## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Technology Transfer Agreement

#### **CONVEYING PARTY DATA**

Name	Execution Date
Roger Bey	02/03/2007

#### **RECEIVING PARTY DATA**

Name:	Control Components, Inc.	
Street Address:	22591 Avenida Empresa	
City:	Rancho Santa Margarita	
State/Country:	CALIFORNIA	
Postal Code:	92688	

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12123218

#### **CORRESPONDENCE DATA**

Fax Number: (949)855-6371

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: patent@stetinalaw.com

Correspondent Name: Mark B. Garred
Address Line 1: 75 Enterprise
Address Line 2: Suite 250

Address Line 4: Aliso Viejo, CALIFORNIA 92656

ATTORNEY DOCKET NUMBER:	CCIOO-093A
NAME OF SUBMITTER:	Mark B. Garred

#### Total Attachments: 12

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### TECHNOLOGY TRANSFER AGREEMENT

WHEREAS, INVENTOR has invented an axial drag valve product (hereinafter the "Invention") which is described in the correspondence and sketches appended hereto collectively as Exhibit A.

WHEREAS, CCI desires to acquire all right, title and interest to the Invention, along with the sole and exclusive right to apply for and be granted any patent protection in relation to the Invention in the United States and in all other countries and Patent Offices in the world.

WHEREAS INVENTOR desires to transfer all right, title and interest to the Invention, including any patent, trademark, trade dress, copyrights, or other rights, and all rights to apply for and be granted patent protection in relation to the Invention in the United States and in all other countries and Patent Offices in the world, to CCI.

NOW, THEREFORE, INVENTOR and CCI agree as follows:

#### 1. ASSIGNMENT OF INVENTION:

a. The INVENTOR hereby assigns to CCI all property rights in, in relation to, and arising out of the Invention, including any patent, trademark, trade dress, copyrights, or other rights, so that the CCI shall be able to, among other things, make and prosecute to grant in CCI's own name an application or applications for patent protection of the Invention in the United States and in all other countries and Patent Offices in the

world. Pursuant to this undertaking, the INVENTOR further agrees to do all such acts as CCI may reasonably require in furtherance of the making and prosecution of any application for patent protection relating to the Invention including, without limitation, providing information on the Invention to CCI, cooperating in preparing any application for patent protection in relation to the Invention, and signing, confirming, authenticating any and all forms or other documents required by any Patent Office in support of any application for patent protection.

b. The INVENTOR hereby assigns to CCI all copyrights, unregistered design rights, and any other rights he may have in respect to the correspondence and sketches appended hereto as Exhibit A and the Invention to which they relate, along with any renewal rights.

### 2. PAYMENT TO INVENTOR:

In consideration for the rights assigned by the INVENTOR herein, CCI agrees to pay the INVENTOR a one-time, lump sum of ten thousand dollars (\$10,000.00).

## 3. REPRESENTATIONS AND WARRANTIES OF THE INVENTOR:

The INVENTOR hereby represents and warrants that:

- a. The correspondence and sketches appended as Exhibit A to this Agreement describe the Invention to the full extent known to and contemplated by the INVENTOR;
- b. The INVENTOR has not previously assigned or licensed his rights in relation to the Invention to any other party;
- c. The INVENTOR knows of no lawful ground of objection to the grant of any patent in relation to the Invention, nor has INVENTOR done any act which would prejudice the grant of such a patent; and
- d. The INVENTOR will not publish nor disclose to any party other than CCI any particulars of or relating to the Invention, and will not assist any third person to do so without the prior written consent of CCI.



## 4. <u>OTHER PROVISIONS:</u>

- a. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, integrates all prior understandings and agreements with respect thereto, and shall not be varied, amended or supplemented except in writing executed by the parties.
- b. Nothing in this Agreement shall be deemed to constitute, create, give effect to or otherwise recognize a partnership, agency, joint venture or formal business entity of any kind; and the rights and obligations of the parties shall be limited to those expressly set forth herein.
- c. Both parties acknowledge that the remedies at law may be inadequate to provide full compensation in the event of any material breach of this agreement by the other party, in that the non breaching party shall therefore be entitled to injunctive relief in the event of any material breach.
- d. The provisions of this Agreement are severable. If any paragraph or portion of this Agreement is declared illegal or unenforceable, the remainder of this Agreement will be effective and binding. To the extent permissible under applicable law, any such invalid, illegal or unenforceable provision will be deemed amended to conform to the intent of the parties to this Agreement.
- e. No waiver of any breach of any of the covenants or provisions of this Agreement will be construed as a waiver of any subsequent breach of the same or any other covenant or provision.
- f. This Agreement shall be interpreted and construed in accordance with the laws of the State of California without regard to its conflicts of laws, and both parties agree that if any action is brought to enforce the terms or conditions of this Agreement, such action will be brought in a court of appropriate jurisdiction in Orange County, California and both parties hereby consent to the subject matter and in personam jurisdiction of such court for purposes of any action, and waive any and all venue or jurisdictional defenses otherwise available.



