

12-29-2003



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Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RE

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

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

1. Name of conveying party(ies): Scott Duncan 12.22.03 Additional name(s) of conveying party(ies) attached? No

2. Name and address of receiving party(ies) Name: MCP Industries, Inc. Internal Address: Street Address: P.O. Box 2349 City: Corona State: CA Zip: 91719 Additional name(s) & address(es) attached? No

3. Nature of conveyance: [X] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: May 10, 2001

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) 10/643,318 B. Patent No.(s) Additional numbers attached? No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: John J. Connors Internal Address: Connors & Associates, Inc. Street Address: 1600 Dove Street #220 City: Newport Beach State: CA Zip: 92660

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

DO NOT USE THIS SPACE

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. John J. Connors Signature Date: Dec. 19, 2003

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BYRNE 00000212 10643318 Total number of pages including cover sheet, attachments, and documents: 11

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

OPR/FINANCE DEC 22 AM 8:26

## ASSIGNMENT OF INVENTION

**WHEREAS, Scott Duncan**, an individual whose address is 3515 Plantain Court, Santa Rosa, CA 95403, herein Assignor, has invented certain new and useful inventions in A Tear Out Removable Barrier Used To Test Plumbing Systems and molds used in making such barriers (herein Inventions) described in (a) the United States and PCT Patent Applications identified in and attached as **Exhibit A** and (b) United States patent application Serial No. 10/014,288, entitled Improved Tear-Out Coupling, filed November 9, 2001, the entire right, title and interest in which has been assigned to the Assignor by Precision Brass Services Inc., a copy of the assignments attached as **Exhibit B** (2 pages) ;

**AND WHEREAS, MCP Industries, Inc.**, a Corporation organized under the laws of the State of California, herein Assignee, whose address is Mission Rubber Company, a division of MCP Industries, Inc., P.O. Box 2349, Corona, CA 91719, desires acquiring Assignor's entire right, title and interest in, to and under the said Inventions and any patent and patent application thereon and all rights thereunder;

**NOW, THEREFORE**, in consideration of the sum of Fifteen Thousand Dollars (\$15,000.00) in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said Assignor, has

(1) sold, assigned, transferred, set over, and by these presents does sell, assign, transfer and set over, unto the said Assignee, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said Inventions, except for the interest in the patent applications, including

U. S. patent application Serial No. 09/765,758, assigned to Max Homami by Assignor under the assignment identified in and attached as **Exhibit C**, and

(2) all rights in any country to any patent and patent applications thereon, including, but not limited to, any and all causes of action based thereon and any and all claims, both past and future, to damages, royalty, or any other compensation, and any patent applications based on the utility applications and the priority rights thereto pursuant to the International Convention for the Protection of Industrial Property, including the right to file in Assignee's name an international patent application under the Patent Cooperation Treaty, and to all divisions, renewals, and continuations and the like of any patent applications thereon, and all extensions, renewals and reissues and the like of any patent thereon; and hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents, to issue the patents on the aforesaid applications to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

**AND THE ASSIGNOR HEREBY warrants**

(1) that the patent applications identified in the Exhibits A, B, and C constitute all the inventions he has conceived as of the date of he signed this assignment relating to A Tear Out Removable Barrier Used To Test Plumbing Systems,

(2) that in all the United States and PCT patent applications identified in the Exhibits A, B, and C he is the sole inventor of the Inventions disclosed in these United States and PCT patent applications and that all these the United States and PCT patent applications are still pending and have not been abandoned,

(3) that he has the full right to convey the interest herein assigned, and that, except for the assignment identified in and attached as **Exhibit C**, he has not executed, and will not execute, any agreement in conflict herewith, and that the rights and benefits assigned hereunder are free and clear of any lien, encumbrance, adverse claim or interest, and that he has not licensed anyone under the Inventions or said patent applications or patents, and

(4) that he is the owner of the entire right title and interest in any molds used in making the Inventions, including a mold located at the facilities of Polyneer Engineered Polymeric Products in New Bedford, Massachusetts.

**THE ASSIGNOR HEREBY** has sold, assigned, transferred, set over, and by these presents does sell, assign, transfer and set over, unto the said Assignee, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the molds used in making the Inventions, including the mold located at the facilities of Polyneer Engineered Polymeric Products in New Bedford, Massachusetts.

**AND THE ASSIGNOR HEREBY** further agrees to communicate to the said Assignee, its successors, legal representatives and assigns, any facts known respecting said Inventions, including copies of any office actions relating to the patent applications assigned hereby and copies of attorney files, and testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing and reissue applications and the like, make all rightful oaths or declarations, and generally do everything reasonable to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said Inventions in all countries.

IN TESTIMONY WHEREOF, the Assignor hereunto sets his hand and seal this 29 day of May, 2002.

