

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Environ Holdings, Inc.	11/06/2006
Environ Products, Inc.	11/06/2006
Kiva Corporation	11/06/2006
Michael C. Webb	11/06/2006

RECEIVING PARTY DATA

Name:	Environ-OPW, Inc.
Street Address:	9393 Princeton-Glendale Road
City:	Hamilton
State/Country:	OHIO
Postal Code:	45011

PROPERTY NUMBERS Total: 23

Property Type	Number
Patent Number:	7021345
Patent Number:	5398976
Patent Number:	5911155
Patent Number:	6029505
Patent Number:	5263794
Patent Number:	5297896
Patent Number:	5527130
Patent Number:	5722699
Patent Number:	5867403
Patent Number:	6575206
Patent Number:	6648175
Patent Number:	7097433

PATENT

500184561

REEL: 018552 FRAME: 0321

OP \$920.00 7021345

Patent Number:	5494409
Patent Number:	6565127
Patent Number:	5746454
Patent Number:	5713607
Patent Number:	5831149
Patent Number:	5927762
Patent Number:	7104727
Patent Number:	5271518
Patent Number:	7073976
Application Number:	10259578
Application Number:	11491860

CORRESPONDENCE DATA

Fax Number: (918)586-8635
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 918-586-8544
 Email: t.clark@cwlaw.com
 Correspondent Name: Tamarie L. Clark
 Address Line 1: 4000 One Williams Center
 Address Line 4: Tulsa, OKLAHOMA 74172-0148

NAME OF SUBMITTER:	Tamarie L. Clark
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Total Attachments: 11
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PATENT ASSIGNMENT

WHEREAS, Environ Holdings, Inc., Environ Products, Inc., Kiva Corporation and Michael C. Webb ("Assignors"), are the owners of all rights in certain United States Letters Patent and applications which are described in detail on Schedule A incorporated in this Assignment and those foreign patents and foreign patent applications which are described in detail on Schedule A hereto (the "Patents"); and

WHEREAS, Environ-OPW, Inc., a Delaware corporation with offices at 9393 Princeton – Glendale Road, Hamilton, Ohio 45011 ("Assignee"), is desirous of obtaining the entire right, title and interest in and to all of the Patents pursuant to the terms of that certain Asset Purchase Agreement between Assignor, Environ Holdings, Inc. and Environ Products, Inc. dated as of October 6, 2006 (the "Asset Purchase Agreement"):

1. NOW, THEREFORE, for a consideration of the sum of \$ 5.00 and other valuable consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over unto Assignee, all of their right, title and interest in and to the Patents, for its own use and benefit and for the use and benefit of its successors, legal representatives and assigns, including:

(a) All of Assignors' rights, titles and interests in and to the United States Letters Patent and applications as listed in Schedule A annexed hereto and made a part hereof, including without limitation all divisionals, continuations and continuations-in-part thereof, all patent applications claiming priority therefrom, any patent or patent application that contains the same disclosure as a Patent, and all patents which may be granted thereon, all rights of priority therein, all reissues and re-examinations and extensions thereof, and in and to the inventions disclosed therein and including the right to sue for past infringement and to collect damages therefor; and

(b) All of Assignors' rights, titles and interests in and to the foreign patents and applications included in the Patents, including without limitation all divisionals, continuations and continuations-in-part thereof, and all patents of any country which may be granted thereon and reissues, renewals and extensions thereof, all rights of priority therein, and all applications for industrial property protection, which may hereafter be filed that correspond to the existing Patents, including without limitation all applications for patents, utility models and designs, together with the right to file such applications and the right to claim priority from prior applications under the patent laws of the United States or other countries under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property

protection, including without limitation patents, applications, utility models, inventors' certificates, and designs which may be granted for said patents, and all extensions, renewals and reissues thereof and including the right to sue for past infringement and to collect damages therefor;

AND ASSIGNORS HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents or other evidence or forms of industrial property protection on application as aforesaid, to issue the same to Assignee in accordance with the terms of this instrument.