The language used in this Agreement shall be deemed to be language g. chosen by both parties hereto and express their mutual intent, and no rule of strict construction against either party shall apply to any term or condition of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day indicated below.

Control Components, Inc. ("CCI")

Date: FEB 03 2007 By: Samuel (Stuntevan)

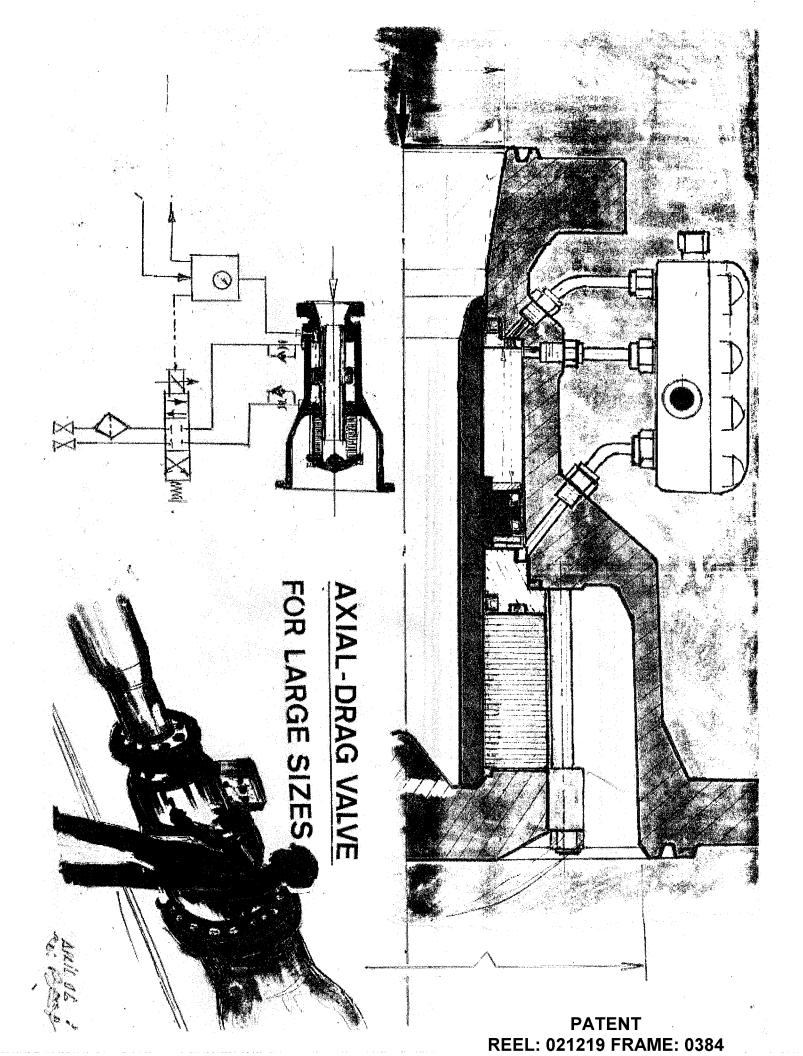
Title: Project Manager Development

Roger Bey ("INVENTOR")

