

RECORDATION FORM COVER SHEET
Form PTO-1595
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PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
Docket: 81858/7948

To the Commissioner for Patents: Please record the attached original documents or copy thereof.

1. Name of conveying parties:

Harvey J. Nickerson
Russell D. Leatherman
Andrew M. Nguyen
Susan E. Basch
Sergio R. Perez Araujo
Jose Macias Galarza
Bill Merkt
Adam A. Dunford

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

2. Name and address of receiving party:

Rain Bird Corporation
145 North Grand Avenue
Glendora, CA 91741

ORIGINAL

Additional name(s) of receiving party(ies) attached?
☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Dates: 06/03/05, 07/18/05,
06/09/05, 06/07/05 and
05/12/1995

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.: 11/022,179

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Scott J. Menghini
FITCH, EVEN, TABIN & FLANNERY
Suite 1600
120 S. La Salle Street
Chicago, IL 60603
858-552-0095 (FAX)

6. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41): \$40.00

☐ Enclosed
☒ Authorized to be charged to deposit account should the fee not be enclosed.

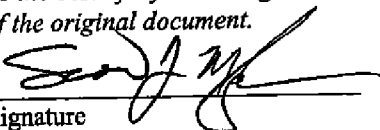
8. Deposit account number: 06-1135

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.

Signature



Scott J. Menghini
Registration No. 42,880

August 22, 2005
Date

10. Total number of pages including cover sheet, attachments and document: 12

CH \$40.00 061135 11022179

CORRECTED RECORDATION COVER SHEET

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
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Additional name(s) of conveying party(ies) attached?
☐ Yes ☒ No

2. Name and address of receiving party:

Rain Bird Corporation
145 North Grand Avenue
Glendora, CA 91704

Additional name(s) of receiving party(ies) attached?
☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other: To correct an error in a cover sheet
previously recorded at reel/frame 016663/0580. The
correction is to the spelling of assignor's Russel D.
Leatherman's name. It should be Russel, not
Russell.

Execution Date: 06/03/05, 07/18/05, 06/09/05,
06/07/05 and 05/12/1995.

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.: 11/022,179
 Reel/Frame No.:

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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Scott J. Menghini
FITCH, EVEN, TABIN & FLANNERY
 Suite 1600
 120 S. La Salle Street
 Chicago, IL 60603
 858-552-0095 (FAX)

6. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41): \$40.00

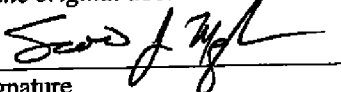
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☒ Authorized to be charged to deposit account should the
 fee not be enclosed.

8. Deposit account number: 06-1135**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.

Signature



Scott J. Menghini
 Registration No. 42,880

March 7, 2006

Date

10. Total number of pages including cover sheet, attachments and document: 11

Attorney Docket 81858/7948

ASSIGNMENT

We, HARVEY J. NICKERSON, of San Diego, County of San Diego and State of California; RUSSELL D. LEATHERMAN, of Albion, State of Indiana; ANDREW M. NGUYEN, of San Diego, County of San Diego and State of California; SUSAN E. BASCH, of San Diego, County of San Diego and State of California; SERGIO R. PEREZ ARAUJO, of San Diego, County of San Diego and State of California; JOSE MACIAS GALARZA, of Tijuana, State of Baja California, Mexico; BILL MERKT, of San Diego, County of San Diego and State of California; and ADAM A. DUNFORD, of Chula Vista, County of San Diego and State of California, for good and valuable consideration, receipt of which is hereby acknowledged, have assigned and do hereby assign to RAIN BIRD CORPORATION, a California corporation, having a place of business at 145 North Grand Avenue, Glendora, California 91741, its successors, assigns and legal representatives, the entire right, title and interest, in and to all subject matter invented by us and disclosed in the application for Letters Patent of the United States entitled


MODULAR AND EXPANDABLE IRRIGATION CONTROLLER

application number 11/022,179, filed on December 23, 2004 and in and to all Letters Patent and all Convention and Treaty rights of all kinds, including the right to claim priority from said application, and all rights in and to any continuation, continuation-in-part, and divisional application therefrom, and any reissue or re-examination as to any Letters Patent issuing therefrom, in all countries throughout the world, for all such subject matter described therein, including all rights of action and rights to recover damages for past infringements, and request issuance of all said Letters Patent to the above assignee in accordance with this assignment.

We agree to do all lawful acts, including the execution of all papers and the giving of testimony, necessary or desirable to obtain, sustain, reissue, or enforce said Letters Patent and rights in all countries throughout the world, and to perfect, record, or maintain the title of Assignee, its successors, assigns and legal representatives, to said invention, said application, and any Letters Patent granted for said invention in all countries throughout the world.

We represent and warrant that we have not granted and will not grant to others any rights inconsistent with the rights granted herein, and that said invention, said application, and any Letters Patent granted for said invention are free and clear of all encumbrances and liens.

