

# PATENT ASSIGNMENT

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
WILLIAMS FIRE AND HAZARD CONTROL, INC.	08/31/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	WILLFIRE HC, LLC
<b>Street Address:</b>	204 South Sixth Street
<b>City:</b>	Mansfield
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	76063
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6138767
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(401)429-0344
<b>Phone:</b>	4017818220
<b>Email:</b>	EFROSYNI.IOSIPHIDIS@TYCOFP.COM
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Correspondent Name:</b>	EFROSYNI IOSIPHIDIS
<b>Address Line 1:</b>	1467 ELMWOOD AVE
<b>Address Line 2:</b>	TYCO FIRE PROTECTION PRODUCTS
<b>Address Line 4:</b>	CRANSTON, RHODE ISLAND 02910
<b>ATTORNEY DOCKET NUMBER:</b>	R-FP-00074 US/01
<b>NAME OF SUBMITTER:</b>	Efrosyni Iosiphidis
<b>Total Attachments: 9</b> source=williams fire to willfire Intellectual Property Assignment#page1.tif source=williams fire to willfire Intellectual Property Assignment#page2.tif source=williams fire to willfire Intellectual Property Assignment#page3.tif	

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**PATENT**  
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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “**Assignment**”) is made effective as of August 31, 2011 (the “**Effective Date**”), by Williams Fire and Hazard Control, Inc., a Texas corporation (“**Assignor**”), and WillFire HC, LLC, a Delaware limited liability company (“**Assignee**”).

### RECITALS

A. In connection with that certain Stock Purchase Agreement dated as of July 6, 2011 (as amended from time to time, the “**Stock Purchase Agreement**”), by and among Central Sprinkler Company, a Pennsylvania corporation, Chemguard, Inc., a Texas corporation, Roger Bower and The Bower 2010 Irrevocable Asset Trust, Assignor has agreed to transfer and assign to Assignee certain of the assets, rights and properties of Assignor, including all right, title and interest in and to the patents, patent applications, trademarks, trademark applications, copyrights and domain names listed on the attached Attachment A (“**Intellectual Property**”).

B. Assignee desires to obtain all right, title and interest in the Intellectual Property according to the terms of this Assignment.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Stock Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, the entire worldwide right, title and interest in and to the Intellectual Property, free and clear of any liens or other restrictions or claims from any person, including, without limitation, all associated goodwill, all applications, divisions, reissues, reexaminations, renewals, registrations, substitutions, continuations, extensions and foreign counterparts thereof, and all other corresponding rights that are or may be secured under the laws of the United States, any foreign country or jurisdiction or any multilateral organization, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, all claims for damages and the right to sue for, collect, settle or release any past, present or future infringement, misuse or misappropriation of any of the Intellectual Property, in each case for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Section 2. Assistance. From time to time, as and when requested by Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take, or cause to be taken, all further or other actions as Assignee may reasonably deem necessary or desirable to consummate the transactions contemplated by this Assignment, including, in the case of Assignor, executing and delivering to Assignee such assignments, deeds, bills of sale, consents, powers of attorney, declarations, affidavits and other instruments as Assignee or its counsel may reasonably request as necessary or desirable for such purpose. Further, at Assignee’s expense, Assignor and its successors and assigns shall testify in any legal proceedings, sign all lawful papers, make all lawful oaths and generally do everything possible to vest title to the Intellectual Property in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Intellectual Property.

Section 3. Counterparts. This Assignment may be executed in any number of original, facsimile or portable document format (pdf) counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.


Section 4. GOVERNING LAW. THIS ASSIGNMENT WILL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.


**ASSIGNOR:**

Williams Fire and Hazard Control, Inc.