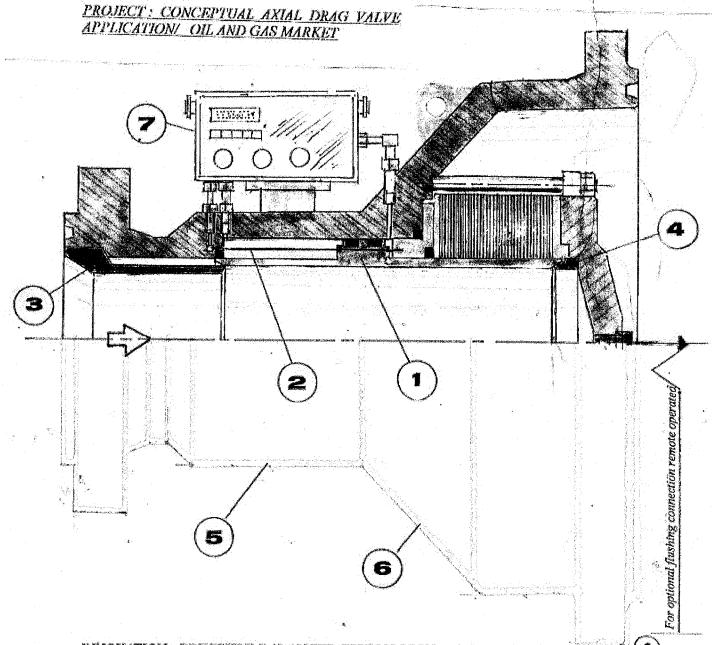
Date: Feb. 03-loof By: Roten Boy

Roger Bey

## EXHIBIT A







INNOVATION: PRESSURE BALANCED PISTON-PLUG AS SINGLE MOVING PART (1)

MAGNETOSTRICTIVE POSITION SENSOR AND TRANSMITTER (2)



INLET SHIELD (3)



REPLACEABLE SEAT (4)

RESULTING IN A SINGLE BODY UNIT WITHOUT PACKING BOX. (5)

INHERENT OUTLET BODY EXPANSION (6)