Attorney Docket 81858/7948

Dated: 6/3/05

 HARVEY J. NICKERSON

State of California)
) ss
 County of San Diego)

On June 3, 2005, before me, Gloria Xefos

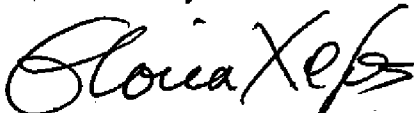
Notary Public, personally appeared HARVEY J. NICKERSON,

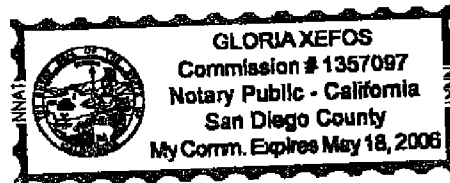
☐ personally known to me or

☒ proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her 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.


 Signature of Notary Public



Attorney Docket 81858/7948

EXECUTION BEFORE NOTARYDated: 7/18/05

Russell D. Leatherman
 RUSSELL D. LEATHERMAN
 RDL

State of INDIANA)

) ss

County of NOBLE)On 7-18, 2005, before me, Tina CRAFT

Notary Public, personally appeared RUSSELL D. LEATHERMAN,

☒ personally known to me or☐ proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her 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.

Tina Craft
 Signature of Notary Public

OR EXECUTION BEFORE WITNESSES

7/18/05, 2005 Russell D. Leatherman
 Date Russell D. Leatherman

Executed in my presence on this _____ day of _____, 2005 by the
 aforementioned individual known to me to be the person named in this assignment.

First Witness (Signature)_____
Second Witness (Signature)_____
First Witness Name (Typed or Printed)_____
Second Witness Name (Typed or Printed)

Attorney Docket 81858/7948

Dated: 6/3/05

 ANDREW M. NGUYEN

State of California)
) ss
 County of San Diego)

On June 3, 2005, before me, Gloria Xefos

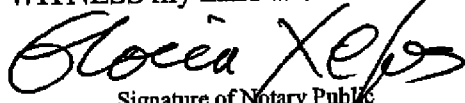
Notary Public, personally appeared ANDREW M. NGUYEN,

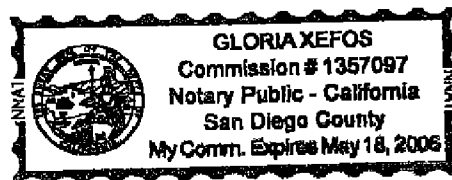
☐ personally known to me or

☒ proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her 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.


 Signature of Notary Public



Attorney Docket 81858/7948

Dated: 6/3/05

Susan E. Basch
 SUSAN E. BASCH

State of California)
) ss
 County of San Diego)

On June 3, 2005, before me, Gloria Xefos,

Notary Public, personally appeared SUSAN E. BASCH,

☐ personally known to me or

☒ proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her 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.

Gloria Xefos
 Signature of Notary Public



Attorney Docket 81858/7948

Dated: 06/09/05

S. Perez Araujo
 SERGIO R. PEREZ ARAUJO

State of California)
) ss
 County of San Diego)

On June 9, 2005, before me, Gloria Xefos

Notary Public, personally appeared SERGIO R. PEREZ ARAUJO,

☒ personally known to me or

☒ proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her 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.

Gloria Xefos
 Signature of Notary Public



Attorney Docket 81858/7948

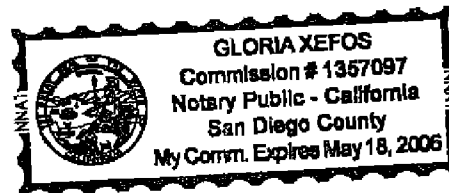
Dated: 6/9/05Jose Macias Galarza
JOSE MACIAS GALARZAState of California)
) ss
County of San Diego)On June 9, 2005, before me, Gloria Xefos

Notary Public, personally appeared JOSE MACIAS GALARZA,

☐ personally known to me or☒ proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her 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.

Gloria Xefos
Signature of Notary Public

Attorney Docket 81858/7948

EXECUTION BEFORE NOTARY

Dated: _____

BILL MERKT

State of California)

) ss

County of San Diego)

On _____, 2005, before me, _____,

Notary Public, personally appeared BILL MERKT,

☐ personally known to me or☐ proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her 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.

Signature of Notary Public

OR EXECUTION BEFORE WITNESSES

_____, 2005 _____
 Date Bill Merkt

Executed in my presence on this _____ day of _____, 2005 by the
 aforementioned individual known to me to be the person named in this assignment.

 First Witness (Signature)_____
 Second Witness (Signature)_____
 First Witness Name (Typed or Printed)_____
 Second Witness Name (Typed or Printed)

Attorney Docket 81858/7948

EXECUTION BEFORE NOTARY

Dated: _____

ADAM A. DUNFORD

[illegible]

On _____, 2005, before me, _____

Notary Public, personally appeared ADAM A. DUNFORD,

☐ personally known to me or

☐ proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her 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.