By:   
Name: Roger Bower  
Title: Chief Executive Officer

**ASSIGNEE:**

WillFire HC, LLC

By:   
Name: Roger Bower  
Title: Manager

## **Attachment A**

### ***U.S. Patents***

<b>Registration Number</b>	<b>Title</b>	<b>Country</b>	<b>Owner</b>
5,566,766	Method for extinguishing tank fires	U.S.	Williams Fire & Hazard Control
5,779,159	Additive fluid peripheral channeling fire fighting nozzle	U.S.	Williams Fire & Hazard Control
5,829,533	Method for extinguishing tank fires, in particular for crude and high vapor pressure flammable liquid	U.S.	Williams Fire & Hazard Control
5,913,366	Methods for extinguishing tank fires, including low boiling point and/or low auto-ignition fluid fires	U.S.	Williams Fire & Hazard Control
5,979,564	Fluid additive supply system for fire fighting mechanisms	U.S.	Williams Fire & Hazard Control
5,992,529	Mixing passage in a foam fire fighting nozzle	U.S.	Williams Fire & Hazard Control
6,065,545	Dual agent method for extinguishing fire	U.S.	Williams Fire & Hazard Control
6,138,767	Through the pump foam system	U.S.	Williams Fire & Hazard Control
6,659,187	Self metering foam proportioning system	U.S.	Williams Fire & Hazard Control
6,749,027	Fire fighting nozzle and method including pressure regulation, chemical and education features	U.S.	Williams Fire & Hazard Control
7,048,207	Fire fighting nozzle and method including pressure regulation, chemical and education features	U.S.	Williams Fire & Hazard Control
7,140,552	System for automatic self-proportioning of foam concentrate into fire fighting fluid variable flow conduit	U.S.	Williams Fire & Hazard Control
7,207,391	Selectable fixed flow large scale fire fighting nozzle with selectable additive proportioning and light weight cost effective construction	U.S.	Williams Fire & Hazard Control
7,464,766	Ranger/hybrid automatic self-metering nozzle, with ratio-selectable and flow meter features	U.S.	Williams Fire & Hazard Control
7,784,709	Fire fighting nozzle and method including pressure regulation, chemical and education features	U.S.	Williams Fire & Hazard Control
5,312,041	Dual fluid method and apparatus for extinguishing fires	U.S.	Williams Fire & Hazard Control

***U.S. and PCT Patent Applications***

<b>Serial Number</b>	<b>Title</b>	<b>Country</b>	<b>Owner</b>
61/340,400	Industrial Floor Nozzle and Fire Fighting System	U.S.	Williams Fire & Hazard Control
61/455,367	Rapid Tank Response, Equipment and Methodology	U.S.	Williams Fire & Hazard Control
61/459,232	Swivel Hydrant Manifold for Industrial Fire Fighting	U.S.	Williams Fire & Hazard Control
61/461,413	A point and shoot system, an ambush system and method and a hollow point system and method, all for fighting industrial tank hazards	U.S.	Williams Fire & Hazard Control
61/463,296	Further Developments - Fixed System	U.S.	Williams Fire & Hazard Control
61/464,628	Swivel with or for Hydrant Manifold for Industrial Fire Fighting	U.S.	Williams Fire & Hazard Control
09/569,178	Portable wall-attachable fire fighting apparatus and method	U.S.	Williams Fire & Hazard Control
10/081,419	Around-the-pump additive system for industrial scale fire hazards	U.S.	Williams Fire & Hazard Control
10/147,647	Fire fighting method and apparatus deployed after flame collapse for extinguishing "smiley face"	U.S.	Williams Fire & Hazard Control
10/568,520	Dry chemical system for extinguishing difficult fuel or flammable liquid fires in an industrial tank with a roof creating space above the liquid	U.S.	Williams Fire & Hazard Control
11/196,882	Methods for treating "plunge zone" issues when extinguishing full surface liquid tank fires	U.S.	Williams Fire & Hazard Control
11/292,776	Fire fighting nozzle and method including pressure regulation, chemical and eduction features	U.S.	Williams Fire & Hazard Control
11/659,934	Extinguishing flammable liquid fire in an industrial storage tank	U.S.	Williams Fire & Hazard Control
11/989,406	Methods for treating "plunge zone," heavy liquid, large tank, structural impediment and timing issues, when extinguishing tank fires	U.S.	Williams Fire & Hazard Control
12/451,687	A Range Enhanced Fire Fighting Nozzle And Method (Centershot II)	U.S.	Williams Fire & Hazard Control
12/925,037	Drain nozzle	U.S.	Williams Fire & Hazard Control
PCT/US2010/001470	Apparatus and method for protecting	PCT	Williams Fire &

Serial Number	Title	Country	Owner
	storz fire fighting hose couplings		Hazard Control
PCT/US11/00478	Industrial Floor Nozzle and Fire Fighting System	PCT	Williams Fire & Hazard Control

