

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
EFFECTIVE DATE:	06/15/2007	
CONVEYING PARTY DATA		
Name		Execution Date
Vehicle Inflation Technologies, Inc.		06/15/2007
RECEIVING PARTY DATA		
Name:	Equalaire Systems, Inc.	
Street Address:	1414 Corn Products Road	
City:	Corpus Christi	
State/Country:	TEXAS	
Postal Code:	78409	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Patent Number:	6401743	
Patent Number:	6244316	
Patent Number:	6484774	
CORRESPONDENCE DATA		
Fax Number:	(210)226-8395	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	210-554-5461	
Email:	ipdocket@coxsmith.com	
Correspondent Name:	Derrick A. Pizarro	
Address Line 1:	112 East Pecan Street	
Address Line 2:	Suite 1800	
Address Line 4:	San Antonio, TEXAS 78205	
ATTORNEY DOCKET NUMBER:	30610.39, 41 & 42	
NAME OF SUBMITTER:	Derrick A. Pizarro	

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PATENT
REEL: 019825 FRAME: 0414

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made effective as of this 15th day of June, 2007 by the undersigned, Vehicle Inflation Technologies, Inc., a Texas corporation having its principal place of business at 103 Canterbury Green, Montgomery, Texas 77356-8877, ("Assignor"), and its stockholders Mark H. Naedler ("Naedler") and J. Frank Haasbeek ("Haasbeek"), in favor of Equalaire Systems, Inc., a Texas corporation having its principal place of business at 1414 Corn Products Road, Corpus Christi, Texas 78409 ("Assignee") (collectively, the "Parties").

WHEREAS, the Assignor desires to transfer all right, title, and interest in and to:

- a. U.S. Pat. No. 6,401,743 "Automatic Tire Inflation System Having a Pressure Regulator with an Integrated Leak Detection Switch," filed August 18, 2000, issued June 11, 2002, to Naedler,
- b. U.S. Pat. No. 6,244,316 "Vehicle Tire Inflation System," filed August 21, 1999, issued June 12, 2001, to Naedler, and
- c. U.S. Pat. No. 6,484,774 "Vehicle Tire Inflation System," filed June 12, 2001, issued November 26, 2002, to Naedler (collectively, "the Patents"); and

all inventions and improvements disclosed in the Patents and all inventions, improvements, know-how and trade secrets, including without limitation as they exist anywhere in the world, formulae, ideas, concepts, discoveries, innovations, improvements, results, reports, information and data (including without limitation all business and technical information, and information and data relating to research, development, analytical methods, processes, formulations and compositions), research summary data, research raw data, laboratory and programmer notebooks, methods, procedures, proprietary technology and information, operating and maintenance manuals, engineering and other drawings and sketches, manufacturing and production processes and techniques, designs, specifications, and blueprints related to automatic tire inflation systems (the "Inventions"); and all right of action on account of past, present and/or future infringement of the Patents and/or unauthorized use of the Inventions (including without limitation actions for damages, legal, equitable and other relief) (the "Rights of Action") (collectively, "the Intellectual Property"); and

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the Intellectual Property from Assignor;

NOW, THEREFORE, in consideration of
good and valuable consideration, the receipt and sufficiency
of which are hereby acknowledged:

1. the Assignor has sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives and assigns, all right, title and interest in, to and under the Intellectual Property, including all divisions, renewals, continuations, and continuations-in-part of the Patents, and all Letters Patent of the United States which may be granted on the Inventions and all reissues, reexaminations, and

extensions thereof, and all applications for Letters Patent which have been or may hereafter be filed for said Inventions in any country or countries foreign to the United States, and all Letters Patent which may be granted for said Inventions in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and Assignor 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 on applications as aforesaid, to issue all Letters Patent for said Inventions to said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument; and