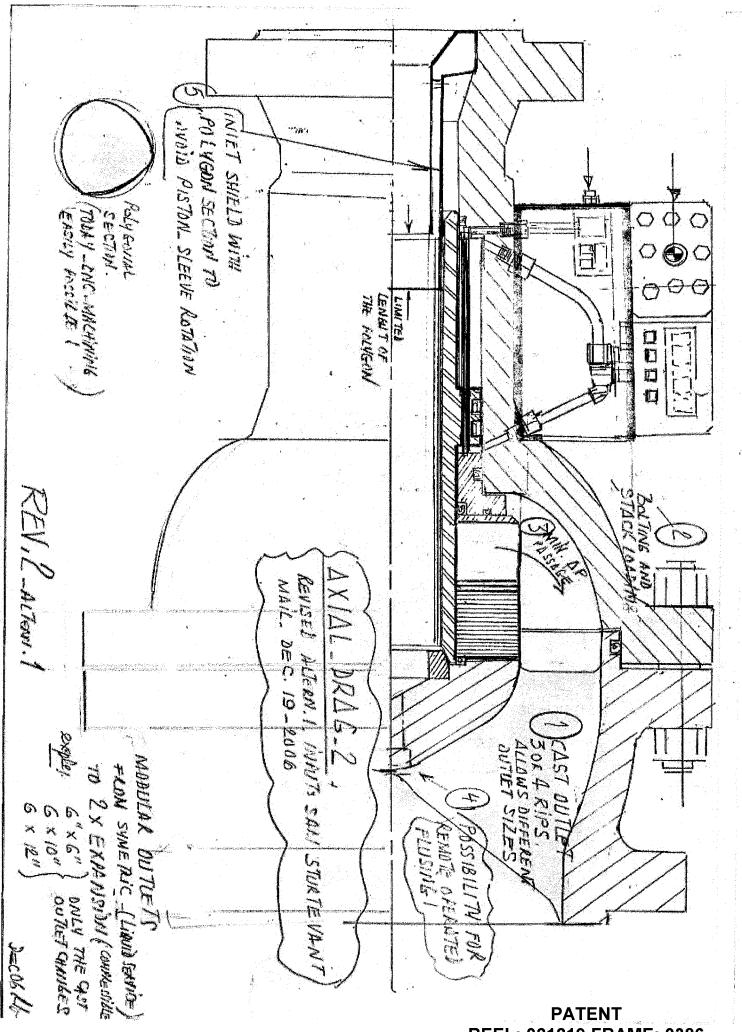


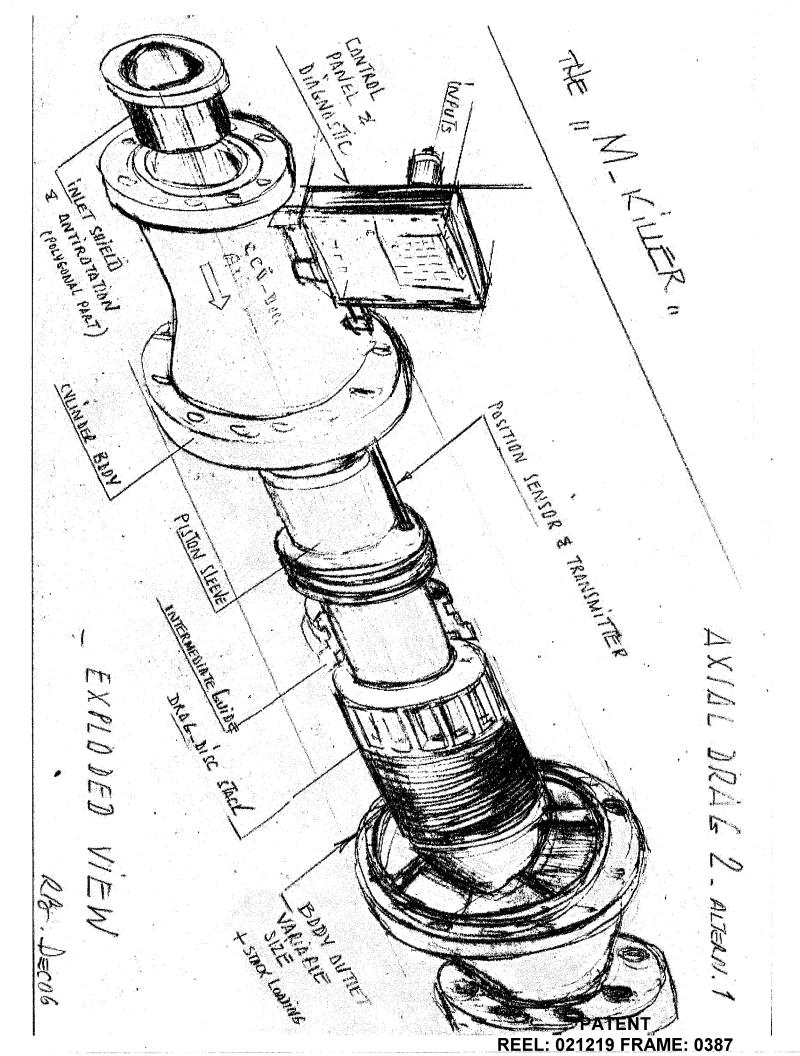
MANUFACTURING ECONOMY

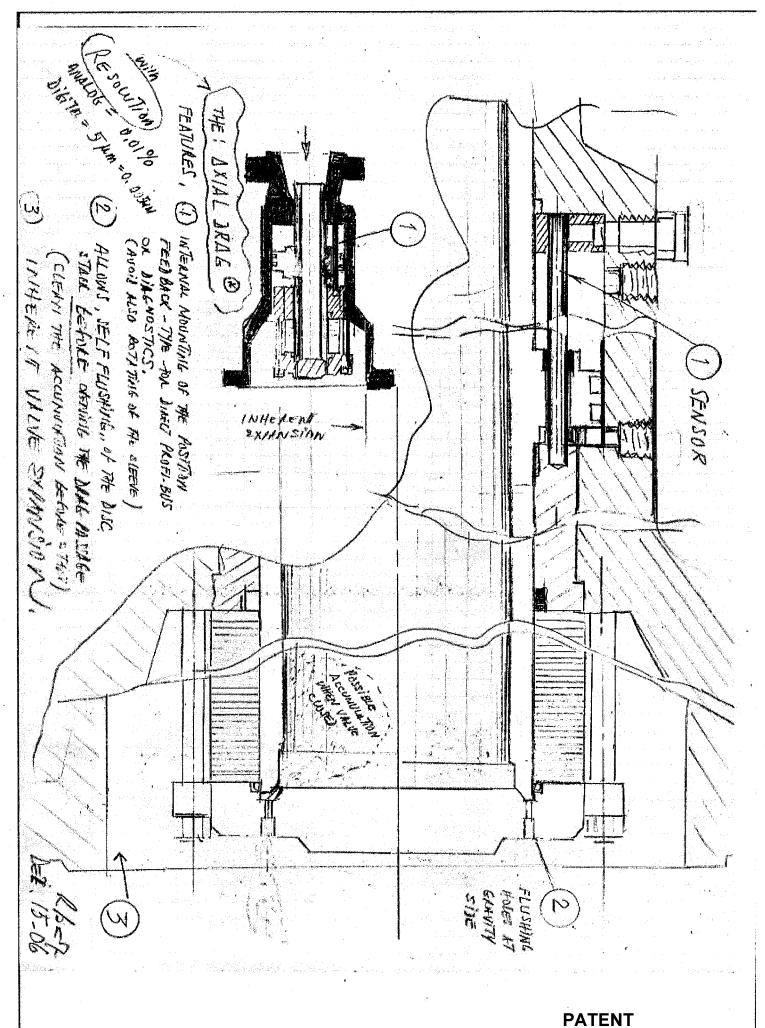
OUTSIDE SOURCED POWERPACK WITH HYDRO -POSITIONER (7)

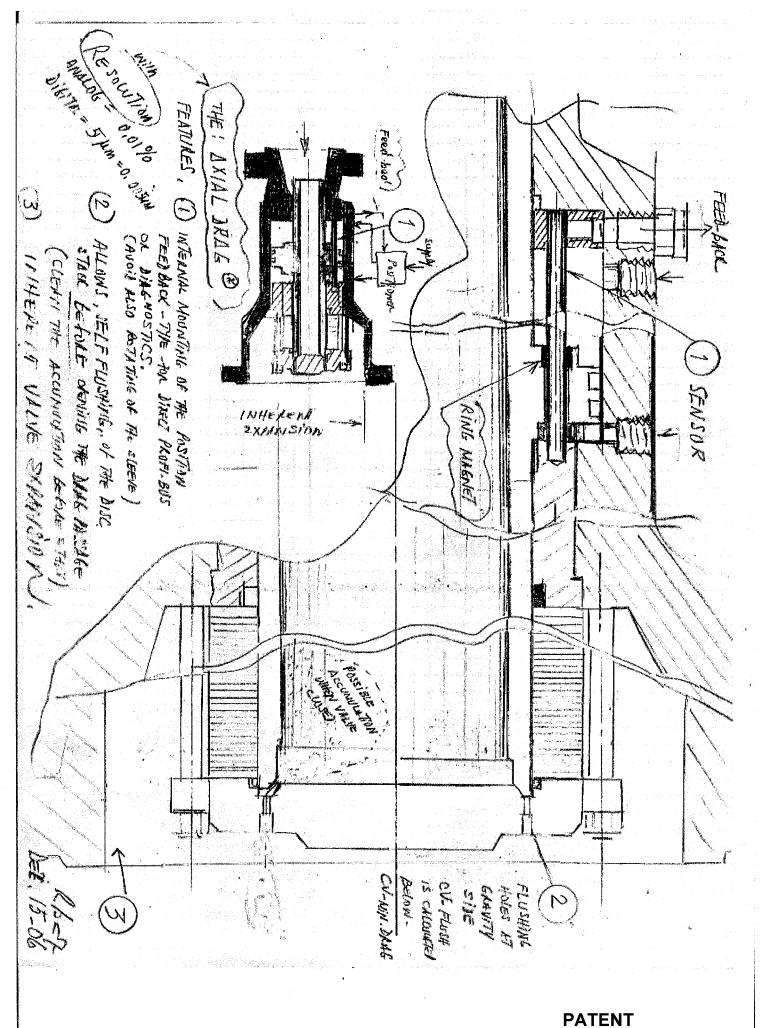


# NEW CONTRIBUTION TO DRAG TECHNOLOGY









## Andrea K. Levine

From:

robey [robey@wanadoo.fr]

Sent:

Friday, December 15, 2006 5:48 AM

To:

Sturtevant, Sam

Subject:

axial drag confidential

Follow Up Flag: Follow up Flag Status:

Flagged

Attachments:

cci.pdf

Hei Sam,

Attached the proposed benefits of the AXIAL DRAG:

Axial drags use an internal magnetic sensing device giving today most fastest resolution and repeatability either in an analogic or numerical mode.

The feed back necessary for a control valve is assured without any mecanical attachments, this was the former historical problem to use axial valve

as known over 30 years ago as a self regulator type or shut -off type.

The sensor is also assuring the none rotating of the piston sleeve.

Direct mounting to profi bus or diagnostics are becoming inherent.

PROGRAMMED SELF flushing is an other benefit optimizing the Drag trim for loaded fluids.( To my mind patentable)

The end flange has a series of perforation which are discovered once the piston sleeve moves but before the the drag trim is operational

deposits upstream valve opening can be evacuated AVOIDING ANY POTENTIAL RISKS OF TRIM

CLOGGING .The CV flushing below CV min OF DRAG TRIM . All other

features are an assembly of existing technologies which from a marketing point of view are rather favourable with competitive advantages.

FURHER ADVANTAGE THE INHERENT BODY EXPANSION FOR COMPRESSIBLE FLOW. Total weight of such type of Drag valves will be at least reduced by approx . 30% giving an economical advantage with integrated actuation.

I see a potential market for large natural gas transmission and the the coming up of super trains for LNG, needing valves sizes above 24" up to 48 "outlets.

No packing box reducing leak path and no maintenance cost will be a great selection factor.

Remain at your disposal for any further questions

sincerly yours

roger

1/17/2007 RECORDED: 07/10/2008 **PATENT**