

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	<b>CORRECTIVE ASSIGNMENT</b>
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the payment terms from quarterly to semi-annually previously recorded on Reel 023401 Frame 0632. Assignor(s) hereby confirms the licensor is the sole and exclusive owner and licensee desires to obtain a license to use.
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
David M. Turchik	01/06/2004
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	M.A.G. Eng. and Mfg., Inc.
<b>Street Address:</b>	17305 Daimler St.
<b>City:</b>	Irvine
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92614
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6550074
Patent Number:	6922854
Patent Number:	7120943
Patent Number:	7617818
PCT Number:	US2003012315
PCT Number:	WO2004009917
<b>CORRESPONDENCE DATA</b>	
Fax Number:	
Phone:	951-736-3121
Email:	dturchik@sbcglobal.net
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	David Turchik
Address Line 1:	916 Haley Talbert Dr.

OP \$240.00 6550074

Address Line 4: Corona, CALIFORNIA 92881

NAME OF SUBMITTER:

David Turchik

**Total Attachments: 80**

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**PATENT**  
**REEL: 028177 FRAME: 0623**

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**ADDENDUM TO LICENSE AGREEMENT ENTERED INTO MARCH 12, 2002**

This Addendum to the License Agreement ("Agreement") entered into and effective the 12<sup>th</sup> day of March, 2002, between David M. Turchik, a United States citizen, residing at 916 Haley Talbert Drive, Corona, California, 92881 (hereinafter "Turchik"), and M.A.G. Eng. and Mfg., Inc., a California Corporation, with its principal place of business at 15381 Assembly Lane, Huntington Beach, California, 92649 (hereinafter "MAG"), hereby incorporates the Agreement as if fully reproduced herein, and amends the same by adding the following paragraph:

6. All payments required under the Agreement shall be disbursed on or before the 31<sup>st</sup> day of July of the calendar year in which payments accrue, and on or before the 31<sup>st</sup> day of January of the following year in which payments accrue. *E.g.*, for payments accruing in calendar year 2004, payments shall be made on or before the 31<sup>st</sup> day of July 2004, and on or before the 31<sup>st</sup> day of January 2005.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative.

David M. Turchik ("Turchik")

M.A.G. Eng. and Mfg., Inc. ("MAG")

David M. Turchik

David M. Turchik

By: Mark H. Allenbaugh

Mark H. Allenbaugh

Vice President and General Counsel

Date: January 8, 2004

Date: Jan 6, 2004

January 6, 2004

David M. Turchik  
916 Haley Talbert Drive  
Corona, California 92811

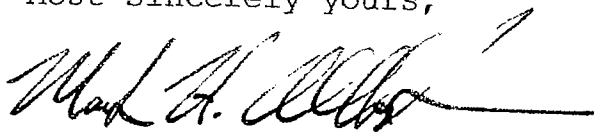
Dear David:

Per our agreement some months ago, please find attached two signed copies of an addendum to the March 12, 2002 License Agreement between yourself and MAG with respect to payments for Kleer Drain sales.

The Addendum simply provides that payments will be made on a semi-annual basis on or before the 31<sup>st</sup> of July and on or before the 31<sup>st</sup> of January of the year following the accrual of payments owed. Please sign both keeping one for your records and returning the other in the enclosed, stamped envelope, at your earliest convenience.

Should you have any questions, please do not hesitate to contact me.

Most sincerely yours,



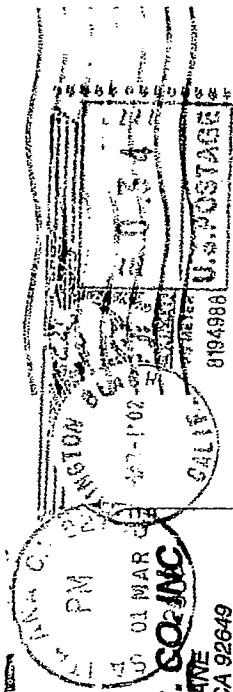
Mark H. Allenbaugh, Esq.  
Vice President &  
General Counsel



**MAG**  
*Security*



**M.A.G. ENG. & MFG. CO. INC.**  
15381 ASSEMBLY LANE  
HUNTINGTON BEACH, CA 92649



MR. DAVID TURCHIK  
916 HALEY TALBERT  
CORONA, CA 92881

Category	Item	Value
1. General Information	1.1 Name	John Doe
	1.2 Age	35
	1.3 Gender	Male
	1.4 Date of Birth	1988-05-15
	1.5 Address	123 Main St, New York, NY 10001
	1.6 Phone Number	(212) 555-1234
	1.7 Email Address	john.doe@example.com
	1.8 Occupation	Software Engineer
	1.9 Education	B.S. in Computer Science
	1.10 Marital Status	Single
2. Employment History	2.1 Company Name	ABC Corp.
	2.2 Job Title	Senior Software Engineer
	2.3 Start Date	2015-01-01
	2.4 End Date	2018-12-31
	2.5 Salary	\$120,000
	2.6 Reason for Leaving	Seeking new challenges
	2.7 Supervisor Name	Jane Smith
	2.8 Performance Rating	Excellent
	2.9 Skills Acquired	Python, JavaScript, React
	2.10 References	Available upon request
3. Education Details	3.1 Institution Name	XYZ University
	3.2 Degree Program	Bachelor of Science
	3.3 Major	Computer Science
	3.4 Minor	Mathematics
	3.5 Graduation Date	2012-05-20
	3.6 GPA	3.8
	3.7 Thesis Title	Optimizing Algorithm Efficiency
	3.8 Advisor Name	Prof. Dr. John Doe
	3.9 Honors/Awards	Dean's List
	3.10 Contact Information	Available upon request
4. Skills and Interests	4.1 Programming Languages	Python, JavaScript, Java
	4.2 Frameworks/Libraries	React, Node.js, Django
	4.3 Tools/Technologies	Git, Docker, Kubernetes
	4.4 Soft Skills	Teamwork, Communication
	4.5 Languages Spoken	English, Spanish
	4.6 Hobbies/Interests	Reading, Hiking, Traveling
	4.7 Certifications	AWS Certified Solutions Architect
	4.8 Volunteer Experience	Local Tech Meetup
	4.9 Professional Memberships	IEEE, ACM
	4.10 Other Skills	Public Speaking, Project Management

**PATENT**  
**REEL: 028177 FRAME: 0627**

## ASSIGNMENT AGREEMENT

This Agreement is made and entered into as of the 1st day of March, 2002 by and between David M. Turchik, residing at 916 Haley Talbert Dr., Corona, California, 92881 (hereinafter referred to as the Licensor) and M.A.G. Eng. and Mfg., Inc., a California Corporation, with its principal place of business at 15381 Assembly Lane, Huntington Beach, California, 92649 (hereinafter referred to as the Licensee).

WHEREAS, Licensor is the sole and exclusive owner of certain proprietary rights, concepts, and/or technologies, as more particularly described in the Exhibit "A" (hereinafter collectively referred to as the Licensed Property); and

WHEREAS, Licensor has the sole and exclusive right to grant a license herein; and

WHEREAS, Licensee is in the business of manufacturing, selling and distributing hardware and other products and represents that it has the ability to manufacture or have the Licensed Property manufactured for it and to market, sell and distribute the Licensed Property; and

WHEREAS, Licensee is desirous of obtaining from Licensor a license to use, manufacture, offer to sell, sell, advertise, promote, and distribute the Licensed Property; and

WHEREAS, the Licensor is willing to grant the Licensee such a license, in accordance with the terms and conditions recited herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, the parties, each intending to be legally bound, do hereby agree as follows:

1. Definitions

- (a) Affiliates. Any entity owned by Licensee or controlled by, under common control with, or controlling Licensee, whether by virtue of stock ownership, common directorships, contract or otherwise, and any officer, director, key employee, principal (5% or more) stockholder.
- (b) Licensed Goods. The Licensed Property, as well as any products which are an extension of the Licensed Property.

2. Grant of License

Licensor hereby grants to Licensee, for the term of this Agreement, the right, license, and privilege, in the Territory, to manufacture, to have manufactured for it, to offer for sale, to sell, to advertise, to promote, to distribute, to ship, and to use the Licensed Property in

all fields of use, including, but not limited to plumbing and hardware, mass merchandising, premiums, mail order and promotional arrangements. The license granted hereunder includes, but is not limited to, a license under any and all patents, trademarks, and/or copyrights and applications therefore, which have been filed or may be filed in the future covering the Licensed. This grant includes the right of the Licensee to sub-license any of the rights granted herein.

Licensors shall, upon the execution of this Agreement, disclose in writing to Licensee all knowledge, formulae and information now possessed by Licensors relating to the Licensed Property, if reasonably available to the Licensors, component drawings of Licensed Property and detailed information as to the composition and preparation of all components employed in the Licensed Property, and shall furnish Licensee with a model(s) or mock-up(s). Licensors shall confer with and assist Licensee in any technical or design problems that Licensee might encounter in connection with the manufacture or engineering of the Licensed Property for an additional charge.

3. Territory

The License hereby granted extends only to the Territory which is defined as each and every country of the World.

4. Term

This Agreement shall remain in effect for one (1) year or until sooner terminated under the other provisions hereof.

5. Compensation and Reports

(a) In consideration of the license granted hereunder, Licensee agrees to pay to the Licensors, in U.S. Dollars, a royalty equal to the percentage set forth in Exhibit "A" based on Licensee's "Net Sales" (as hereinafter defined) of the Licensed Goods to its customers in the Territory.

(b) "Net Sales" is defined as the Licensee's gross invoice amount billed to bona fide customers of the Licensed Goods less, returns accepted for credit, return allowances, uncollectible accounts and taxes including, but not limited to sales, value added tax and excise taxes. All royalties provided for under this Agreement shall accrue upon shipment of the Licensed Goods to bona fide customers. No deductions may be made for costs incurred directly or indirectly in the manufacture, marketing, sales (i.e. commissions paid), distribution, promotion or exploitation of the Licensed Goods.

(c) For the purpose of the computation of royalties to be paid by Licensee to Licensors, Licensee agrees that such computation will be based upon sales to



organizations affiliated with Licensee such as retailers and distributor. Royalties and license fees will not be based upon intercompany or intra company transfers, transfers to any affiliates, manufacturing costs, or importation costs of the Licensed Goods, however, royalties shall be paid pursuant to the terms of the Agreement by such affiliates with reference to their sales of Licensed Goods.

(d) Licensee has previously paid to Licensor an Advance Royalty Payment in the amount specified in Exhibit "A". This Advance Royalty Payment shall be non-refundable, except in the event of a breach of a representation or warranty.

(e) Licensee shall, after the initial shipment of the Licensed Goods, submit to the Licensor, on or before the 30<sup>th</sup> day following the end of each calendar quarter, a written report detailing its sales of the Licensed Goods used in determining and computing Net Sales, together with its remittance for such amounts as may be due as royalty and license payments on such sales after the provision for the Advance Royalty Payment is made.