2. As of the date hereof, Assignor and its stockholders represent, warrant and covenant that:

- i. Assignor has the full right to convey the entire interest assigned herein, free and clear of all liens and encumbrances;
- ii. Assignor has not executed, and will not execute, any agreement in conflict herewith, and neither Assignor nor its stockholders will challenge or dispute the ownership, validity or enforceability of the Intellectual Property, either directly or indirectly, nor allow any person or entity under their control to do so;
- iii. Assignor has the right to sell, lease, license or otherwise exploit any product or service related to the Intellectual Property free from any royalty or other obligation to third parties.
- iv. All issued patents are in full force and effect and have not been declared invalid or unenforceable by any court of competent jurisdiction.
- v. If any of the Intellectual Property is subject to any taxes, maintenance fees, responses to official actions or other actions falling due within ninety (90) days of the effective date hereof, Assignee will pay any such fees and Assignor will reimburse Assignee the amount of such fees. Assignor and its stockholders agree to maintain Assignor in good standing and not to dissolve Assignor during such period and for at least thirty (30) days thereafter.
- vi. The Inventions were not published, patented, offered for sale, or in public use anywhere in the world prior to the filing date of the respective applications maturing into the respective Patents.
- vii. To the best of Assignor's knowledge, Assignor's ownership and/or use of the Intellectual Property does not infringe upon, conflict with, misappropriate or otherwise violate any rights of any third party.
- viii. Assignor has received no notice of and there are no claims that the use of the Intellectual Property infringes upon, conflicts with, misappropriates or otherwise violates any rights of any third party, including without limitation any lawsuits, demand letters, offers of license, interferences, oppositions, reissue proceedings, reexaminations, challenges to inventorship or other contested proceedings, to the best of Assignor's knowledge.

- ix. To the best of Assignor's knowledge, no third party is engaging in conduct that infringes upon, conflicts with, misappropriates or otherwise violates the Assignor's rights in the Intellectual Property.
- x. Assignor has not entered into any agreements or licenses or created any security interests, leases, equities, claims, options, restrictions, rights of first refusal, title retention agreements, covenants not to compete or other exceptions to title (whether written or oral) which affect the Intellectual Property.
- xi. Neither Assignor nor its stockholders have granted any licenses, immunities, covenants not to sue or other rights (whether written or oral) with respect to the Intellectual Property which would provide a third party with a defense to patent or other intellectual property infringement or misappropriation proceeding, whether domestic or foreign.
- xii. All information material to patentability of the Patents, and known to the Assignor, was disclosed to the appropriate government agency during the pendency of the applications maturing into the issued patents.
- xiii. In applying for the Patents, the Assignor has claimed the correct entity status (including without limitation and as may be applicable, "small entity" status as defined in 37 C.F.R. § 1.27).
- xiv. Neither Assignor nor its stockholders are aware of any information that could reasonably form a basis for invalidating or rendering unenforceable any Intellectual Property.
- xv. All commercially reasonable measures have been taken to maintain the confidentiality of all non-public Intellectual Property and all other information the value of which to the Assignor is contingent upon maintenance of the confidentiality thereof. Without limiting the generality of the foregoing, each current and former employee, officer, director and stockholder of the Assignor, and each former and current consultant and each other independent contractor to the Assignor who has had access to proprietary information with respect to and/or in use by the Assignor, has entered into an agreement suitable to vest ownership rights to any Intellectual Property conceived, created, made, or reduced to practice by such person, whether alone or in cooperation with others, in the Assignor and has entered into an agreement for maintaining the confidential information of the Assignor. All of the foregoing agreements are in full force and effect in accordance with their respective terms.
- xvi. There is no unauthorized use, infringement or misappropriation of the Intellectual Property by any current or former employee, officer, director or stockholder, nor by any current or former consultant or independent contractor of Assignor.
- xvii. Assignor has (a) in good faith affixed appropriate patent notices to all products made, sold, offered for sale, or otherwise distributed to the public, (b) done so as a continuous and consistent practice, and (c) made reasonable efforts to ensure


that all licensees, sublicensees and other authorized parties have so marked their products.