BY *Scott Duncan*  
Scott Duncan

State of *California*  
County of *Riverside*

This 29 day of May, 2002, before me personally came the above named Scott Duncan, to me personally known as the individual who executed the foregoing assignment and who acknowledged to me that he executed the foregoing assignment of their own free will for the purpose therein set forth.

*Carol Lynn Holt*  
Notary Public



**EXHIBIT A**

<b>TITLE</b>	<b>SERIAL NUMBER</b>	<b>FILING DATE</b>
Tear-Out Coupling	09/765,758	January 19, 2001
Tear-Out Coupling I	09/991,328	November 13, 2001
Tear-Out Coupling II	09/991,155	November 13, 2001
Tear-Out Coupling III	09/992,806	November 13, 2001
Tear-Out Coupling (PCT)	PCT/US02/01419	
Based on US Serial No. 09/765, 758		

**EXHIBIT B**  
**Page 1**

PATENT  
ATTORNEY DOCKET NO. 520.02

ASSIGNMENT

WHEREAS, PRECISION BRASS SERVICES, hereinafter referred to as "ASSIGNOR", is the owner of certain new and useful improvements as described and set forth in the below-identified application for United States Letters Patent:

Title of Invention: IMPROVED TEAR-OUT COUPLING

Date of Execution: 5-29-02 Filing Date: November 9, 2001 Serial No: 10/014,288

WHEREAS, SCOTT DUNCAN, hereinafter referred to as "ASSIGNEE", is desirous of acquiring the entire right, title and interest in and to said invention and application and in any Letters Patent which may be granted on the same;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for One Dollar (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged by Assignor, Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the said Assignee, and Assignee's successors and assigns, all right, title and interest in and to the said invention, said application for United States Letters Patent, and any Letters Patent which may hereafter be granted on the same in the United States and all countries throughout the world including any divisions, renewals, continuations in whole or in part, substitutions, conversions, reissues, prolongations or extensions thereof, said interest to be held and enjoyed by said Assignee as fully and exclusively as it would have been held and enjoyed by said Assignor had this assignment and transfer not been made, to the full end and term of any such Letters Patent.

Assignor further agrees that he will, without charge to said Assignee, but at Assignee's expense, cooperate with Assignee in the prosecution of said application and/or applications, execute, verify, acknowledge and deliver all such further papers, including applications for Letters Patent and for the reissue thereof, and instruments of assignment and transfer thereof, and will perform such other acts as Assignee lawfully may request, to obtain or maintain Letters Patent for said invention and improvement in any and all countries, and to vest title thereto in said Assignee, or Assignee's successors and assigns.

IN TESTIMONY WHEREOF, Assignor has hereunto signed his name to this assignment on the date indicated below.

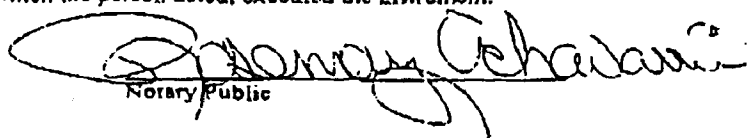
Date: 5-29-02

By:   
PRECISION BRASS SERVICES

STATE OF California  
COUNTY OF San Bernardino

On this 29<sup>th</sup> day of May in the year of 2002, before me, the undersigned notary public, personally appeared the above-named assignor, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

  
Notary Public

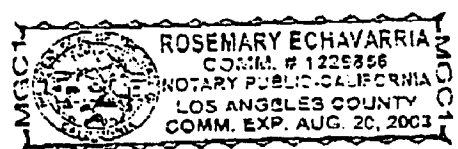


EXHIBIT B  
page 2

EXHIBIT C- ASSIGNMENT OF INVENTION

WHEREAS, Precision Brass Services, Inc., a corporation organized under the laws of California, herein Assignor, is the owner of the entire right, title and interest in a certain new and useful invention (herein Invention) as described in the United States Application entitled Improved Tear-Out Coupling, filed on Filed November 9, 2002, Serial No. 10/014,288.

AND WHEREAS, Scott Duncan, herein Assignee, an individual whose address is 3515 Plantain Court, Santa Rosa, CA 95403, desires acquiring the entire right, title and interest in, to and under the said Invention and any patent and patent application thereon, including any shop rights of the Assignee;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said Assignor, has sold, assigned, transferred, set over, and by these presents do sell, assign, transfer and set over, unto the said Assignee, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said Invention, including any shop rights therein, and all rights in any country to any patent and patent application thereto, including, but not limited to, any and all causes of action based thereon and any and all claims, both past and future, to damages, royalty, or any other compensation, and any utility patent application based on any provisional application, and the priority rights thereto pursuant to the International Convention for the Protection of Industrial Property, including the right to file in Assignee's name an international patent application under the Patent Co-operation Treaty, and to all divisions, renewals, and continuations and the like of any patent application thereon, and all extensions, renewals and reissues and the like of any patent thereon; and hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents, to issue the patents on the aforesaid applications to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND THE ASSIGNOR HEREBY warrants that it has the full right to convey the interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith, and that the rights and benefits assigned hereunder are free and clear of any lien, encumbrance, adverse claim or interest, and that it has not licensed anyone under the Invention or said patent applications.