(f) Should Licensee grant any sub-licenses, Licensee shall pay Licensor a sum equal to the percentage specified in Exhibit "A" of the gross income received by Licensee from such sub-licensees. Such payments shall be due sixty (60) days after the end of the calendar quarter following receipt of payment from such sub-licensees. Licensee shall provide Licensor with a copy of each sub-license agreement and royalty report.

6. Books and Audits

Licensee agrees to keep accurate books and records of account, data, and memoranda respecting the manufacture, sales, and distribution of the Licensed Goods, in sufficient detail to enable the payment hereunder to the Licensor to be determined, and further gives Licensor the right, upon thirty (30) days written notice, during regular business hours, to examine the Licensee's records insofar as they concern the Licensed Goods and insofar as it is necessary to verify the reports and payments hereunder. Such examination may not be made more frequently than twice each year and shall be conducted by a certified public accountant (designated by Licensor and reasonably acceptable to Licensee) in such a manner as not to inconvenience the Licensee and at Licensor's expense, unless a discrepancy of 5% or more resulting in an under payment is found, under which circumstances the reasonable cost of the examination shall be born by Licensee. If no request for such examination for a calendar year is made by Licensor within one year after the close of such calendar year, the right to inspect such records shall be deemed to have been waived by Licensor. Neither Licensor nor any of its representatives shall disclose to any other person, firm, or corporation any information acquired as a result of such examination, nor may they use same for their own purposes; provided

however, that nothing contained herein shall be construed to prevent Licensor or their duly authorized representatives from testifying in any court of competent jurisdiction, or in an arbitration proceeding, with respect to the information obtained as a result of any such examination in any action instituted to enforce the rights of the Licensor under the terms of the Agreement.

7. Representations and Warranties

Licensor represents and warrants that:

(a) It has conceived or acquired, and has full and unrestricted right, title, interest and ownership of and to the Licensed Property and to proprietary and confidential data or material relating thereto (the "data"), in the Territory;

(b) It has the sole and exclusive, full and unrestricted right and authority to make the grants contained in this Agreement;

(c) It has not granted to any other persons, firms, or corporation, or made a binding commitment with regards to, any right inconsistent with or conflicting with the provisions of this Agreement;

(d) It has no knowledge of any existing patent which the Licensed Property would or might infringe and no other party has asserted or threatened to assert any claim to such right or to the Licensed Property, and the Licensor's rights in any trademark, trade name, copyright, patent, or other intellectual property right which is being licensed hereunder, has not heretofore been challenged;

(e) It has full power and authority to execute, deliver, and fully perform the terms and conditions hereof and it is under no restriction or prohibition limiting its ability or right to execute, deliver, and fully perform its obligations hereunder; and

(f) The Licensee will obtain the right to manufacture, to have manufactured for it, to sell, use, and distribute the Licensed Goods, in the Territory.

Licensee represents and warrants that it is a corporation organized and validly existing under the laws of the state of its incorporation, with full power and authority to execute, deliver, and fully perform the terms and conditions hereof. It is under no restriction or prohibition limiting its ability or right to execute, deliver and fully perform its obligations hereunder, and as to design, manufacturing, sales, distribution, and marketing expertise and capacity to fully perform its obligations hereunder.

8. Trade Secrets

During the life of this Agreement, and thereafter, Licensor shall keep all information relating to this Agreement in the strictest confidence. Licensor shall not disclose

any trade secrets or information with respect to Licensee, its operations, its employees, its agents, its products, its trade practices, its clients, or any other matter related to Licensee, which it learns during the course of the term of this Agreement.

9. Trademarks, Patents and Copyrights

In the event that a patent and/or trademark application(s) has been filed in the United States or in any other country, with regards to the Licensed Property, such application(s) shall be set forth in Exhibit "A". Licensors shall promptly advise Licensee upon the issuance of the patent(s) and/or trademark sought under said application.

In the event that a patent, trademark or copyright application has not been filed by Licensors with regard to the Licensed Property, Licensee may in its own discretion, apply for patent, copyright or trademark rights in Licensors' name in which case Licensors will assign its rights to Licensee. Licensors agree to fully and in good faith cooperate with Licensee for the purpose of securing and preserving such rights. It is agreed, however, that nothing contained in this Agreement shall be construed as an assignment of grant to the Licensee or any right, title or interest in or to the Licensed Property, it being understood that all rights relating thereto are reserved by the Licensors, except for the rights licensed hereunder to the Licensee. Licensee agrees that at the termination or expiration of this Agreement, Licensee shall assign, transfer and convey back to Licensors, all rights, title and interest in and to the Licensed Property previously transferred to Licensee by Licensors. Licensee shall bear the costs for prosecuting such patent, trademark and/or copyright proceedings it or Licensors institutes.

In the event of infringement of any patent that may be issued to Licensors on the Licensed Property and upon notice thereof from Licensee, Licensors shall, within thirty (30) days, notify Licensee of its election to prosecute or not prosecute a suit against said third party infringer. If Licensors prosecutes said suit, it may select legal counsel, and all legal fees and costs of prosecution shall be born by Licensee, subject to being reimbursed therefore from any recovery in said suit. The balance of any recovery shall be divided equally between the Licensors and Licensee. If Licensors elects not to prosecute any infringement suit, Licensee may do so after notice to Licensors of its intention. Licensee may then select legal counsel and shall pay all legal fees and costs of prosecution subject to being reimbursed therefore from any recovery in said suit. The balance of any recovery shall be divided one-fourth (1/4) to Licensors and three-fourths (3/4) to Licensee.

10. Indemnity

Licensee shall indemnify and hold Licensors harmless from any claims or suits related to the manufacture and sale of the Licensed Goods, and obtain and maintain product

liability insurance providing protection for Licensor, as an additional insured, against claims, demands or causes of action arising out of any alleged design or manufacturing defects in the Licensed Goods manufactured, used, sold, or otherwise disposed of by Licensee pursuant to this Agreement, with policy limits of at least One Million Dollars (\$1,000,000.00) (U.S.).

Subject to the limitations hereinafter contained, Licensor agrees to indemnify and hold Licensee harmless against loss and expense, not including reasonable attorney's fees, arising out of any claim by any other person, firm or corporation of either a superior right in or to the Licensed Property or any feature thereof or any patent, trademark or copyright infringement arising out of the manufacture and sale of the Licensed Goods by the Licensee or its sub-licensees. The Licensee agrees to notify Licensor promptly of any and all such claims, and Licensor shall cooperate with Licensee in the defense thereof. Licensee will conduct the defense against such claims, using counsel of its own choosing. During the pendency of any such claims, Licensee may not withhold payments due to Licensor under this Agreement. Licensee bears all costs in the defense thereof.

11. Assignment

The Licensee is specifically authorized to sub-contract any of the manufacturing hereunder and to engage any third party for the purpose of utilizing the Licensed Property and/or Licensed Goods.

12. Acknowledgement of Security Interest

Licensee acknowledges that Licensor has entered into a financing arrangement and pursuant to which Licensee has granted a security interest in, and general lien upon, among other collateral, all Licensee's now owned or hereafter acquired inventory and general intangibles and the products and proceeds thereof as defined in the Uniform Commercial Code.

(a) Licensee hereby acknowledges Licensor's first priority security interest as described above.

(b) Licensor hereby agrees that prior to exercising any right to terminate the License Agreement, Licensor shall give written notice of any event which Licensor claims would constitute default by Licensee under the License Agreement. Upon receipt of such notice, Licensee shall have the opportunity and obligation to cure such default, within sixty (60) days after receipt of written notice of default.

(c) Licensee hereby acknowledges the terms and provisions of the License Agreement, in the event Licensor gives written notice that any default exists under the Financing Agreement and Licensee fails to cure such default, Licensor shall have the right to

the Intellectual Property, to sell any inventory (including raw materials, work-in-process and finished goods) on hand or ordered upon the date of such notice. Licensee shall pay or cause to be paid to Licensor any royalties in respect of actual sales of inventory bearing the Intellectual Property at the rate set forth in the License Agreement.

13. Termination

Licensee agrees to offer the Licensed Goods for sale by the Marketing Date specified in Exhibit "A", subject to the provisions of Paragraph 15 (force Majeure).

Licensee agrees to use reasonable efforts in the manufacture and sale of the Licensed Goods, consistent with its regular business practice.

This Agreement may be terminated by either party upon material default or breach of the terms hereof by the other party and upon giving written notice of its intention to so terminate to the other party. Such notice shall specify such material default or breach. Termination shall become effective no less than sixty (60) days following the receipt of such notice, provided such material default or breach is not remedied by the notified party within that time period. Such termination shall not affect any rights or impair any obligations heretofore accruing.

Licensor may terminate this Agreement upon not less than sixty (60) days written notice, at any time, effective on the date specified in such notice, without penalty.

If this Agreement should be terminated, except as otherwise specifically provided in this Agreement, all rights granted by Licensor to Licensee hereunder shall forthwith revert to Licensor; provided, however, that Licensee shall have the right to continue the manufacture of the Licensed Goods to the extent of parts, components or supplies on hand or on order, and to sell such Licensed Goods and any Licensed Goods already in inventory at the time of such termination, for up to one hundred eighty (180) days following the date of termination, subject to payments as provided for herein. Termination of this Agreement shall have no effect upon the rights and obligations of sub-licensees of Licensee under this Agreement then in force, or of Licensee with respect to such Agreements, including without limitation, the obligations of the Licensee to Licensor pursuant to Paragraph 5 hereof.

If Licensee, after the execution of his Agreement but prior to the marketing of the licensed Goods, shall elect not to produce, display, offer or manufacture the Licensed Goods, then Licensor's sole and exclusive remedy for breach of this Agreement shall be to retain the Advance Royalty Payment as provided for in Paragraph 5, and this agreement shall thereafter be of no force and effect, and the license shall be deemed cancelled, and neither party shall have any claim against the other.

14. Initial Year of Contract

Notwithstanding anything to the contrary contained herein, the first "year" of the contract shall commence on the date first above written, and shall end on the 1st day of March, 2003.

15. Force Majeure

It is agreed and understood that in the event of an act of federal, state, or local government (in the event of international licensing, foreign government) or war conditions, or civil unrest or political disturbances, or fire, flood or labor troubles in the factory of the Licensee or in the factory of supplying materials and manufacturing parts necessary for the manufacture of the Licensed Goods, act of terrorism or any other circumstances beyond Licensee's control, should prevent, curtail or delay the performance by Licensee of the provision of this Agreement, then such non-performance or delay shall not be considered a breach of this Agreement, and shall be excused while said condition or circumstances and its consequences shall prevail, and Licensee's time to perform any act required hereunder shall be extended accordingly.

16. Notice

Notice shall be delivered personally, sent via Federal Express or another overnight service or deposited in the United States mail, registered, certified, or United States Postal Service Express mail, return receipt requested, with proper postage pre-paid, addressed as follows:

If to Licensor:     David Turchik  
                            916 Haley Talbert Dr.  
                            Corona, CA 92881

If to Licensee:     M.A.G. Eng. and Mfg., Inc.  
                            15381 Assembly Lane  
                            Huntington Beach, CA 92649

or to such other person or address as a party may designate for itself, from time to time, by written notice to the other parties, given in the aforesaid manner. Notice, if not given personally, shall be deemed effective five (5) days after posting, except that notices of change

of address and notices sent via Federal Express or another overnight service shall be effective when received.

