covenants not to sue Jones as a result of Jones practicing the invention or inventions embodied, disclosed or claimed in U.S. Patent 6,074,551.

4. **No Consideration Absent Execution of this Agreement.** Jones understands and agrees that he would not receive the monies and other consideration specified in paragraph "1" above, except for his execution of this Agreement and Release and the fulfillment of the promises contained herein.

5. **Withdrawal of Jones's Claims.** Jones agrees to withdraw and dismiss with prejudice the pending lawsuit against USF and Winokur by causing his attorney to execute the withdrawal form attached as Exhibit B and by informing the Court that the pending matter has been settled. Jones also agrees to withdraw his claims of discrimination filed with the CHRO and EEOC by executing the withdrawal forms attached as Exhibit C.

6. **General Release of Claims by Jones.** Jones knowingly and voluntarily releases and forever discharges United States Filter Corporation, Winokur Water Systems, Inc., Winokur Water Conditioning, Inc., and all of their present and former parents, affiliates, subsidiaries, divisions, successors, predecessors and assigns, current and former employees, attorneys, officers, insurers, shareholders, directors, trustees and agents, and Jones knowingly and voluntarily releases and forever discharges Richard M. Winokur, Theodore D. Winokur, James H. Winokur, James H. Winokur as Trustee of the Alicia Winokur Trust, James H. Winokur as Trustee of the Laine Winokur Trust, Theodore D. Winokur as Trustee of the Sarah Winokur Trust, Theodore D. Winokur as Trustee of the Justin Winokur Trust, Jean Marie Winokur, Meaghan Winokur, and Richard M. Winokur acting as Trustee of the Winokur Water Trust, their heirs, executors, administrators, personal and legal representatives, predecessors, successors, and assigns, of and from any and all claims, known and unknown, both in their representative and individual capacities, which Jones has or may have as of the date of execution of this Agreement and Release. Listed below are examples of the statutes under which Jones will not bring any claim. If the law prohibits a waiver of claims under any such statute, Jones hereby acknowledges that he has no valid claim under those statutes. The claims released or acknowledged not to exist include, but are not limited to, any alleged violation of:

- Title VII of the Civil Rights Act of 1964, as amended;
- Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
- The Employee Retirement Income Security Act of 1974, as amended;
- The Immigration Reform and Control Act, as amended;
- The Americans with Disabilities Act of 1990, as amended;
- The Age Discrimination in Employment Act of 1967, as amended;
- The Workers Adjustment and Retraining Notification Act, as amended;
- The Occupational Safety and Health Act, as amended;
- The Family and Medical Leave Act of 1993;

- The Equal Pay Act;
- The Connecticut Family and Medical Leave Act, as amended;
- The Connecticut Human Rights and Opportunities Law, as amended;
- The Connecticut Wage Hour and Wage Payment Laws, as amended;
- The non-discrimination and/or anti-retaliation provisions of the Connecticut Workers' Compensation Law (C.G.S. §31-290a);
- Equal Pay Law for Connecticut, as amended;
- Any other federal, state or local civil or human rights law or any other local, state or federal law, regulation or ordinance;
- Any public policy, contract, tort, or common law; or
- Any allegation for costs, fees, or other expenses, including attorneys' fees incurred in these matters.

7. **No Claims Exist.** Jones affirms and represents that he has not filed, or caused to be filed, and is not a party to any claim, charge, complaint, or action against USF, Winokur, or the Shareholders in any forum or form other than the claims previously identified in this Agreement. Jones further affirms and represents that he has no known workplace injuries or occupational diseases, although Jones does not waive claims pertaining to workplace injuries or occupational diseases that he may discover in the future. Jones further affirms and represents that he has reported all hours worked as of the date of this Agreement and Release and has been paid and has received all leave (paid or unpaid), compensation, wages, bonuses, commissions, and/or benefits to which he may be entitled and that no other leave (paid or unpaid), compensation, wages, bonuses, commissions and/or benefits are due him, except as provided in this Agreement and Release.

