

Form PTO-1595 (Rev. 09/04)
OMB No. 0651-0027 (exp. 6/30/2005)

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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

ROBERT F. MILLER
DANIEL D. FREITAS

Execution Date(s) 10/04/04, 10/12/04

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

2. Name and address of receiving party(ies)

Name: PRD COMPANY, INC.

Internal Address: _____

Street Address: 1321 WEST WINTON AVE.

City: HAYWARD

State: CALIFORNIA

Country: USA Zip: 94545

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No. (s)

B. Patent No. (s)

10/806,678

Additional numbers attached? Yes No

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

Name: PHILIP A. DALTON

Internal Address: NO. 15

Street Address: 236 WEST PORTAL AVE.

City: SAN FRANCISCO

State: CALIFORNIA Zip: 94127

Phone Number: 415.505.0716 / 415.664.1000

Fax Number: 415.664.1001

Email Address: daltonlaw@sbcglobal.net

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

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b. Deposit Account Number 04-0039

Authorized User Name PHILIP A. DALTON

9. Signature:

Philip A. Dalton
Signature

OCTOBER 21, 2004

Date

PHILIP A. DALTON

Name of Person Signing

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

3

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
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CH \$40.00 040039 10806678

ASSIGNMENT FOR PATENT APPLICATION
(Not Accompanying Application)

WHEREAS, the undersigned, (1) **ROBERT F. MILLER** and (2) **DANIEL D. FREITAS** (hereinafter individually and collectively termed "Inventor"), residents, respectively, of (1) Lafayette, County of Contra Costa, State of California, and of (2) Manteca, County of San Joaquin, State of California, have invented certain new and useful improvements in COMPOSITE METAL PIPE COUPLING AND ASSEMBLY and have filed an application for a United States patent disclosing and identifying the invention, said application being filed on **March 22, 2004** and identified as Application Serial No. **10/806,678**; and

WHEREAS, **PRD COMPANY, INC.** (hereinafter termed "Assignee"), a corporation of the State of California, having a place of business at Hayward, State of California is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue, reexamination, or extension of any of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed

necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance or reexamination of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his/her heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that he/she has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

SIGNATURES

Full name of sole or first inventor:

ROBERT F. MILLER

Inventor's signature:

RF Miller

Date:

10-4-04

Full name of second joint inventor, if any:

DANIEL D. FREITAS

Inventor's signature:

Daniel D Freitas

Date:

10/12/04