17. Other Acts

Each party to this Agreement agree to perform any further acts and execute and deliver any documents, including without limitation, such documents, agreements, and undertakings that may be necessary to carry out the provisions of this Agreement.

18. Severability

It is intended that each provision of this Agreement shall be viewed as separate and divisible, and that in the event that any provision shall be held to be invalid, the remaining provisions shall continue to be in full force and effect.

19. Binding Upon Successors

This Agreement shall be binding upon and inure to the benefit of the parties hereto and the heirs, successors, administrators and assigns as herein provided.

20. Entire Agreement

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior contemporaneous agreements, representations, and understandings of the parties. This Agreement may not be modified, changed or supplemented, nor may any obligations hereunder be waived or extensions of time for performance granted, except by written instrument signed by the party to be charged, or by its agent duly authorized in writing or as otherwise expressly permitted herein.

21. Waiver

No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, waiver of any provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Unless otherwise provided, no waiver shall be binding unless executed in writing by the party making the waiver.

22. Legal Relationship

Licensor is not, and shall not represent itself to be a legal representative, agent or employee of Licensee, and is without authority to assume, create or incur any obligation or liability on behalf of Licensee. Licensor shall make no guarantee, warranty or representation on behalf of Licensee.

Nothing herein contained shall be construed to place the parties in the relationship of partners or joint venturers, or to constitute one party the agent of the other.

23. Choice of Law, Venue and Jurisdiction

This Agreement shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of California, applicable to agreements made and to be performed wholly within the State of California, without regard to other principles and choices of laws. In the event a judicial proceeding is necessary, the forum for resolving disputes arising under or related to this Agreement are the courts of the State of California or the United States District Court. The parties hereby consent to the jurisdiction of such courts, and agree that venue shall be the aforesaid state, county and district.

24. Captions

The captions set forth herein are for convenience only and shall have no binding effect.

25. Survival of Rights

Notwithstanding anything to the contrary contained herein, such obligations which remain executory at the expiration of the term of this Agreement shall remain in full force and effect until discharged by performance and such rights as pertain thereto shall remain in force until their expiration.

26. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



## ASSIGNMENT AGREEMENT

This Agreement is entered into by and between David M. Turchik, a United States citizen, residing at 916 Talbert Drive, Corona, California, 92881 (hereinafter "Turchik"), and M.A.G. Eng. and Mfg., Inc., a California Corporation, with its principal place of business at 15381 Assembly Lane, Huntington Beach, California, 92649 (hereinafter "MAG").

WHEREAS, Turchik has invented certain new and useful improvements in burst force propulsion technology for use in plumbing which are disclosed in a provisional application filed \_\_\_\_\_, entitled "Air Burst Toilet Flush" (hereinafter the "Application"); and

WHEREAS, Turchik owns the entire right, title, and interest in and to the Application and the invention disclosed therein; and

WHEREAS, MAG desires to acquire the entire right, title, and interest in and to the Application, the invention disclosed therein, and any and all improvements related to the invention; and

WHEREAS, MAG further desires to make, use, and sell products incorporating the invention disclosed in the Application, as well as products incorporating any improvements (hereinafter the "Products").

NOW, THEREFORE, Turchik and MAG hereby agree as follows:

1. Turchik hereby sells, assigns, transfers and sets over unto MAG, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in, to and under the Application, the invention disclosed therein and any and all improvements related thereto; all divisions, renewals and continuations thereof; all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof; all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for the invention and any improvements in any country or countries foreign to the United States; and all Letters Patent which may be granted for the invention and any improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof.

2. Turchik hereby agrees that he will authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for

the Application, the invention and any improvements to MAG, its successors, legal representatives and assigns, in accordance with the terms of this Agreement.

3. Turchik hereby agrees that he will communicate to MAG, its successors, legal representatives and assigns, any facts known to him with respect to the Application, the invention disclosed therein and any improvements, will testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, will make all rightful oaths, and will generally do everything possible to aid MAG, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the invention and any improvements in all countries.

4. In consideration of the foregoing, MAG hereby agrees to pay Turchik the sum of \$ 0.30 (U.S.) for each Product sold by MAG while the Application, or any other application relating to the invention or any improvements, is pending. If a patent issues from the Application, or any other application relating to the invention or any improvements, MAG will pay Turchik the sum of \$0.50 (U.S.) for each Product sold by MAG which is covered by a claim of the patent during the effective term of the patent.

5. MAG's obligations to pay Turchik as set forth herein shall terminate if a patent does not issue from the Application or from any other application relating to the invention or any improvements. If a patent does issue, MAG's obligations to pay Turchik as set forth herein shall terminate if the patent expires or is held or determined to be invalid or unenforceable.

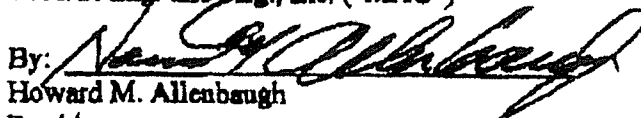
IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative.

David M. Turchik ("Turchik")

  
David M. Turchik

Dated: 3/12/02

M.A.G. Eng~~/~~ and Mfg., Inc. ("MAG")

By:   
Howard M. Allenbaugh  
President

Dated: 3/12/02

H:\DOCS\CS\VC88-3263.DOC:dd  
030102

**EXHIBIT "A"**

**TITLE**  
**“Air-Burst Drain Plunger”**

**Provisional Application Ser. No. 60/348,060 (Priority Filing Date 1-11-02)**  
**Which is hereby incorporated by reference in its entirety.**

<b>Application Ser. No. 10/202,430, -----</b>	<b>Pat. No. 6,550,074</b>
<b>Application Ser. No. 10/420,109, -----</b>	<b>Pat. No. 6,922,854</b>
<b>Application Ser. No. 11/135,110 -----</b>	<b>Pat. No. 7,120,943</b>

**PCT/US2003/012315**

**WO 2004/009917 A1**



Commissioner for Patents  
Washington, DC 20231  
www.uspto.gov



Bib Data Sheet

CONFIRMATION NO. 3099

<b>SERIAL NUMBER</b> 60/348 060	<b>FILING DATE</b> 01/11/2002 <b>RULE</b>	<b>CLASS</b>	<b>GROUP ART UNIT</b>	<b>ATTORNEY DOCKET NO.</b> 100444.11PRO
<b>APPLICANTS</b> David M. Turchik, Corona, CA, <b>** CONTINUING DATA *****</b> <b>** FOREIGN APPLICATIONS *****</b> <b>IF REQUIRED, FOREIGN FILING LICENSE GRANTED ** SMALL ENTITY **</b> <b>** 01/30/2002</b>				
Foreign Priority claimed <input type="checkbox"/> yes <input type="checkbox"/> no 35 USC 119 (a-d) conditions met <input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> Met after Allowance		<b>STATE OR COUNTRY</b> CA	<b>SHEETS DRAWING</b> 1	<b>TOTAL CLAIMS</b>
Verified and Acknowledged Examiner's Signature _____ Initials _____		<b>INDEPENDENT CLAIMS</b>		
<b>ADDRESS</b> Rutan & Tucker, LLP P.O. Box 1950 Costa Mesa, CA 92626-1950				
<b>TITLE</b> Air burst toilet flush				
<b>FILING FEE RECEIVED</b> 80	FEES: Authority has been given in Paper No. _____ to charge/credit DEPOSIT ACCOUNT No. _____ for following:		<input type="checkbox"/> All Fees <input type="checkbox"/> 1.16 Fees ( Filing ) <input type="checkbox"/> 1.17 Fees ( Processing Ext of time ) <input type="checkbox"/> 1.18 Fees ( Issue ) <input type="checkbox"/> Other _____ <input type="checkbox"/> Credit	

PATENT APPLICATION SERIAL NO. \_\_\_\_\_

U.S. DEPARTMENT OF COMMERCE  
PATENT AND TRADEMARK OFFICE  
FEE RECORD SHEET

01/22/2002 AADQF01 00000061 60348060

01 FC:214 80.00 DP

PTO-1556  
(5/87)

\*U.S. GPO 2000-468-987/26585

PATENT  
REEL: 028177 FRAME: 0643

00004506  
60348060

② C. J. K. 1/11/03  
3 Power & Ins 11-17-09

31040 U. S. PRO  
60/348060  
01/11/03

## AIR BURST TOILET FLUSH

### Field of The Invention

The field of the invention is plumbing.

### 5 Background of The Invention

Clogged toilets and sinks are unfortunately a relatively frequently occurring nuisance, and there are various devices known to unclog a plugged or otherwise obstructed drain in a sanitary device. For example, build-up of keratinous material may be dissolved with highly caustic agents that are typically dispensed together with reagents that provide additional heat when in contact with water. While such reagents are relatively simple to use, they are a significant potential hazard to a user when employed improperly or when skin or eye contact with such reagents occurs.

To circumvent at least some of the problems associated with the use of caustic reagents, mechanical force may be employed to dislodge or disintegrate an obstruction. For example, a metal line with an attached drill bit may be inserted into the drain and subsequent pipe to contact the obstruction with the drill bit. Mechanical operation will then at least partially destroy the obstruction. Alternatively, a plunger may be employed to generate a positive or negative pressure in the pipe, thereby dislodging the obstacle. While such mechanical devices are relatively common, they suffer from various disadvantages. Among other things, known mechanical devices tend to remove obstructions only incompletely.

20 Thus, although various unclogging devices and methods are known in the art, all or almost all of them have various disadvantages. Therefore, there is still a need to provide improved methods and devices to unclog a plugged or otherwise obstructed drain in a sanitary device.

### Brief Description of The Drawing

25 Fig. 1 is a schematic side view of an exemplary air burst toilet flush apparatus according to the inventive subject matter.



**Detailed Description**

An air burst toilet flush apparatus generally comprises a pressure source or pressurizing device, wherein the pressure source or pressurizing device is fluidly coupled to a burst delivery structure that includes a membrane that ruptures at or above a predetermined rupture pressure. The burst delivery structure is further configured to at least partially, and more preferably entirely/snugly fit to a drain or fluid outlet of a sanitary device (preferably a toilet or sink).

In a typical use, the air burst toilet flush apparatus is engaged with the drain portion of a clogged (or otherwise partially or completely obstructed) sanitary device, and the pressure source or pressurizing device delivers a gas to the burst delivery structure, thereby increasing the pressure in the burst delivery structure from ambient pressure to (and where appropriate: above) the rupture pressure. Upon rupture of the membrane, a burst of compressed air is delivered to the drain at a force sufficient to at least partially dislocate/disintegrate the obstruction in the drain pipe and thereby improve draining of the sanitary device.