### *Foreign Patents*

Registration Number	Title	Country	Owner
725407	Improved Methods for Extinguishing Tank Fires	Australia	Williams Fire & Hazard Control
2277828	Methods for Extinguishing Tank Fires	CA	Williams Fire & Hazard Control
0,923,404	Improved Methods for Extinguishing Tank Fires	EPO (GB)	Williams Fire & Hazard Control
61278	Improved Methods for Extinguishing Tank Fires	SING	Williams Fire & Hazard Control
222,668	Improved Methods for Extinguishing Tank Fires	MX	Williams Fire & Hazard Control
3,448,303	Improved Methods for Extinguishing Tank Fires	JAP	Williams Fire & Hazard Control
745869	Improved Duel Agent method for Extinguishing Fires	Australia	Williams Fire & Hazard Control
1,024,862	Improved Duel Agent method for Extinguishing Fires	EPO (PT, GB, ES)	Williams Fire & Hazard Control
2220259	Improved Duel Agent method for Extinguishing Fires	MX	Williams Fire & Hazard Control
72430	Improved Duel Agent method for Extinguishing Fires	SING	Williams Fire & Hazard Control
2327476	Improved fire Fighting Nozzle & Method Including Pressure Regulation, Dry Chemical & Education	CA	Williams Fire & Hazard Control
1069929B	Improved fire Fighting Nozzle & Method Including Pressure Regulation, Dry Chemical & Education	EPO (DE, ES, UK)	Williams Fire & Hazard Control
226,892	Improved fire Fighting Nozzle & Method Including Pressure Regulation, Dry Chemical & Education	MX	Williams Fire & Hazard Control
ZL 98814104.3	Improved fire Fighting Nozzle & Method Including Pressure Regulation, Dry Chemical & Education	PRC	Williams Fire & Hazard Control
1328353B	Improved Fire Fighting Nozzle and Method, including Pressure Regulation, Dry Chemical and Education Features	EPO (DE, ES, FR, GB, IE, IT, NL, SE)	Williams Fire & Hazard Control
2423593	Improved Fire Fighting Nozzle and Method, including Pressure Regulation, Dry Chemical and Education Features	CA	Williams Fire & Hazard Control
95,816	Improved Fire Fighting Nozzle and	SING	Williams Fire &



<b>Registration Number</b>	<b>Title</b>	<b>Country</b>	<b>Owner</b>
	Method, including Pressure Regulation, Dry Chemical and Education Features		Hazard Control
243,473	Fire fighting method and apparatus deployed after flame collapse for extinguishing "smiley face"	MX	Williams Fire & Hazard Control
1660816	Dry Chemical System For Extinguishing Difficult Fuel Or Flammable Liquid Fires In An Industrial Tank With A Roof Creating A Space Above The Liquid.	EPO (DE, ES, FR, GB, GR, IE, IT, NL, PL, TR)	Williams Fire & Hazard Control
2431873	Improved Extinguishing flammable liquid fire in an industrial storage tank	GB	Williams Fire & Hazard Control
2108407	Dry Chemical System For Extinguishing Difficult Fuel Or Flammable Liquid Fires In An Industrial Tank With A Roof Creating A Space Above The Liquid.	EPO (FR, DE, GB, ES, NL, PL, TR, GR, IR, IT,)	Williams Fire & Hazard Control
745992	Improved Fire Fighting Nozzle & Method Including Pressure Regulation, Dry Chemical & Education	Australia	Williams Fire & Hazard Control
505,100	Dry Powder & Liquid Method & Apparatus for Extinguishing Fire	EPO (BE, ES, GB, IT, LU, MC, NL)	Williams Fire & Hazard Control
645,942	Dry Powder & Liquid Method & Apparatus for Extinguishing Fire	Australia	Williams Fire & Hazard Control
2,062,864	Dry Powder & Liquid Method & Apparatus for Extinguishing Fire	CA	Williams Fire & Hazard Control
9202	Dry Powder & Liquid Method & Apparatus for Extinguishing Fire	Saudi Arabia	Williams Fire & Hazard Control
181,130	Dry Powder & Liquid Method & Apparatus for Extinguishing Fire	MX	Williams Fire & Hazard Control
3,450,348	Dry Powder & Liquid Method & Apparatus for Extinguishing Fire	JAP	Williams Fire & Hazard Control

### ***Foreign Patent Applications***

<b>Serial Number</b>	<b>Title</b>	<b>Country</b>	<b>Owner</b>
2356/98	Improved Duel Agent Method for Extinguishing Fires	VZ	Williams Fire & Hazard Control
2002-530214	Improved Fire Fighting Nozzle and Method, including Pressure Regulation, Dry Chemical and Education Features	JPN	Williams Fire & Hazard Control
2000277235	Improved Fire Fighting Nozzle and Method, including Pressure Regulation, Dry Chemical and Education Features	Australia	Williams Fire & Hazard Control
PA/a/2003/002675	Improved Fire Fighting Nozzle and	MX	Williams Fire &

<b>Serial Number</b>	<b>Title</b>	<b>Country</b>	<b>Owner</b>
	Method, including Pressure Regulation, Dry Chemical and Education Features		Hazard Control
05256841.7	Selectable Fixed Flow Large Scale Fire Fighting Nozzle with Selectable Additive Proportioning and Light Weight Cost Effective Construction	EPO	Williams Fire & Hazard Control
2007-527905	Improved Extinguishing Flammable Liquid Fire in an Industrial Storage Tank, Method and Apparatus, Including Dual Chamber for Dry Chem	JAP	Williams Fire & Hazard Control
2,577,393	Improved Extinguishing Flammable Liquid Fire in an Industrial Storage Tank, Method and Apparatus, Including Dual Chamber for Dry Chem	CA	Williams Fire & Hazard Control
2008-525150	Methods for Treating Plunge Zone, Heavy Liquid, Large Tank Structural Impediment and Timing Issue When Extinguishing Tank Fires	JAP	Williams Fire & Hazard Control
MX/a/2008/001631	Methods for Treating Plunge Zone, Heavy Liquid, Large Tank Structural Impediment and Timing Issue When Extinguishing Tank Fires	MX	Williams Fire & Hazard Control
PI0812278-4	A Range Enhanced Fire Fighting Nozzle and Method	BR	Williams Fire & Hazard Control
MX/a/2009/013036	A Range Enhanced Fire Fighting Nozzle and Method	MX	Williams Fire & Hazard Control
08779627.2	A Range Enhanced Fire Fighting Nozzle and Method	EPO	Williams Fire & Hazard Control

### ***U.S. Trademarks***

<b>Registration Number</b>		<b>Country</b>	<b>Owner</b>
1,994,962	HYDRO-CHEM	U.S.	Williams Fire & Hazard Control
2,042,813	HOT SHOT	U.S.	Williams Fire & Hazard Control
2,163,917	FOOTPRINT	U.S.	Williams Fire & Hazard Control
2,326,887	PKW	U.S.	Williams Fire & Hazard Control
2,418,862	WILLIAMS FIRE & HAZARD CONTROL	U.S.	Williams Fire & Hazard Control
2,531,083	WILLIAMS FIRE & HAZARD CONTROL	U.S.	Williams Fire & Hazard Control
2,636,623	THUNDERSTORM	U.S.	Williams Fire & Hazard Control
3,018,352	T-STORM	U.S.	Williams Fire & Hazard Control

3,191,133	RANGER	U.S.	Williams Fire & Hazard Control
3,238,670	ADVENT	U.S.	Williams Fire & Hazard Control

***Foreign Trademarks***

<b>Registration Number</b>	<b>Trademark</b>	<b>Country</b>	<b>Owner</b>
002251825	THUNDERSTORM	EU/CTM	Williams Fire & Hazard Control
002380707	WILLIAMS FIRE & HAZARD CONTROL	EU/CTM	Williams Fire & Hazard Control
4,719,509	THUNDERSTORM	JAP	Williams Fire & Hazard Control

***Foreign Trademark Applications***

<b>Serial Number</b>	<b>Trademark</b>	<b>Country</b>	<b>Owner</b>
156259	THUNDERSTORM	Saudi Arabia	Williams Fire & Hazard Control

***Copyright Registrations***

<b>Registration Number</b>	<b>Title</b>	<b>Country</b>	<b>Owner</b>
Txu000678764	Going places where no Man Has Dared to Go	U.S.	Williams Fire & Hazard Control
Tx00040508	Fire Fighting Hardware: catalog B	U.S.	Williams Fire & Hazard Control

***Domain Names***

williamsfire.com