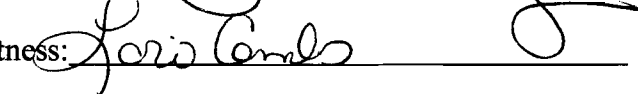
2. This Patent Assignment is expressly made subject to the terms and provisions of the Asset Purchase Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be duly signed and authorized as of the 6th day of November, 2006.

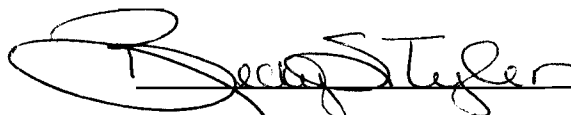
"Assignors"
Environ Holdings, Inc.

By: 
Name: Michael Webb
Title: CEO

Witness: 
Witness: 

STATE OF NORTH CAROLINA :
: SS:
COUNTY OF JOHNSTON :

The foregoing instrument was acknowledged before me in the City of SMITHFIELD, this 6 day of November, 2006, by Michael Webb on behalf of Environ Holdings, Inc.


Notary Public

My Commission Expires:
August 20, 2011
(Notarial Seal)

SIGNATURE PAGE TO PATENT ASSIGNMENT

PATENT
REEL: 018552 FRAME: 0325

Environ Products, Inc.

By: _____

Name: Michael Webb

Title: CEO

Witness: _____

Witness: for Envs

STATE OF NORTH CAROLINA :

: SS:

COUNTY OF JOHNSTON :

The foregoing instrument was acknowledged before me in the City of SMITHFIELD, this
6 day of November, 2006, by MICHAEL WEBB on behalf of Environ Products, Inc.

Rebecca Tyler
Notary Public

My Commission Expires:

August 20, 2011
(Notarial Seal)

SIGNATURE PAGE TO PATENT ASSIGNMENT

PATENT
REEL: 018552 FRAME: 0326

Kiva Corporation

By: _____

Name: Michael Webb

Title: CEO

Witness: _____

Witness: _____

STATE OF NORTH CAROLINA :

: SS:

COUNTY OF JOHNSTON :

The foregoing instrument was acknowledged before me in the City of Smithfield, this
10 day of November, 2006, by Michael Webb on behalf of Kiva Corporation.

Notary Public

My Commission Expires:

August 20, 2011
(Notarial Seal)

SIGNATURE PAGE TO PATENT ASSIGNMENT

PATENT
REEL: 018552 FRAME: 0327

By:

Michael C. Webb

Witness:

Witness:

STATE OF NORTH CAROLINA :

: SS:

COUNTY OF Johnston :

The foregoing instrument was acknowledged before me in the City of Smithfield, this
10 day of November, 2006, by Michael C. Webb.

Rebecca Stiger
Notary Public

My Commission Expires:

August 20, 2011

(Notarial Seal)

SIGNATURE PAGE TO PATENT ASSIGNMENT

PATENT
REEL: 018552 FRAME: 0328

"Assignee"
Environ-OPW, Inc.

By:
Name:
Title:

Patrick Schultz

Witness:

Witness:

STATE OF NORTH CAROLINA :

: SS:

COUNTY OF Johnston :

The foregoing instrument was acknowledged before me in the City of Smithfield this
6 day of October, 2006, by Patrick Schultz on behalf of Environ-OPW, Inc.

[Signature]
Notary Public

My Commission Expires:

August 20, 2011
(Notarial Seal)

SIGNATURE PAGE TO PATENT ASSIGNMENT

PATENT
REEL: 018552 FRAME: 0329

Schedule A

See attached spreadsheet.