An exemplary configuration of an air burst toilet flush apparatus is depicted in Figure 1 in which the air burst toilet flush apparatus 100 has a burst delivery structure 110 that is in fluid communication with compressed CO<sub>2</sub> tank 122 of pressure source/pressure delivery structure 120 via conduit 124. Trigger 126 triggers release of at least part of the CO<sub>2</sub> in tank 122 to a burst delivery structure 110. To ensure at least partial fit of the apparatus to the drain (not shown), sealing element 112 is coupled to the burst delivery structure 110. The drain-engaging portion of the burst delivery structure 110 is at temporarily closed by a rupture membrane 130, which is affixed to the burst delivery structure 110 via a removable membrane receiver 132.

Burst delivery structure 110 is preferably a plastic or light-metal (e.g., aluminum) pipe that is pressure-tight closed on one end, wherein the pipe has a wall strength sufficient to withstand pressure of at least the predetermined burst pressure of the membrane without substantial deformation, damage or loss of pressure of the burst delivery structure. In further preferred aspects, the pipe has a length of about 60 cm and an outer diameter of about 3 cm. The inner diameter is

preferably about 1.5 cm. However, it should be appreciated that the shape, size, and material may vary considerably without departing from the inventive concept presented herein.

For example, alternative shapes for contemplated burst delivery structures include curved, irregularly shaped or otherwise non-linear containers, so long as such containers are configured to  
5 (a) receive compressed gas or air, (b) can be coupled to a rupture membrane, and (c) directly or indirectly engages with a drain. Similarly, alternative materials may also include natural and synthetic polymers, metals and metal alloys, wood, etc. and all reasonable combinations thereof.

Pressure source/pressure delivery structure 120 may be integral with apparatus 100 or external to apparatus 100 (e.g., coupled to burst delivery structure 110 via a pressure line).  
10 Furthermore, while in some aspects the pressure source/pressure delivery structure 120 includes a pre-pressurized gas or air container, in alternative aspects the pressure source/pressure delivery structure 120 may also operate as a manually or automatically operated pump. Preferred pre-pressurized gas or air containers include commercially available CO<sub>2</sub> cartridges. However, it should be recognized that the particular nature of the gas is not limiting to the inventive subject matter.  
15 Thus, contemplated gases also include compressed air, or compressed gases or combinations thereof.

Depending on the internal volume of the burst delivery structure 110, it should be appreciated that the volume of the pre-pressurized gas or air container (or the volume per stroke of the pump) may vary considerably. Furthermore, suitable volumes will also at least in part depend on  
20 the predetermined rupture pressure, and it is contemplated that a person of ordinary skill in the art will readily determine suitable volumes.

Where the pressure source/pressure delivery structure 120 includes a pre-pressurized gas or air container it is especially contemplated that the flow of compressed air or gas to the burst delivery structure 110 is controlled by a valve (e.g., in a trigger-type operation), which may or may not  
25 regulate the amount of air or gas delivered to the burst delivery pipe. Conduit 124 may be any conduit that fluidly couples the pump or pre-pressurized container with the burst delivery structure. Thus, suitable conduits include flexible or rigid gas lines (e.g., polymeric tubing or copper line), but

may also be an integral portion of at least one of the burst delivery structure 110 and the pressure source/pressure delivery structure 120. With respect to both the valve and the conduit 124 it is contemplated that all valves and conduits known in the art are suitable for use herein.

With respect to the membrane 130 it is generally preferred that the membrane is  
5 manufactured from polyethylene foil and ruptures at a pressure between about 10 psi to 150 psi. However, it should be recognized that many materials and configurations other than polyethylene foils are appropriate for use in conjunction with the teachings presented herein, so long as the membrane 130 encloses a compressed gas within the burst delivery structure 110 at a pressure below the rupture pressure 120, and so long as the membrane 130 ruptures at a pressure greater or equal to the rupture pressure. Particularly preferred alternative membranes comprise natural and/or synthetic polymers (e.g., polyisoprenoids, cellulose, polyester, vulcanized rubber, etc.), inorganic materials (e.g., glass fibers), and any reasonable combination thereof. Further preferred materials include biodegradable materials, or materials that dissolve in water relatively fast.

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For example, where the rupture pressure is relatively moderate (i.e., below 10 psi), natural  
5 and/or synthetic polymers such as polyester, polyethylene, vulcanized rubber, or polycarbonate are particularly preferred, and where desirable, may further comprise plasticizers or hardeners to modify the rupture characteristics of the membrane. Alternatively, where the rupture pressure is relatively high (i.e., above 100 psi), metals and/or fiberglass reinforced synthetic polymers, or compressed and/or sintered minerals may be utilized as a membrane. Contemplated membranes may have  
20 various configurations, including flat, convex, concave, symmetric and/or asymmetric configurations.

The membrane 130 may be coupled to the opening of the burst delivery structure 110 in various positions including the outer portion of the opening, a peripheral or circumferential portion, or an inner portion. Similarly, the manner of coupling is not restricted to a particular mode, and may  
25 include transient and permanent coupling. For example, where the membrane 130 is fabricated from the same material as the container and the opening, it is contemplated that the membrane 130 may be integrally formed by a molding process. Alternatively, the membrane 130 may also be glued,

welded, or bolted to the opening, and the mode of coupling will predominantly be determined by the material of the membrane 130. However, it is generally preferred that the membrane 130 is temporarily coupled to the opening, and appropriate temporary closing modes include threadable coupling, latching, sliding, snapping, etc. Thus, as shown in Figure 1, the membrane 130 is coupled  
5 to the burst delivery structure 110 via membrane receiver 132 which is threadably attached to the burst delivery structure 110.

It should further be recognized, that the shape of the membrane in contemplated devices need not be limited to a foil, but may vary considerably. For example, contemplated alternative shapes include a flat, biconcave, or biconvex shape, and the shape will predominantly be determined  
10 by the threshold pressure, the size of the membrane, and economic considerations. For example, where the threshold pressure is relatively low, the membrane may have the shape of a foil or membrane. On the other hand, where the threshold pressure is relatively high, the membrane may have a disc or plug shape. While it is generally preferred that the membrane has a relatively simple shape (e.g., a foil), it is also contemplated that appropriate membranes may include a more complex  
15 configuration. For example, alternative membranes include reinforcing materials, such as an integral layer of fiberglass, or an external mesh or layer of metal threads. Where controlled rupture is particularly desirable, it is contemplated that the membrane may also include predetermined breakpoints (e.g., a perforation).

With respect to the rupture pressure at which the membrane of the contemplated devices  
20 rupture, it is contemplated that the actual rupture pressure will predominantly depend on the type, configuration, and material of the membrane. Thus, contemplated rupture pressures may vary considerably and may lie between 0.1 psi and several 100 psi or more. Contemplated rupture pressures may therefore be greater than 2 psi, greater than 20 psi, or greater than 40 psi.

A sealing element 112 is preferably movably and/or removably coupled to the burst delivery  
25 structure 110. With respect to the form and material of suitable sealing elements, it is generally preferred that the sealing element is at least partially flexible to conform to a particular shape of a drain when manual pressure is applied to the device. Thus, preferred forms and materials include

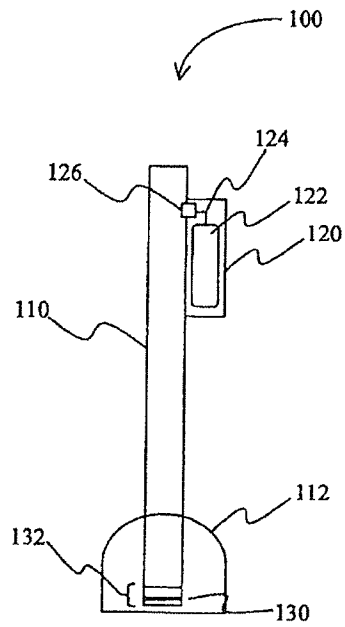
those commonly found in household toilet bowl plungers. However, numerous alternative configurations are also contemplated, including custom-fit sealing elements that snugly engage with a particular drain, and/or rigid sealing elements, etc.

5 While not wishing to be bound to any particular theory, it is contemplated that dislodging or disintegration of the obstruction in the pipe may advantageously include the mass momentum of the released air or gas, and may additionally or solely profit from the generation of a shock wave upon rupture of the rupturing member. Thus, the air burst toilet flush device may be positioned in various ways, so long as the drain receives at least some of the released air or gas.

10 Thus, specific embodiments and applications of air burst toilet flush devices have been disclosed. It should be apparent, however, to those skilled in the art that many more modifications besides those already described are possible without departing from the inventive concepts herein. The inventive subject matter, therefore, is not to be restricted except in the spirit of the appended claims. Moreover, in interpreting both the specification and the claims, all terms should be interpreted in the broadest possible manner consistent with the context. In particular, the terms "com-  
15 prises" and "comprising" should be interpreted as referring to elements, components, or steps in a non-exclusive manner, indicating that the referenced elements, components, or steps may be present, or utilized, or combined with other elements, components, or steps that are not expressly referenced.

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**Figure 1**

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10/12 U.S. 70

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01-15-02

PTO/SB/16 (10-01)  
Approved for use through 10/31/2002. OMB 0851-0032  
U.S. Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE  
This is a request for filing a PROVISIONAL APPLICATION FOR PATENT under 37 CFR 1.63(c).

A/PJL

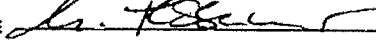
# PROVISIONAL APPLICATION FOR PATENT COVER SHEET

This is a request for filing a PROVISIONAL APPLICATION FOR PATENT under 37 CFR 1.63(c).

Express Mail Label No. EL 722858320 US

INVENTOR(S)					
Given Name (first and middle (if any))		Family Name or Surname		Residence (City and either State or Foreign Country)	
William B. William Mark		Forti Forti		Claremont, CA Claremont, CA	
<input type="checkbox"/> Additional inventors are being named on the _____ separately numbered sheets attached hereto					
TITLE OF THE INVENTION (500 characters max)					
Air Burst Toilet Flush					
Direct all correspondence to: CORRESPONDENCE ADDRESS					
<input type="checkbox"/> Customer Number				Place Customer Number Bar Code Label here	
OR		Type Customer Number here			
<input checked="" type="checkbox"/> Firm or Individual Name		Rutan & Tucker, LLP			
Address		P.O. Box 1950			
Address					
City		Costa Mesa	State	CA	ZIP 92626-1950
Country			Telephone	714-641-5100	Fax 714-546-9035
ENCLOSED APPLICATION PARTS (check all that apply)					
<input checked="" type="checkbox"/> Specification Number of Pages		6		<input type="checkbox"/> CD(s), Number	
<input checked="" type="checkbox"/> Drawing(s) Number of Sheets		1		<input type="checkbox"/> Other (specify)	
<input type="checkbox"/> Application Data Sheet. See 37 CFR 1.76					
METHOD OF PAYMENT OF FILING FEES FOR THIS PROVISIONAL APPLICATION FOR PATENT					
<input checked="" type="checkbox"/> Applicant claims small entity status. See 37 CFR 1.27.				FILING FEE AMOUNT (\$)	
<input type="checkbox"/> A check or money order is enclosed to cover the filing fees				80.00	
<input checked="" type="checkbox"/> The Commissioner is hereby authorized to charge filing fees or credit any overpayment to Deposit Account Number:		500341			
<input type="checkbox"/> Payment by credit card. Form PTO-2038 is attached.					
The invention was made by an agency of the United States Government or under a contract with an agency of the United States Government.					
<input checked="" type="checkbox"/> No.					
<input type="checkbox"/> Yes, the name of the U.S. Government agency and the Government contract number are: _____					

Respectfully submitted,

SIGNATURE 

TYPED OR PRINTED NAME Martin Fessenmaier

TELEPHONE 714-641-5100

Date 01/11/02

REGISTRATION NO. (if appropriate)  
Docket Number:

46,697  
100444.11PRO

## USE ONLY FOR FILING A PROVISIONAL APPLICATION FOR PATENT

This collection of information is required by 37 CFR 1.51. The information is used by the public to file (and by the PTO to process) a provisional application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 8 hours to complete, including gathering, preparing, and submitting the complete provisional application to the PTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, Washington, D.C. 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Box Provisional Application, Assistant Commissioner for Patents, Washington, D.C. 20231.

