

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
David Phillips		06/01/2005
RECEIVING PARTY DATA		
Name:	Davidson Hydrant Technologies	
Street Address:	P. O. Box 257	
City:	Sunnyside	
State/Country:	GEORGIA	
Postal Code:	30284	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Application Number:	11544429	
Application Number:	11838534	
PCT Number:	US0780572	
CORRESPONDENCE DATA		
Fax Number:	(404)815-6555	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4048156500	
Email:	patentcorrespondence@kilstock.com	
Correspondent Name:	John S. Pratt Kilpatrick Stockton LLP	
Address Line 1:	1100 Peachtree Street	
Address Line 2:	Suite 2800	
Address Line 4:	Atlanta, GEORGIA 30309	
ATTORNEY DOCKET NUMBER:	51913341092/333281/349783	
NAME OF SUBMITTER:	Sandee H. Whitley	
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**PATENT**  
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**ASSIGNMENT AND NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT is made and entered into as of the 1 day of June, 2005, by and among **DAVIDSON HYDRANT TECHNOLOGIES**, a GEORGIA corporation (hereinafter "**DAVIDSON**") and David Phillips ("Disclosee Company") and its undersigned officers, employees and agents (Disclosee Company and such persons collectively "Disclosees").

**W I T N E S S E T H:**

**WHEREAS**, **DAVIDSON**, desires that Disclosee Company assist **DAVIDSON** in evaluating and certifying certain fireplug technology and **DAVIDSON'S** concepts, plans and designs for such project (the "**Project**")

**WHEREAS**, certain proprietary information of **DAVIDSON** may have been and will be disclosed to Disclosees in connection with the Project; and

**WHEREAS**, all right, title and interest in certain information and certain works with respect to the Project is to belong solely and exclusively to **DAVIDSON** and is to be assigned by Disclosees to **DAVIDSON**;

**NOW, THEREFORE**, for and in consideration of the employment by each Disclosee on the Project, in order to induce **DAVIDSON** to proceed with the Project, for other good and valuable consideration, the receipt, and sufficiency of which are hereby acknowledged, and the premises, mutual promises, covenants, warranties and agreements herein contained, the parties hereto agree as follows:

**1. Transfer and Assignment.**

**1.1 Project Information.** Each Disclosee hereby transfers, conveys and assigns to **DAVIDSON**, and agrees to transfer, convey and assign to **DAVIDSON**, all right, title and interest in and to any and all technical and other information arising in connection with the Project or related product design, development, engineering, fabrication or manufacture, including, but not by way of limitation, any and all patents, patent rights, copyrights, trade secrets, inventions, technology, computer programs, ideas, devices, designs, products, processes, machinery, improvements, innovations, apparatus, know-how, methods, information contained in the Project Works (as defined below) and other information (collectively "Project Information"). Each Disclosee warrants that it, she or he has the right to assign and transfer all of the Project Information to **DAVIDSON** and that all the Project Information is and shall be the sole and exclusive property of **DAVIDSON**. Each Disclosee agrees to disclose to **DAVIDSON** all Project Information, and further agrees to execute all papers required by **DAVIDSON** to enable **DAVIDSON**, at its expense, to prepare and file any and all original, divisional, continuation, continuation in part, refile, renewal, reissue and other applications for patents in the United States, Canada and other countries covering such inventions, and to establish and maintain **DAVIDSON'S** title to and obtain for

DAVIDSON patents on said applications, all at the option of DAVIDSON, and to vest the entire right, title and interest in and to the Project Information in DAVIDSON. Each Disclosee will also execute all proper and necessary papers to protect or otherwise effect DAVIDSON's rights in the Project Information as may be presented to it, her or him at any time.

1.2 Project Works. All writings, tapes, recordings, computer programs, drawings and other works in any tangible medium of expression, regardless of the form, which are prepared by Disclosees, or to which any of them contribute, in connection with the Project, product design, development, engineering, fabrication or manufacture (collectively the "Project Works"), and all copyrights and other rights, titles and interests whatsoever in and to the Project Works, are hereby transferred, conveyed and assigned and delivered solely, irrevocably, exclusively, and throughout the world to DAVIDSON. Each Disclosee agrees to execute such other further grants and assignments of all rights, including all copyrights, in and to the Project Works as DAVIDSON from time to time may request for the purpose of evidencing, enforcing, registering or defending its complete, exclusive, perpetual and worldwide ownership of the Project Works, including the copyrights therein. Without limiting the preceding provisions of this paragraph, each Disclosee acknowledges that DAVIDSON may edit and otherwise modify and use, publish and otherwise exploit the Project Works in all media and in such manner as DAVIDSON in its discretion may determine. Each Disclosee shall affix upon all Project Works and all copies thereof, prepared in print, tape, disk or any other medium of expression, and on all boxes, reels, cartridges, cassettes or other containers containing any Project Works, the copyright notice of DAVIDSON in the following form:

- © Copyright (year date of first creation) DAVIDSON. All rights reserved.  
The information contained herein includes information, which is confidential and proprietary to DAVIDSON and may not be used or disclosed without the prior written consent of DAVIDSON.