ISSUED PATENTS

BALL AND SOCKET BREAKAWAY FITTING (hose breakaway fitting)

<u>U.S. Patent No.</u>	<u>Issue Date</u>
US 7,021,345	04/04/2006

CONNECTING DEVICE FOR PIPE ASSEMBLIES (Test boot & connecting tube full-system secondary connection)

<u>U.S. Patent No.</u>	<u>Issue Date</u>
US 5,398,976	03/21/95
US 5,911,155	6/8/99
US 6,029,505	2/29/2000

ENVIRONMENTALLY SAFE UNDERGROUND PIPING SYSTEM (w/GeoFlex ribbed double-wall pipe)

<u>U.S. Patent No.</u>	<u>Issue Date</u>
US 5,263,794 (B1)	11/23/93
US 5,297,896 (B1)	03/29/94
US 5,527,130	06/18/96

FLEXIBLE ENTRY BOOT (with embedded fully encased studs)

<u>U.S. Patent No.</u>	<u>Issue Date</u>
US 5,722,699	3/3/98

FUEL DISPENSER

<u>U.S. Patent No.</u>	<u>Issue Date</u>
US 5,867,403	2/9/99

FUEL DISPENSER HAVING AN INTEGRAL CATASTROPHIC PROTECTION SYSTEM

<u>U.S. Patent No.</u>	<u>Issue Date</u>
US 6,575,206	06/10/03

FUEL DISPENSER WITH NUTATING DISK METER

<u>U.S. Patent No.</u>	<u>Issue Date</u>
US 6,648,175	11/18/03

FUEL TRANSFER PUMP

<u>U.S. Patent No.</u>	<u>Issue Date</u>
US 7,097,433	8/29/06

GAS PUMP VAPOR RECOVERY SYSTEM (co-own with Exxon)

<u>U.S. Patent No.</u>	<u>Issue Date</u>
US 5,494,409	2/27/96

PIPE COUPLING AND ASSEMBLY

<u>U.S. Pat. No.</u>	<u>Issue Date</u>
US 6,565,127	05/20/03

PIPE COUPLING ASSEMBLY AND METHOD (Coaxial couplings)

<u>U.S. Patent No.</u>	<u>Issue Date</u>
US 5,746,454	5/5/98
US 5,713,607	2/3/98
US 5,831,149	11/3/98
US 5,927,762	7/27/99

<u>Foreign Pat. No. (Country)</u>	<u>Issue Date</u>
2,176,464 (Canada)	12/5/2000
087961 (Taiwan)	11/97
696,049 (Australia)	12/10/98
194,949 (Mexico)	1/14/2000
ATE213530 (Austria)	2/20/02
EPO731893 (Belgium)	2/20/02
EPO731893 (European Patent)	2/20/02
EPO731893 (France)	2/20/02
EPO731893 (Great Britain)	2/20/02
69525523.1 (Germany)	2/20/02
EPO731893 (Ireland)	2/20/02
EPO731893 (Luxembourg)	2/20/02
EPO731893 (Switzerland)	2/20/02

PIPE SYSTEM WITH TRANSITION COUPLING

<u>U.S. Patent No.</u>	<u>Issue Date</u>
7,104,727 (US)	9/12/2006

SUMP COVER

<u>U.S. Patent No.</u>	<u>Issue Date</u>
US 5,271,518	12/21/93

UNDER-DISPENSER CONTAINMENT SYSTEM

<u>U.S. Patent No.</u>	<u>Issue Date</u>
US 7,073,976	7/11/2006

PENDING FORMAL PATENT APPLICATIONS

**FUEL DISPENSER HAVING A GUIDED CUSTOMER TRANSACTION INTERFACE
AND THE METHOD THEREOF**

<u>Our File No.</u>	<u>Serial No. (country)</u>	<u>Filing Date</u>
8723-94US (178383)	10/259,578 (US)	9/30/02

**FUEL DISPENSER HAVING AN INTEGRAL CATASTROPHIC PROTECTION
SYSTEM**

<u>Our File No.</u>	<u>Serial No. (country)</u>	<u>Filing Date</u>
8723-95EP (198995)	02768941.3 (Europe)	9/30/02

METHOD OF FLUORINATING PIPE

<u>Serial No. (country)</u>	<u>Filing Date</u>
11/491,860 (US)	7/14/06