Signature of Notary Public

OR EXECUTION BEFORE WITNESSES

June 7, 2005 
Date Adam A. Dunford

Executed in my presence on this 7 day of June, 2005 by the
 aforementioned individual known to me to be the person named in this assignment.

Executed in my presence on this 7
 aforementioned individual known to me to

 First Witness (Signature)

Second Witness (Signature)

Mary Lou Rodgers
First Witness Name (Typed or Printed)

Ismael Betancourt
Second Witness Name (Typed or Printed)

28/2005 14:32 626-85103

RAIN BIRD HR

PAGE 01/01

EMPLOYEE'S AGREEMENT

THIS AGREEMENT, made this 12 day of MAY, 1995, by and between
BILL MERKT, hereinafter called "Employee" and _____

_____, hereinafter called the "Company".

WITNESSETH:

WHEREAS, the Employee recognizes and acknowledges that an important asset of the Company is its proprietary information which includes sales data, know-how, trade secrets, production methods, and other special information which has not been publicly released, and which the Company desires to remain with it exclusively; and

WHEREAS, the Employee recognizes and acknowledges that everything which an Employee acquires by virtue of his employment, except the salary compensation which is due to him from his employer, belongs to the employer, regardless of how it is acquired, and regardless of whether it is acquired during or after the expiration of the term of his employment; and

WHEREAS, the Employee recognizes and acknowledges that all inventions created by an Employee during the time of his employment or which utilize the Company's resources which relate to the business of the Company, are the property of the Company, and it alone.

NOW, THEREFORE, in consideration of his employment by the Company, the Employee agrees as follows:

1. Definitions. As used in this agreement:

(a) "Company" means the Corporation whose name is hereinabove set forth, its successors and assigns, and any of its present or future subsidiaries and organizations controlled by controlling or under common control with it, and shall include any other corporation engaged in the manufacture, sales or distribution of Rain Bird products.

(b) "Confidential Information" means information disclosed to the Employee or known by the Employee as a consequence of, or through his employment by the Company concerning the Company's products, processes, services, customers, organization or procedures including information, whether financial or nonfinancial relating to research, development, inventions, manufacture, purchasing, accounting, engineering, marketing, merchandising, or sales.

(c) "Inventions" means discoveries, concepts and ideas, whether patentable or not, including but not limited to processes, methods, formulas and techniques, as well as improvements thereof or know-how related thereto, developed to any extent whatsoever during Employee's hours of employment or utilizing any of Company's property, equipment, supplies, or information, or concerning any present or prospective activities of the Company with which the Employee becomes acquainted as a result of his employment by the Company.

2. The Employee recognizes and acknowledges that Confidential Information and Inventions are the property of the Company. Except as required by his duties to the Company, the Employee agrees that he will not during or after his employment directly or indirectly use, disseminate, disclose, or discuss any of said Confidential Information or Inventions.

3. Employee agrees to sign any papers or do any acts which the Company may consider necessary to secure to the Company any and all rights related to any inventions including patents or patent applications in the United States or foreign countries. Employee agrees to notify Employer of all inventions by him or participated in by him during the term hereof whether or not covered by (c) above. The questions of inventions shall be determined by the Company or its attorneys.

4. Employee has listed below all inventions made prior to his employment and which are therefore excluded from the coverage of this agreement. It is understood that these disclosures are not made in confidence and that any rights Employee may have are to be determined by the PATENT LAWS of the United States.

5. Upon termination of Employee's employment (whether voluntary or involuntary) with the Company, all documents, records, notebooks, and similar repositories of or containing data related to Inventions or Confidential Information including copies thereof, then in Employee's possession, whether prepared by Employee or others, will be left with the Company.

6. Nothing in this Agreement shall require Employee to assign or offer to assign any rights in an invention for which no equipment, supplies, facility, or trade secret information of the Company was used and which was developed entirely on the Employee's own time, and (a) which does not relate (1) to the business of the Company or (2) to the Company's actual or demonstrably anticipated research or development, or (b) which does not result from any work performed by the Employee for the Company.

7. The Employee understands that his employment may be terminated by him or by the Company at any time with or without cause.

8. The Employee hereby authorizes and grants to Rain Bird's insurance carrier or its agent the right to have access to his driving record on file with the Department of Motor Vehicles (or other appropriate agency) and further authorizes them to release this information to Rain Bird or its affiliated companies. He understands this review of his driving record will be conducted periodically while he is employed with any of the Rain Bird Companies. The Employee hereby releases said insurance agency and the Rain Bird companies from all liability for any damage for obtaining access to or releasing any of this information.

IN WITNESS WHEREOF, the Employee has executed this Agreement the day and year first above written.

EMPLOYEE:

B. MERKT PATENT