## 2. Confidential Information.

2.1 Non-Disclosure. Each Disclosee acknowledges that it, she or he shall from time to time have access to and be provided with confidential, secret and proprietary information of DAVIDSON. Each Disclosee agrees that it, she or he will not, without the prior written consent of DAVIDSON, for any reason or at any time, use or disclose to any individual person, firm or entity any fact or information concerning methods or plans of operation, research and development or any secret or confidential information relating to the processes, products, including any model devices, parts, accessories, drawings, designs, knowledge, data, design specifications, materials information, components, know how, proprietary processes, intellectual property, machinery, circuitry, software, programs, inventions, improvements, apparatus or trade secrets, design secrets, or other information relating to business plan and strategies, marketing plans, design concepts, ideas, including without limitation those concepts for which a patent is currently pending, and any other subject matter relating to device,

design, idea or concept depicted in Exhibit "A" attached hereto, all such information being specifically agreed to be deemed confidential and proprietary by each party and any one with whom said party should share said Confidential information with subsequent to the disclosure of said information, of DAVIDSON or any other confidential information heretofore disclosed to Disclosee or hereafter disclosed to Disclosee, or obtained by observation or inspection of DAVIDSON's activities, machinery, processes, designs, schematics, drawings, source code listings or other documentation or designs. Such secret, proprietary, and confidential information, hereinafter referred to as "Proprietary Information," includes any information not generally available to the public and specifically includes the Project Information. Subject to the provisions of Paragraph 2.2 below, each Disclosee agrees that it, she or he shall (a) treat the Proprietary Information as confidential, (b) use the Proprietary Information only in direct connection with the Project, (c) limit access to the Proprietary Information to those who require it for the Project and who have executed a copy of this Agreement, and (d) not disclose the Proprietary Information to any other person, firm or entity, except those who require it for the Project and who have executed a copy of this agreement.

2.2 Exceptions. Notwithstanding the provisions of Paragraph 2.1 above, the following shall be considered Proprietary Information: (a) any information that Disclosee can demonstrate was within her, his or its legitimate possession prior to the time of disclosure by DAVIDSON; (b) any information which was in the public domain prior to disclosure by DAVIDSON, as evidenced by documents which were generally published prior to such disclosure; (c) any information which, after disclosure by DAVIDSON, comes into the public domain through no fault of Disclosee; (d) any information which is disclosed to a Disclosee by a third party having legitimate possession thereof and the unrestricted right to make such disclosure; and (e) any confidential business information which does not constitute a trade secret after two years from the expiration or termination of this agreement.

3. Agreement From Representatives. Disclosee Company agrees that it will obtain from all of its directors, officers, employees, partners, associates and agents (included collectively, as above, as "Disclosees") who will perform work on or with respect to the Project and who will have access to Proprietary Information, a copy of this Agreement duly executed by such person and will, or will cause, copies of all such agreements to be delivered to DAVIDSON prior to the disclosure of any Proprietary Information to any of such employees before the employees begin to perform work on or with respect to the Project.

4. Severability. All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any term of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining terms shall

constitute their agreement with respect to the subject matter of this Agreement, and all such remaining terms shall remain in full force and effect.

5. Governing Law. The validity and effect of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia, United States of America.

6. Actions. Disclosees and each of them hereby irrevocably consent to the jurisdiction and venue of the courts of the State of Georgia, United States of America, including the federal courts located therein in any action arising under or relating to this Agreement, and each such Disclosee waives any and all jurisdictional defenses, including, but not by way of limitation, forum non conveniens, which it, he or she may have to the institution of any such action in any such court. Each Disclosee irrevocably constitutes the Secretary of State of Georgia, United States of America, its agent for service of process in any such action commenced under this Agreement; and each Disclosee further agrees that service on such agent shall constitute service on it for all purposes. DAVIDSON agrees to mail to the address set forth below or otherwise deliver to each such Disclosee on a contemporaneous basis a copy of any complaint filed by DAVIDSON against the Disclosee which is served upon the Secretary of State of Georgia.

7. Entire Agreement. This Agreement constitutes the entire agreement among DAVIDSON and each Disclosee with respect to the subject matter hereof and shall not be modified, amended or terminated except as herein provided or except by another agreement in writing executed by the parties hereto.

8. Successors and Assigns. This Agreement shall be binding on each Disclosee, its, his, or her successors, assigns, heirs, and legal representatives.

9. Injunctive Relief. It is mutually agreed that there may be no adequate remedy at law available to the parties hereto in the event of a breach of any provision of Paragraphs 1 or 2 of this Agreement and that DAVIDSON, in addition to all other rights and remedies which may be available to it, shall have the right to obtain specific performance or injunctive relief, as applicable, in the event of any breach or threatened breach of those provisions.

IN WITNESS WHEREOF, the parties have each executed this Agreement under seal as of the day and year first above written.

DAVIDSON

By: 

Title: 

  
Witness

DISCLOSEE COMPANY:

Anthony Loman  
Witness

By: [Signature]

Title: Secretary

Address: P.O. B. 257  
Sunnyvale, Ca

Date: 6/6/05

INDIVIDUAL DISCLOSEES:

David Phillips (Seal)  
Signature

Printed Name: David Phillips

Address: 3900 Andrews Crossing  
Lawrence, GA 30075

Date: 6/6/05

"EXHIBIT A"