M.A.G. Engineering & Mfg. Co., INC.  
15381 Assembly Lane  
Huntington Beach, CA 92649



United States Patent and Trademark Office  
P.O. Box 2327  
Arlington, VA 22202



**Knobbe Martens Olson & Bear LLP**  
Intellectual Property Law



F01/23

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Fourteenth Floor  
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Abraham W. Chuang  
achuang@kmob.com

January 8, 2003

**VIA FACSIMILE & HAND DELIVERY**

**ATTORNEY-CLIENT AND/OR WORK PRODUCT PRIVILEGED COMMUNICATION**

This communication is protected by the attorney-client and/or the work product privilege and should be treated in a confidential manner. Any disclosure to other than key management personnel on a need-to-know basis may jeopardize the privilege and require disclosure to adverse parties in litigation.

Howard M. Allengbaugh, President  
M.A.G. Engineering & Mfg. Co., Inc.  
15381 Assembly Lane  
Huntington Beach, CA 92649

Re: **AIR BURST TOILET FLUSH**  
U.S. Provisional Patent Application No. 60/348060  
Our Reference No.: MAGENG.046PR

Dear Howard:

As discussed, we have prepared an Amendment of the Inventorship for the above identified provisional patent application entitled Air Burst Toilet Flush. Enclosed are:

- the Amendment of the Inventorship for David Turchik's signature;
- the Statement of Inventorship Error for William B. Forti's and William Mark Forti's signature;
- a pre-paid return postcard addressed to M.A.G. Engineering & Mfg. Co. Inc.; and
- an envelope addressed to the Patent Office.

As you know, the anniversary date of the provisional application is this Friday, January 11, 2003. *If possible, the enclosed documents should be signed and sent to the Patent Office, along with a check for \$50.00 to the Commissioner of Patents, by this Friday.*

Please let us know if you have any questions about this letter or the enclosed documents.

Very truly yours,

Abraham W. Chuang

Enclosures

cc: Craig S. Summers, Esq.

HA\DOCS\AWC\WC-1745.DOC; 010803

San Diego  
619-235-8550

San Francisco  
415-954-4114

Los Angeles  
310-551-3450

Riverside  
909-781-9231

San Luis Obispo  
805-547-5580

**PATENT**  
**REEL: 028177 FRAME: 0654**



MAGENG.046PR

PROVISIONAL PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant	:	William B. Forti, et al.	)	Group Art Unit: unknown
Appl. No.	:	60/348060	)	
Filed	:	January 11, 2002	)	I hereby certify that this correspondence and all
For	:	AIR BURST TOILET FLUSH	)	marked attachments are being deposited with
Examiner	:	N/A	)	the United States Postal Service as first-class
			)	mail in an envelope addressed to: United States
			)	Patent and Trademark Office, P.O. Box 2327,
			)	Arlington, VA 22202, on
			)	1/10/03
			)	(Date)
			)	David M. Turchik
			)	David M. Turchik

**AMENDMENT OF THE INVENTORSHIP**  
**PURSUANT TO 35 U.S.C. 116 AND 37 CFR §1.48(d) & (e)**

United States Patent and Trademark Office  
P.O. Box 2327  
Arlington, VA 22202

Dear Sir:

Pursuant to 35 U.S.C. 116 and 37 CFR §1.48(d) & (e), please amend the above-identified provisional patent application by correcting the following inventorship errors as indicated below.

- **Add omitted inventor David M. Turchik of Corona, California**
- **Delete William B. Forti and William Mark Forti of Claremont, California, as inventors**

I, David M. Turchik of Corona, California, was omitted in the provisional application through error without any deceptive intention on my part.

In connection with the Amendment of the Inventorship, the following are included:

- (1) A statement by William B Forti and William Mark Forti that the inventorship error occurred without deceptive intention on the part of such persons;
- (2) The processing fee set forth in 37 CFR §1.17(q); and
- (3) A pre-paid return postcard.

01/15/2003 MBELETE1 00000091 60348060

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50.00 00

**STATEMENT OF INVENTORSHIP ERROR  
USA PROVISIONAL PATENT APPLICATION**

I hereby declare that:

I was incorrectly listed as an inventor of the subject matter disclosed in a provisional application entitled AIR BURST TOILET FLUSH, the specification of which was filed on January 11, 2002, as Application Serial No. 60/348060.

I hereby state that the inventorship error occurred without deceptive intention on my part.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful, false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of first incorrectly listed inventor: **William B. Forti**

Incorrectly listed inventor's signature *W. B. Forti*

Date 1/10/03

Full name of second incorrectly listed inventor: **William Mark Forti**

Incorrectly listed inventor's signature *W. Mark Forti*

Date Jan 10/03

Send Correspondence To:  
M.A.G. Engineering & Mfg. Co., Inc.  
15381 Assembly Lane  
Huntington Beach, CA 92649

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Appl. No. : 60/348060  
Filed : January 11, 2002

Furthermore, please send future correspondences regarding this provisional patent application to the attention of Howard M. Allenbaugh at M.A.G. Engineering & Mfg. Co., Inc., 15381 Assembly Lane, Huntington Beach, California, 92649.



Respectfully submitted,

Dated: 1/10/03

By: David M. Turchik  
David M. Turchik

H:\DOCS\AWC\AWC-1744.DOC  
010803

William B. Forti  
William Mark Forti  
April 30, 2002

We hereby acknowledge and agree to the foregoing, and specifically acknowledge and agree that (1) David M. Turchik is the sole inventor of the invention disclosed in provisional patent application No. 60/348,060, entitled Air Burst Toilet Flush, filed on January 11, 2002, and that we will voluntarily assist David M. Turchik and/or M.A.G. Engineering and Mfg., Inc. in correcting inventorship errors associated with this patent application; and (2) we will not claim or otherwise assert any rights in burst force propulsion technology, other than in toy related products, that have been disclosed to us by David M. Turchik.

W. B. Forti  
William B. Forti

May 1, 2002  
Date

W. Mark Forti  
William Mark Forti

May 1, 2002  
Date



## UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE  
 United States Patent and Trademark Office  
 Address: COMMISSIONER FOR PATENTS  
 P.O. Box 1450  
 Alexandria, Virginia 22313-1450  
 www.uspto.gov

## BIB DATA SHEET

CONFIRMATION NO. 6974

SERIAL NUMBER	FILING or 371(c) DATE	CLASS	GROUP ART UNIT	ATTORNEY DOCKET NO.		
10/215,493	08/08/2002	446	3641	100444.0008US3		
<b>RULE</b>						
<b>APPLICANTS</b> David Turchik, Corona, CA; William Mark Forti, Claremont, CA; <b>** CONTINUING DATA *****</b> This application is a CIP of 09/677,944 10/02/2000 ABN <b>** FOREIGN APPLICATIONS *****</b> <b>** IF REQUIRED, FOREIGN FILING LICENSE GRANTED *** SMALL ENTITY **</b> 09/10/2002						
Foreign Priority claimed <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 35 USC 119(a-d) conditions met <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Verified and /JOHN W ELDRED/ Acknowledged Examiner's Signature		<input type="checkbox"/> Met after Allowance Initials	<b>STATE OR COUNTRY</b> CA	<b>SHEETS DRAWINGS</b> 2	<b>TOTAL CLAIMS</b> 20	<b>INDEPENDENT CLAIMS</b> 1
<b>ADDRESS</b> FISH & ASSOCIATES, PC ROBERT D. FISH 2603 Main Street Suite 1000 Irvine, CA 92614-6232 UNITED STATES						
<b>TITLE</b> Apparatus and methods employing burst force propulsion						
<b>FILING FEE RECEIVED</b> 435	FEES: Authority has been given in Paper No. _____ to charge/credit DEPOSIT ACCOUNT No. _____ for following:			<input type="checkbox"/> All Fees <input type="checkbox"/> 1.16 Fees (Filing) <input type="checkbox"/> 1.17 Fees (Processing Ext. of time) <input type="checkbox"/> 1.18 Fees (Issue) <input type="checkbox"/> Other _____ <input type="checkbox"/> Credit		

**David Crowe**

**From:** Craig Summers [CSummers@kmob.com]  
**Sent:** Friday, March 15, 2002 5:23 PM  
**To:** David Crowe (E-mail)  
**Co:** Howard M. Allenbaugh (E-mail)  
**Subject:** FW: David Turchik - 100444.0008US1, William Mark Corp, Burst Force Propulsion System



David,

I understand that Howard is out of the office. Can you get a hold of David Turchik and ask him to send a letter addressed to Robert Fish which authorizes Mr. Fish to send his file on the Air Burst Toilet Flush patent application to my firm?

The letter should read substantially as follows:

Dear Mr. Fish:

This letter will authorize you to send your entire file on my invention related to the Air Burst Toilet Flush provisional patent application to:

Craig S. Summers, Esq.  
Knobbe, Martens, Olson & Bear, LLP  
620 Newport Center Drive, 16th Floor  
Newport Beach, CA 92660

Sincerely,  
David Turchik

Thanks,  
Craig

-----Original Message-----

**From:** Fish, Robert [mailto:rfish@rutan.com]  
**Sent:** Friday, March 15, 2002 4:43 PM  
**To:** 'CSummers@kmob.com'  
**Co:** Houston, Collene  
**Subject:** FW: David Turchik - 100444.0008US1, William Mark Corp, Burst Force Propulsion System

We still need a letter from D. Turchik instructing us to turn over the files to your office, and confirmation from you that you will be assuming responsibility for prosecution.

In the meantime, Collene, please just send copies of official correspondence received to date from the patent office. thanks

-----Original Message-----

**From:** Craig Summers [mailto:CSummers@kmob.com]  
**Sent:** Friday, March 15, 2002 4:18 PM  
**To:** 'rfish@rutan.com'  
**Cc:** Debbie DeLuna  
**Subject:** David Turchik

Dear Bob,

Attached is the Assignment Agreement between David Turchik and MAG Engineering related to the Air Burst Toilet Flush invention. Hopefully, you

have spoken with Mr. Turchik regarding this matter. If this is not sufficient to have you send me all of your files regarding this invention, particularly any relevant invention disclosures and prior art and the filing information, please let me know.

