

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Michael J Kebles	06/17/2007
RECEIVING PARTY DATA	
Name:	MARS Company
Street Address:	3925 S.W. 13th Street
City:	Ocala
State/Country:	FLORIDA
Postal Code:	34473
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	D612465
Application Number:	60984782
Application Number:	12263606
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	MAR-P-9
NAME OF SUBMITTER:	William Simmons
Total Attachments: 4 source=PRODUCT DEVELOPMENT AGREEMENT 6-15-07 - signed#page1.tif source=PRODUCT DEVELOPMENT AGREEMENT 6-15-07 - signed#page2.tif	

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PRODUCT DEVELOPMENT AGREEMENT

between

Michael J. Kebles

9360 Pinnacle Cove
Las Vegas, Nevada 89107
(hereafter "CONSULTANT")

89123
MK

and

MARS Company

(dba MARS Company)
3925 S.W. 13th Street
Ocala, Florida 34473
(hereinafter called "DEVELOPER")

Effective Date:

6-17-2007

PRODUCT DEVELOPER AGREEMENT

Effective as of the date specified on the cover of this document, the PARTIES **Michael J. Kebles**, an individual residing at 9360 Pinnacle Cove, Las Vegas, Nevada 89107⁸⁹¹²³ (hereafter *MJK* "CONSULTANT") and **MARS Company** ("DEVELOPER"), a corporation of the state of Florida, having a principal place of business at 3925 S.W. 13th Street Ocala, Florida 34473, agree as follows:

1. RECITALS

- a. CONSULTANT, an employee of Las Vegas Valley Water Authority, has the responsibility to locate products that satisfy the specific needs of Las Vegas Valley Water Authority and provide product samples to an approval committee.
- b. CONSULTANT believes there is a need within the Las Vegas Valley Water Authority market for a Fire Service Fixture having features not currently available in the market
- c. DEVELOPER designs and manufactures a variety of devices used in the water utility industry, and at great expense, develops innovative products to meet the perceived demand of water utility providers and their customers.

2. PROJECT NAME

Fire Service Fixture

3. STATEMENT OF SERVICES PROVIDED

- a. CONSULTANT is aware of a need for a Fire Service Fixture that comprises features that are not provided by devices available today, such features including: (i) a compact device designed to (ii) deliver domestic water and fire service water (iii) through the same fixture (iv) that fits within the single water meter boxes currently used and installed by the Las Vegas Valley Water Authority.
- b. CONSULTANT agrees to review and give opinions on device drawings and prototype devices from any developer.
- c. DEVELOPER understands that CONSULTANT has previously disclosed such information to other companies and may disclose such information to DEVELOPER's competitors in the future.

4. Consideration

- a. CONSULTANT, via his employment, is prohibited from having any financial interest in the above identified project and therefore CONSULTANT gives his consultant services freely to all companies.
- b. In consideration for any developer taking the risks associated with the design and development of a fire service fixture product, CONSULTANT agrees to assign, to such developer, as described below, any Intellectual Property rights CONSULTANT might have in a product developed under this Agreement.
- c. DEVELOPER is to assume all risks directly associated with the development of a Fire Service Fixture Product.

5. Intellectual Property

"Intellectual Property" means inventions, trademarks, writings, information, trade secrets, discoveries, or improvements, whether or not registrable or patentable. All intellectual property which is conceived, constructed, or written by CONSULTANT and arises out of or is related to work and services performed under this agreement, is, and shall become and remain, the sole and exclusive property of DEVELOPER.

6. Assignment

- a. CONSULTANT and DEVELOPER recognize that under U.S. patent laws, all patent applications must be filed in the name of the true and actual inventor(s) of the subject matter sought to be patented. Thus if CONSULTANT makes any patentable inventions relating to the above project, CONSULTANT agrees to be named as an applicant in any U.S. patent application(s) filed on such inventions. Actual ownership of such patent applications shall be governed by Clause 6c of this Agreement.
- b. DEVELOPER shall promptly disclose to CONSULTANT in writing all information pertaining to any intellectual property generated or conceived under this AGREEMENT.
- c. CONSULTANT hereby assigns and agrees to assign all of CONSULTANT'S rights to such intellectual property, including patent rights and foreign priority rights. CONSULTANT hereby expressly agrees, without further charge for time, to do all things and sign all documents deemed by DEVELOPER to be necessary or appropriate to enable DEVELOPER to obtain full and exclusive ownership of such intellectual property. DEVELOPER shall bear all expenses relating thereto.

7. Conflicts of Interest

DEVELOPER recognizes that CONSULTANT does not owe DEVELOPER a fiduciary obligation arising out of the work and services performed under this Agreement.

CONSULTANT has in the past, and may in the future, offer the above described CONSULTANTING services to any of DEVELOPER's potential or actual competitors.

8. Governing Law

This Agreement shall be governed by and interpreted under and according to the laws of the State of Florida.

SIGNATURES

The parties have indicated their agreement to all of the above terms by signing this Agreement with the date indicating the effective date of such agreement. Each party has received an original signed copy hereof.

CONSULTANT: Michael J. Keller Date: 6/15/07

DEVELOPER: Royce L. Laska Date: 6-15-07