AND THE ASSIGNOR HEREBY further agrees that it will without further charge, but at Assignee's expense, to communicate to the said Assignee, its successors, legal representatives and assigns, any facts known respecting said Invention, and testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing and reissue applications and the like, make all rightful oaths or declarations, and generally do everything reasonable to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention in all countries.

IN TESTIMONY WHEREOF, the Assignor hereunto set his or her hand and seal this 29 day of May, 2002.

BY [Signature]  
Title \_\_\_\_\_

Precision Brass Services, Inc.

State of \_\_\_\_\_  
County of \_\_\_\_\_

This \_\_\_ day of \_\_\_\_\_, 2002, before me personally came the above named \_\_\_\_\_, to me personally known as the individual who executed the foregoing assignment, who acknowledged to me that the said person executed the same of his or her own free will for the purpose therein set forth.

\_\_\_\_\_  
Notary Public



**EXHIBIT C****ASSIGNMENT**

WHEREAS, I, Scott E. Duncan, hereinafter referred to as "ASSIGNOR", have invented certain new and useful improvements as described and set forth in the below-identified application for United States Letters Patent:

Title of Invention: TEAR-OUT RUBBER COUPLING

Date of Execution: May 10, 2001 Filing Date: January 19, 2001

Serial No.: 09/765,758

WHEREAS, Scott E. Duncan and Max Homami, hereinafter referred to as "ASSIGNEES", are desirous of acquiring the entire right, title and interest in the said invention and application and in any Letters Patent which may be granted on the same;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for One Dollar (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged by Assignor, Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the said Assignees, and Assignees' successors and assigns, all right, title and interest in and to the said invention, said application for United States Letters Patent, and any Letters Patent which may hereafter be granted on the same in the United States and all countries throughout the world including any divisions, renewals, continuations in whole or in part, substitutions, conversions, reissues, prolongations or extensions thereof, said interest to be held and enjoyed by said Assignees as fully and exclusively as it would have been held and enjoyed by said Assignor had this assignment and transfer not been made, to the full end and term of any such Letters Patent. This Assignment supercedes any and all assignments, if any, previously made, either orally or in writing.

Assignor further agrees that he will, without charge to said Assignees, but at Assignees' expense, cooperate with Assignees in the prosecution of said application and/or applications, execute, verify, acknowledge and deliver all such further papers, including applications for Letters Patent and for the reissue thereof, and instruments of assignment and transfer thereof, and will perform such other acts as Assignees lawfully may request, to obtain or maintain Letters Patent for said invention and improvement in any and all countries, and to vest title thereto in said Assignees, or Assignees' successors and assigns.

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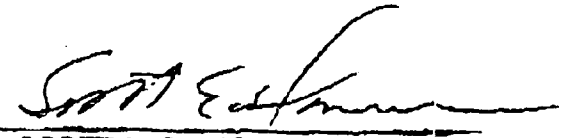
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IN TESTIMONY WHEREOF, Assignor has hereunto signed his name to this assignment on the date indicated below.

Dated: 5/10/01

  
SCOTT E. DUNCAN

122520211

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

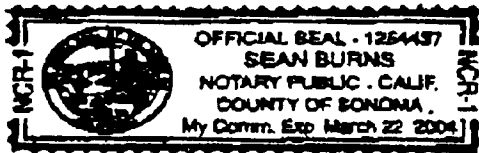
State of California

County of Sonoma

On May 10, 2001 before me, Sean Burns, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Scott E. Duncan  
Name(s) of Signer(s)

~~I personally known to me~~ - ~~OR~~ - ~~OR~~ ~~proved~~ to me on the basis of satisfactory evidence to be the person ~~(s)~~ whose name ~~(s)~~ is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person ~~(s)~~ or the entity upon behalf of which the person ~~(s)~~ acted, executed the instrument.



WITNESS my hand and official seal.

Sean Burns  
Signature of Notary Public

### OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Assignment  
Document Date: 05/10/2001 Number of Pages: 2  
Signer(s) Other Than Named Above: None

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Scott E. Duncan

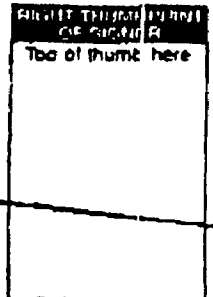
- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_