Sincerely,  
Craig Summers



David M.. Turchik  
916 Haley Talbert Drive  
Corona, CA 92881  
(909)736-3021  
Fax(909)898-1336

Monday, March 18, 2002

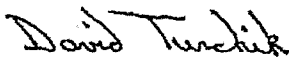
Attn.:Robert Fish  
Rutan and Tucker  
611 Anton Blvd.  
Costa Mesa, CA 92626-1998

Dear Mr. Fish:

This letter will authorize you to send your entire file on my invention related to the Air Burst Toilet Flush provisional patent application to:

Craig S. Summers, Esq.  
Knobbe, Martens, Olson & Bear, LLP  
620 Newport Center Drive, 16<sup>th</sup> Floor  
Newport Beach, CA 92660

Sincerely,



David Turchik



DD/\$

DISCLOSURE DOCUMENT NO.



465380

FILING FEE: \$10.00

RETAINED FOR 2 YEARS

THIS IS NOT A PATENT APPLICATION

PTO-1652 (4/96)

November 17, 1999

To: Assistant Commissioner for Patents  
Washington, DC

From: David M. Turchik  
1580 W. Second St.  
Pomona, CA 91766

The undersigned, being the inventor of the disclosed invention, requests that the enclosed papers be accepted under the Disclosure Document Program, and that they be preserved for a period of two years.

Signed: David M. Turchik  
(David M. Turchik, Inventor)

UNITED STATES POSTAL SERVICE®		POSTAL MONEY ORDER		15800 000
SERIAL NUMBER	YEAR, MONTH, DAY	POST OFFICE	U.S. DOLLARS AND CENTS	
01711235452	1999-11-17	917660	1000000000	
AMOUNT		TEN DOLLARS & 00¢ *****		
PAY TO	Commissioner of Patents and Trademarks		NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS	
ADDRESS	Box DD Washington DC		David M. Turchik CLERK	
C.O.D. NO. OR USED FOR				

UNITED STATES POSTAL SERVICE®		CUSTOMER'S RECEIPT	
KEEP THIS RECEIPT FOR YOUR RECORDS	PAY TO	Commissioner of Patents and Trademarks	SEE BACK OF THIS RECEIPT FOR IMPORTANT CLAIM INFORMATION <b>NOT NEGOTIABLE</b>
	ADDRESS	Box DD Washington DC 20231	
	C.O.D. OR USED FOR		
SERIAL NUMBER		YEAR, MONTH, DAY	REEL: 028177 FRAME: 0663
01711235452		1999-11-17	CLERK

**November 17, 1999**

**Assistant Commissioner for patents  
Washington, DC 20231**

**Name of Invention: Burst Membrane Propulsion**

**This invention is a useful, new concept for attaining propulsion, power, and thrust, which can be utilized in a large variety of applications and is a safer method than explosive propulsion.**

**The chamber (see drawing) utilizes air, other gases, chemical reactions, or explosive charge to generate pressure that bursts the critical membrane or membranes for differing degrees of propulsion.**

**By adjusting the positioning, thickness, quantity, material and diameter of the membrane inserts, and using them in stages, the velocity generated in the chamber can be intensified to create significant propulsion and velocity which is capable of launching projectiles, rockets, or other missiles. This invention can also be utilized to expel energy sufficient to turn turbines to create electricity or for other applications which may require propulsion or power.**

**By inducing liquid, powder, or other substances into the mechanism, one may also propel these materials at rates of high velocity and distance.**

**As the inventor, I have tested this invention repeatedly, and those who have witnessed its' operation are amazed by the thrust and power exhibited by this device.**

- **See drawing on next page.**

Signed: David M. Turchik  
(David M. Turchik)

May 25,2001

Assistant Commissioner for Patents  
Washington, DC 20231

Name of Invention: Pressurized Disk Propulsion Device

This invention is a new useful concept for attaining propulsion, power, and thrust which can be utilized in a large variety of applications and is a safer method than explosive propulsion.

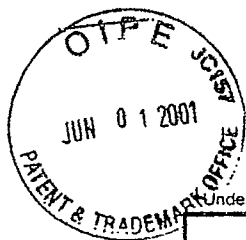
The chamber (see drawing) utilizes air, other gases or liquids, chemical reactions, or explosive charge to generate pressure that forces the disk of synthetic material or materials through an orifice which is placed above the disk within a chamber which produces an instantaneous burst of energy and subsequent propulsion.

By adjusting the pressure within the chamber, the positioning, thickness, quantity, material or diameter of the pressure disk, or the proportions of the retaining structure above it, the action can be intensified or reduced as required by the user. This process can be utilized to create significant propulsion and velocity which is capable of launching projectiles, rockets, or missiles. This invention can also be utilized to expel energy sufficient to turn turbines for creating electricity or for other applications which require propulsion or power.

As the inventor, I have tested this invention repeatedly, and those who have witnessed its operation are amazed by the thrust and power exhibited by this device.

\*See drawings on next page.

Signed: David M. Turchik  
David M. Turchik



222

DISCLOSURE DOCUMENT NO.



494563

RETAINED FOR 2 YEARS  
THIS IS NOT A PATENT APPLICATION

PTO-1652 (8/99)

Approved for use thro  
Patent and Trademark Office: U.S. I

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displ

### Disclosure Document Deposit Request

Mail to:

Box DD  
Assistant Commissioner for Patents  
Washington, DC 20231

Inventor(s): David M. Turchik  
Title of Invention: Pressurized Disk Propulsion Device

Enclosed is a disclosure of the above-titled invention consisting of 1 sheets of description and 1 sheets of drawings. A check or money order in the amount of \$10.00 is enclosed to cover the fee (37 CFR 1.21(c)).

The undersigned, being a named inventor of the disclosed invention, requests that the enclosed papers be accepted under the Disclosure Document Program, and that they be preserved for a period of two years.

David M. Turchik 916 Haley Talbert Dr.  
Signature of Inventor Address

David M. Turchik  
Typed or printed name

May 25, 2001 Corona, CA 92881  
Date City, State, Zip

### NOTICE TO INVENTORS

ANITA G. TURCHIK  
DAVID M. TURCHIK  
(909) 736-3121  
916 HALEY TALBERT DR.  
CORONA, CA 92881

16-7935/3220

5163

Date 5/25/01

Pay to Commissioner of Patents + Trademarks \$ 10.00  
the order of Ten + 00/100 Dollars

WESCOM CREDIT UNION  
123 SOUTH MARENGO AVENUE  
PASADENA, CA 91101

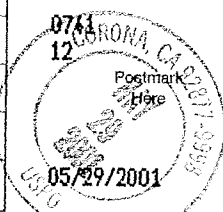
U.S. Postal Service  
CERTIFIED MAIL RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)

Anita Turchik RP

11 5163 10

WASHINGTON DC 20231

Postage	\$ 0.34
Certified Fee	\$1.90
Return Receipt Fee (Endorsement Required)	\$1.50
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 3.74



ed by persons and/or notarized are other examples of evidence which may

/Libraries (PTDLs), which have collections of patents and patent-related access to PTO databases. Publications such as *General Information* ation of the PTDL closest to you, please consult the complete listing of all the PTO Public Service Branch at (703) 308-HELP/4357. To ensure PTDL prior to visiting to learn about its collections, services, and hours.

lic to file (and by the PTO to process) Disclosure Document Deposit Requests. ion is estimated to take 12 minutes to complete, including gathering, preparing, e PTO. Time will vary depending upon the individual case. Any comments on for reducing this burden, should be sent to the Chief Information Officer, U.S. n, D.C., 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS D.C. 20231.

PATENT

REEL: 028177 FRAME: 0666

7000 1530 0003 8733 7258

Sent To Box DD ASSISTANT COMMISSIONER  
Street, Apt. No., or PO Box No.  
FOR PATENTS WASHINGTON, DC 20231  
City, State, ZIP+4

PS Form 3800 (REV 2/2000) See back for instructions

## AGREEMENT

1. This agreement is by and between David M. Turchik and The William Mark Corporation. The William Mark Corporation hereby recognizes the Burst Membrane Propulsion idea as the sole invention of David M. Turchik.
2. David M. Turchik agrees to License exclusive rights to the William Mark Corporation in the production of toy, sports and recreation products (hereafter products) using the Burst Membrane Propulsion invention. In consideration for said rights, David M. Turchik shall receive from the William Mark Corporation a 5% (five percent) Royalty of Net Sales (Gross sales less commissions) earned by The William Mark Corporation under the condition that said technology is patentable. It will be payable on a quarterly basis, on all said products manufactured, distributed, licensed or sold by The William Mark Corporation which use the Burst Membrane Propulsion invention. Any other products, categories of other products, or ventures utilizing the Burst Membrane Propulsion which are engineered or developed by David M. Turchik shall be the property of David M. Turchik and negotiated under separate agreement or contracts. In addition, The William Mark Corporation shall pursue and apply for any Patents necessary to secure their interest in said products at their own expense, naming David M. Turchik as owner of the invention and The William Mark Corporation as License holder of all said products that utilize the Burst Membrane Propulsion invention.
3. In order to further the productization of Burst Membrane Technology, The William Mark Corporation shall engage David M. Turchik as an independent contractor for the engineering and development of said products which utilize the above named invention, and they agree to pay him a monthly compensation in the amount of \$1,000.00 (one thousand dollars) per month, beginning January 31, 2000 and continuing through December 31, 2000, after which time period the amount of compensation shall be re-negotiated. It is agreed that David M. Turchik shall be working primarily at his own business property during the above named period, and he shall be available to The William Mark Corporation for consultation and demonstration of the Burst Membrane Propulsion products being engineered and developed. It is agreed that any other services provided by David M. Turchik not involving the Burst Membrane Propulsion technology shall be billed to The William Mark Corporation separately.
4. In the event The William Mark Corporation is sold, merged or dissolved this agreement shall remain valid and transferable.
5. While working on engineering, research and development of products for The William Mark Corporation using the Burst Membrane Propulsion invention, any expenditures for parts or materials which are paid for or advanced by David M. Turchik shall be reimbursed by The William Mark Corporation upon presentation of receipts, said receipts not to exceed \$200.00 (two hundred dollars) per month.

Signed: David M. Turchik  
Signed: [Signature]

Date: 1/7/00  
Date: 1/7/00

### Non-Disclosure Agreement

This agreement is in regard to the Inventions, Ideas, and descriptive analysis presented to the undersigned by David M. Turchik, and shall not be disclosed without his explicit approval.

1. Any information regarding all compounds, substances, elements, chemical reactions, processes, effects and feasible devices or enigmas.
2. Examples of some descriptive applications expounded on or explained by David M. Turchik pertaining to the following: a. Burst Membrane Propulsion b. Micro Energy Transference c. Hyper Gravitational Force Energy d. Kinetic Loop Motion e. Instantaneous and Rapid Reflex Power Reactors f. Dislodged Membrane Powered Devices g. Deuterium Isotope Neutron Accelerator h. Lethal and Non-Lethal Technologies i. Depth Intensity Implosion Reactor

It is acknowledged that the above described or revealed ideas and/or inventions belong explicitly to David M. Turchik, and they are not to be discussed with or divulged to any person or source without the express approval of David M. Turchik.