- xviii. There are no legal proceedings pending, or to the knowledge of Assignor, threatened, against or affecting the Intellectual Property. There are no judgments, decrees or orders of any court or administrative agency affecting the Intellectual Property or their use;
- xix. Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, and Naedler and Haasbeek are the sole stockholders of Assignor;
- xx. Assignor and its stockholders shall assist Assignee in proper ways to obtain protection for the Intellectual Property and enforce the Intellectual Property in the United States and foreign countries. To that end, Assignor will execute, verify and deliver such documents as may be required, and Assignor will make Mr. Mark Naedler available to appear as a witness at a mutually convenient time (except at such time as may be required during trial) as Assignee may reasonably request and at Assignee's expense.
- xxi. Neither Assignor nor its stockholders will engage, either directly or indirectly, solely or jointly with others, in any business anywhere in the world that is engaged in business related to tire inflation systems, including but not limited to any tire inflation system or apparatus covered, disclosed, or related in any way whatsoever to the Intellectual Property;
- xxii. Neither Assignor nor its stockholders shall disclose any information that is confidential, proprietary or otherwise not publicly available about the Intellectual Property; and

If any term or other provision of this Assignment is determined by a court of competent jurisdiction to be invalid, illegal, or incapable of being enforced under any rule of applicable law, or public policy, all other conditions and provisions of this Assignment shall nevertheless remain in full force and effect. This Assignment constitutes the entire agreement between the Parties with respect to the matters contained herein and supersedes all prior negotiations, understandings and agreements, whether written or oral, between the Parties with respect to the matters contained herein. This Assignment shall not be modified or amended except by an instrument in writing signed by both Parties. This Assignment shall be binding upon and inure solely to the benefit of each party hereto and their permitted successors, assigns and transferees, and nothing in this Assignment express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Assignment. This Assignment may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Assignment. This Assignment shall be construed and enforced in accordance with, and the respective rights and obligations of the parties hereto shall be governed by, the laws of the State of Texas. Exclusive venue shall be in Corpus Christi, Texas.

EFFECTIVE as of the day and year first above written.

ASSIGNOR: VEHICLE INFLATION TECHNOLOGIES,
INC.

By: 
J. Frank Haasbeek, Chief Executive Officer
and Director

Date: 6/15/07

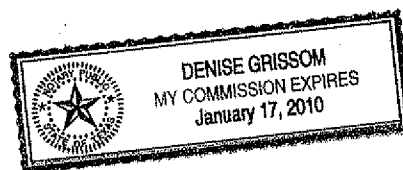
STATE OF Texas §
COUNTY OF Montgomery

This instrument was acknowledged before me on the 15th day of June, 2007, by J. Frank Haasbeek, known to me to be the person of that name, who declared the foregoing assignment to be his free act and deed on behalf of said Assignor for the consideration therein expressed.



Notary Public in and for the State of Texas.

My Commission Expires:



Mark H. Naedler, Stockholder of Vehicle
Inflation Technologies, Inc.

12122 CYPRESS CREEK LAKES DR.
CYPRESS, TX 77433

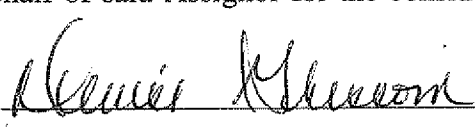
By: 

Date: 6/15/07

STATE OF Texas §

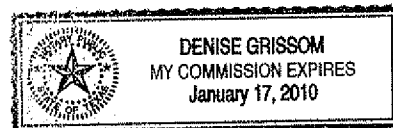
COUNTY OF Montgomery

This instrument was acknowledged before me on the 15th day of June, 2007, by Mark H. Naedler, known to me to be the person of that name, who declared the foregoing assignment to be his free act and deed on behalf of said Assignor for the consideration therein expressed.



Notary Public in and for the State of Texas.

My Commission Expires:



J. Frank Haasbeek, Stockholder of Vehicle Inflation
Technologies, Inc.

103 Canterbury Green Drive

Montgomery, Texas 77356-8877

By: *J. Frank Haasbeek*

Date: 6/15/07

STATE OF Texas §
COUNTY OF Montgomery

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J. Frank Haasbeek, known to me to be the person of that name, who declared the foregoing
assignment to be his free act and deed on behalf of said Assignor for the consideration therein
expressed.

Denise Grissom

Notary Public in and for the State of Texas.

My Commission Expires:

