

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Alfred David Johnson	10/27/2008
Roger Graham Gilbertson	10/27/2008
Valery Martynov	10/27/2008

RECEIVING PARTY DATA

Name:	TiNi Alloy Company
Street Address:	13003 Neptune Drive
City:	San Leandro
State/Country:	CALIFORNIA
Postal Code:	94577

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12019553

CORRESPONDENCE DATA

Fax Number: (650)212-7562
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (650) 212-1700
Email: mbuggie@shayglenn.com
Correspondent Name: Shay Glenn LLP
Address Line 1: 2755 Campus Drive, Suite 210
Address Line 4: San Mateo, CALIFORNIA 94403

ATTORNEY DOCKET NUMBER:

10265-700.201

NAME OF SUBMITTER:

Richard D. Shoop

Total Attachments: 3

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PATENT

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RECORDATION FORM COVER SHEET
PATENTS ONLYU.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

TO THE HONORABLE DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE. PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

1. Name of conveying party(ies):

- (1) **Alfred David Johnson**
(2) **Roger Graham Gilbertson**
(3) **Valery Martynov**

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: **TiNi Alloy Company**
13003 Neptune Drive
San Leandro, CA 94577

3. Nature of Conveyance:

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

EXECUTION DATES: (1)-(3) 10/27/2008

Name and address of receiving party(ies):

Name:
Street Address:
City: State: Zip:
Country:
Additional name(s) & address(es) attached?
☐ Yes ☒ No

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.(s) – **12/019,553**

Title: **Frangible Shape Memory Alloy Fire**
Sprinkler Valve Actuator

B. Patent No.(s)

Additional numbers attached?

☐ Yes ☒ No

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

Richard D. Shoop
Shay Glenn LLP
2755 Campus Drive, Suite 210
San Mateo, CA 94403

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

- ☐ A check is enclosed that includes the total fee.
☒ Charge the \$40 fee to **Deposit Account 50-4050.**

DO NOT USE THIS SPACE

8. 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.

Richard D. Shoop, Reg. No. 45,763

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: **3**

ASSIGNMENT OF PATENT APPLICATION

Docket Number: 10265-700.201

This Assignment of Patent Application is between: **Alfred David Johnson** of San Leandro, CA; **Roger Graham Gilbertson** of Novato, CA; and **Valery Martynov** of San Francisco, CA, (hereinafter referred to as "Inventor") and **TINI Alloy Company**, a corporation of the State of California, having a place of business at 13003 Neptune Drive, San Leandro, CA, 94577, (hereinafter termed "Assignee").

WHEREAS Inventor has invented certain new and useful improvements in:

"FRANGIBLE SHAPE MEMORY ALLOY FIRE SPRINKLER VALVE ACTUATOR"

for which an application for the United States Patent was filed on **January 24, 2008**, as Application No. **12/019,553**, which claims benefit of U.S. Provisional Patent Application No. **60/897,708** filed January 25, 2007.

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.
2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of the said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contest, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.
3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his heirs, legal representatives and assigns.
4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

ASSIGNMENT OF PATENT APPLICATION

Docket Number: 10265-700.201

IN WITNESS WHEREOF, said Inventor has executed and delivered this instrument to said Assignee:

27 October 2008
Date27 Oct 2008
DateOct 27, 2008
DateAlfred David Johnson
Alfred David JohnsonR. Gilbertson
Roger Graham GilbertsonV. Martynov
Valery Martynov