8. **Confidentiality.** Jones agrees not to disclose any information regarding the existence or substance of this Agreement and Release, except to his spouse, tax advisor, and an attorney with whom Jones chooses to consult regarding his consideration of this Agreement and Release. However, nothing in this Paragraph will limit Jones's ability to make any statement pursuant to a subpoena or order of a court reasonably believed by him to be a court of proper jurisdiction. USF and Shareholders agree not to disclose any information regarding the existence or substance of this Agreement and Release, except to their tax advisors or attorneys with whom they have chosen to consult regarding this matter.

9. **Governing Law and Interpretation.** This Agreement and Release shall be governed and conformed in accordance with the laws of Connecticut without regard to the conflict of laws principles of such state. In the event the parties breach any provision of this

Agreement and Release, USF, the Shareholders and Jones affirm that they may institute an action to specifically enforce any term or terms of this Agreement and Release. If any provision of this Agreement is declared to be illegal or otherwise unenforceable by any court or administrative agency of competent jurisdiction and cannot be modified to be enforceable (excluding the releases granted in paragraphs 2 and 6 of this Agreement), such provision shall immediately be deemed to be null and void, leaving the remainder of this Agreement and Release in full force and effect.

10. **Amendment.** This Agreement and Release may not be modified, altered or changed except in writing and signed by all parties wherein specific reference is made to this Agreement and Release.

11. **Nonadmission of Wrongdoing.** Jones agrees that neither this Agreement and Release nor the furnishing of the consideration for this Agreement and Release shall be deemed or construed at any time for any purpose as an admission by any party hereto of any liability or unlawful conduct of any kind.

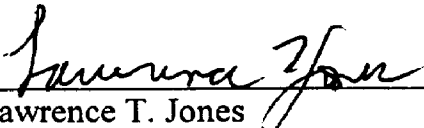
12. **Entire Agreement.** This Agreement and Release sets forth Jones's entire agreement with Winokur, USF and the Shareholders. Jones acknowledges that he has not relied on any representations, promises, or agreements of any kind made to him in connection with his decision to accept this Agreement and Release, except for those set forth in this Agreement and Release.

**JONES HAS BEEN ADVISED THAT HE HAS UP TO SEVEN (7) CALENDAR DAYS TO REVIEW THIS AGREEMENT AND RELEASE AND HAS BEEN ADVISED IN WRITING TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTION OF THIS AGREEMENT AND RELEASE.**

**JONES AGREES THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS AGREEMENT AND RELEASE DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL SEVEN (7) CALENDAR DAY CONSIDERATION PERIOD.**

**HAVING ELECTED TO EXECUTE THIS AGREEMENT AND RELEASE TO FULFILL THE PROMISES AND TO RECEIVE THE SUMS AND BENEFITS IN PARAGRAPH "1" ABOVE, JONES FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT AND RELEASE INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS HE HAS OR MIGHT HAVE AGAINST USF, WINOKUR OR THE SHAREHOLDERS.**

IN WITNESS WHEREOF, the parties hereto knowingly and voluntarily executed this Agreement and Release as of the date set forth below:

  
\_\_\_\_\_  
Lawrence T. Jones

Date: Oct 1, 2002



By: Stephen P. Stang Date: 12/16/2002  
EXECUTIVE VICE PRESIDENT

WINOKUR WATER SYSTEMS, INC.

By: WA [Signature] Date: 11 22 02

SHAREHOLDERS:

Richard M. Winokur Date: 10-18-02  
Richard M. Winokur

[Signature] Date: 10/18/02  
Theodore D. Winokur

James H. Winokur Date: 10/14/02  
James H. Winokur

James H. Winokur, Trustee Date: 10/14/02  
James H. Winokur as Trustee  
of the Alicia Winokur Trust

James H. Winokur, Trustee Date: 10/14/02  
James H. Winokur as  
Trustee of the Laine  
Winokur Trust

[Signature] Trustee Date: 10/18/02  
Theodore D. Winokur as Trustee  
of the Sarah Winokur Trust

Jean Marie Winokur Date: 10/18/02  
Jean Marie Winokur

[Signature] Date: 10-15-02  
Meaghan Winokur

Richard M. Winokur, Trustee Date: 10-18-02  
Richard M. Winokur as  
Trustee of the Winokur  
Water Trust

[Signature] Trustee Date: 10/18/02  
Theodore D. Winokur as  
Trustee of the Justin Winokur  
Trust