Signed: W. Mark Fato Date: 9/19/00

Signed: uf Date: 9/29/00

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

---

**COMBINED DECLARATION AND POWER OF ATTORNEY**

**(ORIGINAL, DESIGN, NATIONAL STAGE OF PCT, SUPPLEMENTAL, DIVISIONAL,  
CONTINUATION, OR C-I-P)**

---

As a below named inventor, I hereby declare that:

**TYPE OF DECLARATION**

This declaration is for a utility application.

**INVENTORSHIP IDENTIFICATION**

My residence, post office address and citizenship are as stated below, next to my name. I believe that I am the original, first and sole inventor of the subject matter that is claimed, and for which a patent is sought on the invention entitled:

**TITLE OF INVENTION**

Apparatus and Methods Employing Burst Force Propulsion

**SPECIFICATION IDENTIFICATION**

The specification is attached hereto.

**ACKNOWLEDGMENT OF REVIEW OF PAPERS AND DUTY OF CANDOR**

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information, which is material to patentability as defined in 37, Code of Federal Regulations, Section 1.56.

(Declaration and Power of Attorney--page 1 of 2)



**POWER OF ATTORNEY**

I hereby appoint the following practitioner(s) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith.

<u>APPOINTED PRACTITIONER(S)</u>	<u>REGISTRATION NUMBER(S)</u>
Robert D. Fish	33,880
David J. Zoetewey	45,258
Sandra Poteat Thompson	46,264
Martin Fessenmaier	46,697

---

**SEND CORRESPONDENCE TO**

Robert D. Fish  
1440 N. Harbor Blvd.  
Suite 706  
Fullerton, CA 92835

**DIRECT TELEPHONE CALLS TO:**

Robert D. Fish  
714-449-2337

---

**DECLARATION**

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

**SIGNATURE(S)**

David M. Turchik

Inventor's signature

Date 9/25/2000

Country of Citizenship US

Residence Pomona, CA

Post Office Address 1580 W. Second St., Pomona, CA 91766

 **PLEASE  
SIGN & DATE**

(Declaration and Power of Attorney--page 2 of 2)

**STATEMENT CLAIMING SMALL ENTITY STATUS  
(37 CFR 1.9(f) & 1.27(b)) - INDEPENDENT INVENTOR**

Docket Number (Optional)

444.08-US1

Applicant, ~~Patent and Trademark Office~~ David M. TurchikApplication ~~or Patent~~ No.: \_\_\_\_\_Filed ~~or Issued~~: \_\_\_\_\_Title: Apparatus and Methods for Employing Burst Force Propulsion

As a below named inventor, I hereby state that I qualify as an independent inventor as defined in 37 CFR 1.9(c) for purposes of paying reduced fees to the Patent and Trademark Office described in:

- ☐ the specification filed herewith with title as listed above.  
☐ the application identified above.  
☐ the patent identified above.

I have not assigned, granted, conveyed, or licensed, and am under no obligation under contract or law to assign, grant, convey, or license, any rights in the invention to any person who would not qualify as an independent inventor under 37 CFR 1.9(c) if that person had made the invention, or to any concern which would not qualify as a small business concern under 37 CFR 1.9(d) or a nonprofit organization under 37 CFR 1.9(e).

Each person, concern, or organization to which I have assigned, granted, conveyed, or licensed or am under an obligation under contract or law to assign, grant, convey, or license any rights in the invention is listed below:

- ☒ No such person, concern, or organization exists.  
☐ Each such person, concern, or organization is listed below.

Separate statements are required from each named person, concern, or organization having rights to the invention stating their status as small entities. (37 CFR 1.27)

I acknowledge the duty to file, in this application or patent, notification of any change in status resulting in loss of entitlement to small entity status prior to paying, or at the time of paying, the earliest of the issue fee or any maintenance fee due after the date on which status as a small entity is no longer appropriate. (37 CFR 1.28(b))

David M. Turchik

NAME OF INVENTOR

NAME OF INVENTOR

NAME OF INVENTOR

David M. Turchik  
Signature of inventor

Signature of inventor

Signature of inventor

9/25/2000  
Date

Date

Date

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

Please type a plus sign (+) inside this box → ☒

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PTO/SB/05 (4/98)

Approved for use through 09/30/2000. OMB 0651-0032

Patent and Trademark Office: U.S. DEPARTMENT OF COMMERCE

# UTILITY PATENT APPLICATION TRANSMITTAL

(Only for new nonprovisional applications under 37 C.F.R. § 1.53(b))

Attorney Docket No. 444.08-US1

First Inventor or Application Identifier David M. Turchik

Title Apparatus and Methods Employing Burst Force Propulsion

Express Mail Label No. EL538272996US

## APPLICATION ELEMENTS

See MPEP chapter 600 concerning utility patent application contents.

ADDRESS TO: Assistant Commissioner for Patents  
Box Patent Application  
Washington, DC 20231

1. ☒ \* Fee Transmittal Form (e.g., PTO/SB/17)  
(Submit an original and a duplicate for fee processing)

2. ☒ Specification [Total Pages 11/9]  
(preferred arrangement set forth below)

- Descriptive title of the Invention
- Cross References to Related Applications
- Statement Regarding Fed sponsored R & D
- Reference to Microfiche Appendix
- Background of the Invention
- Brief Summary of the Invention
- Brief Description of the Drawings (if filed)
- Detailed Description
- Claim(s)
- Abstract of the Disclosure

3. ☒ Drawing(s) (35 U.S.C. 113) [Total Sheets 2]

4. Oath or Declaration [Total Pages 2]

- a. ☒ Newly executed (original or copy)
- b. ☐ Copy from a prior application (37 C.F.R. § 1.63(d))  
(for continuation/divisional with Box 16 completed)

I. ☐ DELETION OF INVENTOR(S)  
Signed statement attached deleting  
inventor(s) named in the prior application,  
see 37 C.F.R. §§ 1.63(d)(2) and 1.33(b).

\* NOTE FOR ITEMS 1 & 13 IN ORDER TO BE ENTITLED TO PAY SMALL ENTITY  
FEES, A SMALL ENTITY STATEMENT IS REQUIRED (37 C.F.R. § 1.27), EXCEPT  
IF ONE FILED IN A PRIOR APPLICATION IS RELIED UPON (37 C.F.R. § 1.28).

5. ☐ Microfiche Computer Program (Appendix)

6. Nucleotide and/or Amino Acid Sequence Submission  
(if applicable, all necessary)

- a. ☐ Computer Readable Copy
- b. ☐ Paper Copy (identical to computer copy)
- c. ☐ Statement verifying identity of above copies

## ACCOMPANYING APPLICATION PARTS

7. ☐ Assignment Papers (cover sheet & document(s))

8. ☐ 37 C.F.R. § 3.73(b) Statement ☐ Power of  
(when there is an assignee) ☐ Attorney

9. ☐ English Translation Document (if applicable)

10. ☐ Information Disclosure ☐ Copies of IDS  
Statement (IDS)/PTO-1449 ☐ Citations

11. ☐ Preliminary Amendment

12. ☒ Return Receipt Postcard (MPEP 503)  
(Should be specifically itemized)

13. ☒ \* Small Entity ☐ Statement filed in prior application  
Statement(s) ☐ Status still proper and desired  
(PTO/SB/09-12)

14. ☐ Certified Copy of Priority Document(s)  
(if foreign priority is claimed)

15. ☒ Other: License Agreement  
Recordation Cover Sheet

16. If a CONTINUING APPLICATION, check appropriate box, and supply the requisite information below and in a preliminary amendment:

☐ Continuation ☐ Divisional ☐ Continuation-in-part (CIP)

of prior application No. \_\_\_\_\_

Prior application information: Examiner \_\_\_\_\_

Group / Art Unit: \_\_\_\_\_

For CONTINUATION or DIVISIONAL APPS only: The entire disclosure of the prior application, from which an oath or declaration is supplied under Box 4b, is considered a part of the disclosure of the accompanying continuation or divisional application and is hereby incorporated by reference. The incorporation can only be relied upon when a portion has been inadvertently omitted from the submitted application parts.

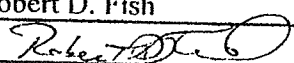
## 17. CORRESPONDENCE ADDRESS

☐ Customer Number or Bar Code Label

(Insert Customer No. or Attach bar code label here)

or ☒ Correspondence address below

Name	Robert D. Fish				
	Fish & Associates, LLP				
Address	1440 N. Harbor Blvd.				
	Suite 706				
City	Fullerton	State	CA	Zip Code	92835
Country		Telephone	714-449-2337	Fax	714-449-2339

Name (Print/Type)	Robert D. Fish	Registration No. (Attorney/Agent)	33,880
Signature		Date	9/27/00

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Box Patent Application, Washington, DC 20231.

PATENT

REEL: 028177 FRAME: 0672

Box Patent Application  
Assistant Commissioner for Patents  
Washington, D.C. 20231

10-30-2000



101498618

JC922 U.S. PTO

09/677944



**COVER SHEET FOR ASSIGNMENT (DOCUMENT) ACCOMPANYING  
NEW PATENT APPLICATION (37 C.F.R. section 3.31)**

**IDENTIFICATION OF APPLICATION  
(37 C.F.R. section 3.21 and 37 C.F.R. section 3.31(a)(4))**

1. The patent application filed herewith and, to which the attached license agreement refers, is identified as follows:
  - a. Type of application: Application of patent (37 C.F.R. section 1.53(b))
  - b. Date of execution: September 20, 2000
  - c. Name of each inventor:  
1: Turchik, David M.
  - d. Title of invention: Apparatus and Methods Employing Burst Force Propulsion

04677944

**NAME OF PARTY(IES) CONVEYING INTEREST (37 C.F.R. section 3.31(a)(1))**

2. The party conveying this interest is:  
Name 1: Turchik, David M.

**NAME AND ADDRESS OF PARTY(IES) RECEIVING INTEREST  
(37 C.F.R. section 3.31(a)(2))**

3. The rights are being conveyed to:  
  
The William Mark Corporation  
112 North Harvard, #229  
Claremont, CA 91711  
909-621-6823

10/25/2000 PALLER 00000005 500341 09677944 10.00 CH 30.00 OP 02 FC:581

(Cover Sheet for Assignment Accompanying New Patent Application--page 1 of 3)

**PATENT  
REEL: 028177 FRAME: 0673**

**DESCRIPTION OF INTEREST CONVEYED OR TRANSACTION RECORDED  
(37 C.F.R. section 3.31 (a)(3))**

4. The accompanying document intends to accomplish:  
a license.

**NAME AND ADDRESS OF PARTY TO WHOM CORRESPONDENCE  
SHOULD BE MAILED (37 C.F.R. section 3.31(a)(5))**

5. Please address correspondence to:

Robert D. Fish  
Fish & Associates, LLP  
1440 N. Harbor Blvd., Ste. 706  
Fullerton, CA 92835  
714-449-2337

**DATE LICENSE EXECUTED (37 C.F.R. section 3.31(a)(7))**

6. The attached assignment (document) was executed on September 20, 2000.

**LANGUAGE OF ASSIGNMENT (DOCUMENT) TO BE RECORDED**

7. The attached document is in the English language.

**ORIGINAL DOCUMENT OR TRUE COPY SUBMITTED**

8. Submitted herewith is a true copy of the original document.

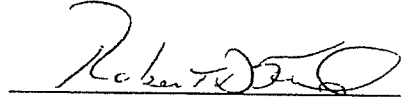
**NUMBER OF APPLICATIONS IDENTIFIED IN THIS COVER SHEET  
AND THE FEE**

9. A. This cover sheet identifies only one application.  
B. The fee for recordal (37 C.F.R. section 1.21(h)) is \$40.00.  
Attached is a check for \$40.00.

**STATEMENT (37 C.F.R. section 3.31(a)(9))  
AND SIGNATURE (37 C.F.R. section 3.31(a)(10))**

10. 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.

Date: 9/27/00

  
\_\_\_\_\_

Robert D. Fish  
Registration No. 33,880  
Fish & Associates, LLP  
1440 N. Harbor Blvd.  
Suite 706  
Fullerton, CA 92835  
714-449-2337

**TOTAL NUMBER OF PAGES BEING SUBMITTED**

11. The total number of pages being submitted, including cover sheet, attachment(s), and document(s) are: 3

(Cover Sheet for Assignment Accompanying New Patent Application--page 3 of 3)

# Fish & Associates, LLP

Patent, Trademark & Copyright Attorneys

1440 N. Harbor Blvd., Ste. 706  
Fullerton, CA 92835

Tel (714) 449-2337

Tel (949) 753-2836

Fax (714) 449-2339

[www.fishandassociates.com](http://www.fishandassociates.com)

Satellite Office in Irvine Spectrum

October 6, 2000

William (Mark) Forti  
William Mark Corporation  
112 North Harvard #229  
Claremont, CA 91711

RE: Utility Patent Application  
Hammer Propulsion System  
William Mark Corp - David Turchik  
Our Ref: 444.08-US1

Dear Mark:

Enclosed for your records is a copy of the above referenced utility application as filed with the USPTO on October 2, 2000. We will inform you as soon as we receive the serial number and shall keep you informed of the progress in this matter.

Sincerely,



Collene K. Houston, CLA  
Certified Legal Assistant

cc: David Turchik

Enclosure

# Fish & Associates, LLP

Patent, Trademark & Copyright Attorneys

1440 N. Harbor Blvd., Ste. 706  
Fullerton, CA 92835

Tel (714) 449-2337

Tel (949) 753-2836

Fax (714) 449-2339

[www.fishandassociates.com](http://www.fishandassociates.com)

Satellite Office in Irvine Spectrum

October 18, 2000

William (Mark) Forti  
William Mark Corporation  
112 North Harvard #229  
Claremont, CA 91711

RE: Utility Patent Application No. 09/677,944  
Hammer Propulsion System  
William Mark Corp - David Turchik  
Our Ref: 444.08-US1

Dear Mark:

We now have confirmation that the patent office received the above-referenced application and assigned the serial number **09/677,944**. We expect to receive the foreign filing license within a few weeks. The application will then be examined by the Patent Office, and we expect to have an office action sometime within the next 12-14 months.

In the meantime you should use the term Patent Pending in connection with all embodiments of the invention.

Sincerely,



Collene K. Houston, CLA  
Certified Legal Assistant

cc: David Turchik

**PATENT**  
**REEL: 028177 FRAME: 0677**





## UNITED STATES PATENT AND TRADEMARK OFFICE

COMMISSIONER FOR PATENTS  
UNITED STATES PATENT AND TRADEMARK OFFICE  
WASHINGTON, D.C. 20231  
www.uspto.gov

APPLICATION NUMBER	FILING DATE	GRP ART UNIT	FIL FEE REC'D	ATTY. DOCKET NO	DRAWINGS	TOT CLAIMS	IND CLAIMS
09/677,944	10/02/2000	3711	355	444.08-US1	2	20	1

Robert D. Fish  
Suite 706  
1440 N. Harbor Blvd.  
Fullerton, CA 92835

## FILING RECEIPT



\*OC000000005584255\*

Date Mailed: 11/29/2000

Receipt is acknowledged of this nonprovisional Patent Application. It will be considered in its order and you will be notified as to the results of the examination. Be sure to provide the U.S. APPLICATION NUMBER, FILING DATE, NAME OF APPLICANT, and TITLE OF INVENTION when inquiring about this application. Fees transmitted by check or draft are subject to collection. Please verify the accuracy of the data presented on this receipt. If an error is noted on this Filing Receipt, please write to the Office of Initial Patent Examination's Customer Service Center. Please provide a copy of this Filing Receipt with the changes noted thereon. If you received a "Notice to File Missing Parts" for this application, please submit any corrections to this Filing Receipt with your reply to the Notice. When the PTO processes the reply to the Notice, the PTO will generate another Filing Receipt incorporating the requested corrections (if appropriate).

## Applicant(s)

David M. Turchik, Pomona, CA ;

## Continuing Data as Claimed by Applicant

## Foreign Applications

If Required, Foreign Filing License Granted 11/29/2000

\*\* SMALL ENTITY \*\*

## Title

Apparatus and methods employing burst force propulsion

## Preliminary Class

473

Data entry by : HADERA, FANA

Team : OIPE

Date: 11/29/2000



# Fish & Associates, LLP

Patent, Trademark & Copyright Attorneys

1440 N. Harbor Blvd., Ste. 706  
Fullerton, CA 92835

Tel (714) 449-2337

Tel (949) 753-2836

Fax (714) 449-2339

[www.fishandassociates.com](http://www.fishandassociates.com)

Satellite Office in Irvine Spectrum

December 11, 2000

William (Mark) Forti  
William Mark Corporation  
112 North Harvard #229  
Claremont, CA 91711

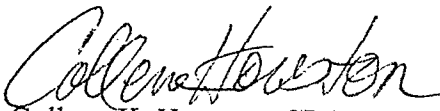
RE: Utility Patent Application No. 09/677,944  
Hammer Propulsion System  
William Mark Corp - David Turchik  
Our Ref: 444.08-US1

Dear Mark:

Attached is a copy of the foreign filing license in the above-referenced matter. The application will now be examined by the patent office, and we expect to have an office action sometime within the next 8-12 months.

In the meantime you should use the term "patent pending" in connection with all embodiments of the invention.

Sincerely,



Collene K. Houston, CLA  
Certified Legal Assistant

cc: David Turchik

Enclosure



**UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

DECEMBER 20, 2000

PTAS

FISH & ASSOCIATES, LLP  
ROBERT D. FISH  
1440 N. HARBOR BLVD., STE. 706  
FULLERTON, CA 92835



\*101498618A\*

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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 10/02/2000

REEL/FRAME: 011178/0490  
NUMBER OF PAGES: 5

BRIEF: LICENSE (SEE DOCUMENT FOR DETAILS).

**ASSIGNOR:**

TURCHIK, DAVID M.

DOC DATE: 09/20/2000

**ASSIGNEE:**

WILLIAM MARK CORPORATION, THE  
112 NORTH HARVARD, #229  
CLAREMONT, CALIFORNIA 91711

SERIAL NUMBER: 09677944  
PATENT NUMBER:

FILING DATE: 10/02/2000  
ISSUE DATE:

SEDLEY PYNE, PARALEGAL  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

**PATENT  
REEL: 028177 FRAME: 0680**

# Fish & Associates, LLP

Patent, Trademark & Copyright Attorneys

1440 N. Harbor Blvd., Ste. 706  
Fullerton, CA 92835

Tel (714) 449-2337

Tel (949) 753-2836

Fax (714) 449-2339

[www.fishandassociates.com](http://www.fishandassociates.com)

Satellite Office in Irvine Spectrum

January 3, 2001

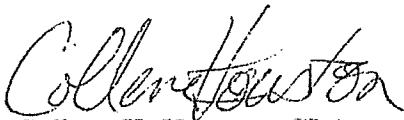
William (Mark) Forti  
William Mark Corporation  
112 North Harvard #229  
Claremont, CA 91711

RE: Utility Patent Application No. 09/677,944  
Hammer Propulsion System  
William Mark Corp - David Turchik  
Our Ref: 444.08-US1

Dear Mr. Forti:

Enclosed is the **ORIGINAL** recorded assignment for the above referenced matter, reel/frame  
#011178/0490. Please keep this document in a safe place for future reference.

Sincerely,



Collene K. Houston, CLA  
Certified Legal Assistant

cc: David Turchik

Enclosure

PTO Form 1478 (Rev 9/98)  
OMB Control #0651-0009 (Exp. 08/31/2001)

## **\*Trademark/Service Mark Application\***

### **\* To the Commissioner for Trademarks \***

#### **<DOCUMENT INFORMATION>**

**<TRADEMARK/SERVICEMARK APPLICATION>**

**<VERSION 1.22>**

#### **<APPLICANT INFORMATION>**

**<NAME>** David Turchik

**<STREET>** 916 Haley Talbert Dr.

**<CITY>** Corona

**<STATE>** CA

**<COUNTRY>** USA

**<ZIP/POSTAL CODE>** 92881

**<TELEPHONE NUMBER>** 909-736-3121

**<FAX NUMBER>** 909-865-1020

**<E-MAIL ADDRESS>** turchik\_anita@allergan.com

**<AUTHORIZE E-MAIL COMMUNICATION>** Yes

#### **<APPLICANT ENTITY INFORMATION>**

**<INDIVIDUAL: COUNTRY OF CITIZENSHIP>** United States of America

#### **<TRADEMARK/SERVICEMARK INFORMATION>**

**<MARK>** AIRBURST

**<TYPED FORM>** No

~ Applicant requests registration of the above-identified trademark/service mark in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. §1051 et seq., as amended). ~

#### **<BASIS FOR FILING AND GOODS/SERVICES INFORMATION>**

**<USE IN COMMERCE: SECTION 1(a)>** Yes

~ Applicant is using or is using through a related company the mark in commerce on or in connection with the below-identified goods/services. (15 U.S.C. §1051(a), as amended.). Applicant attaches one SPECIMEN for each class showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services. ~

**<SPECIMEN DESCRIPTION>** Part of the actual package of the product.

**<LISTING OF GOODS AND/OR SERVICES>** G 028 A Air powered toys

**<FIRST USE ANYWHERE DATE>** 03/01/2001

**<FIRST USE IN COMMERCE DATE>** 03/01/2001

#### **<FEE INFORMATION>**

**<TOTAL FEES PAID>** 325

**<NUMBER OF CLASSES PAID>** 1

**<NUMBER OF CLASSES>** 1

**Drawing Page**

**Date/Time Stamp:** Thursday, 06-07-2001 22:26:02 EDT

**Applicant:**

David Turchik  
916 Haley Talbert Dr.  
Corona , CA 92881  
USA

**Date of First Use Anywhere:** 03/01/2001

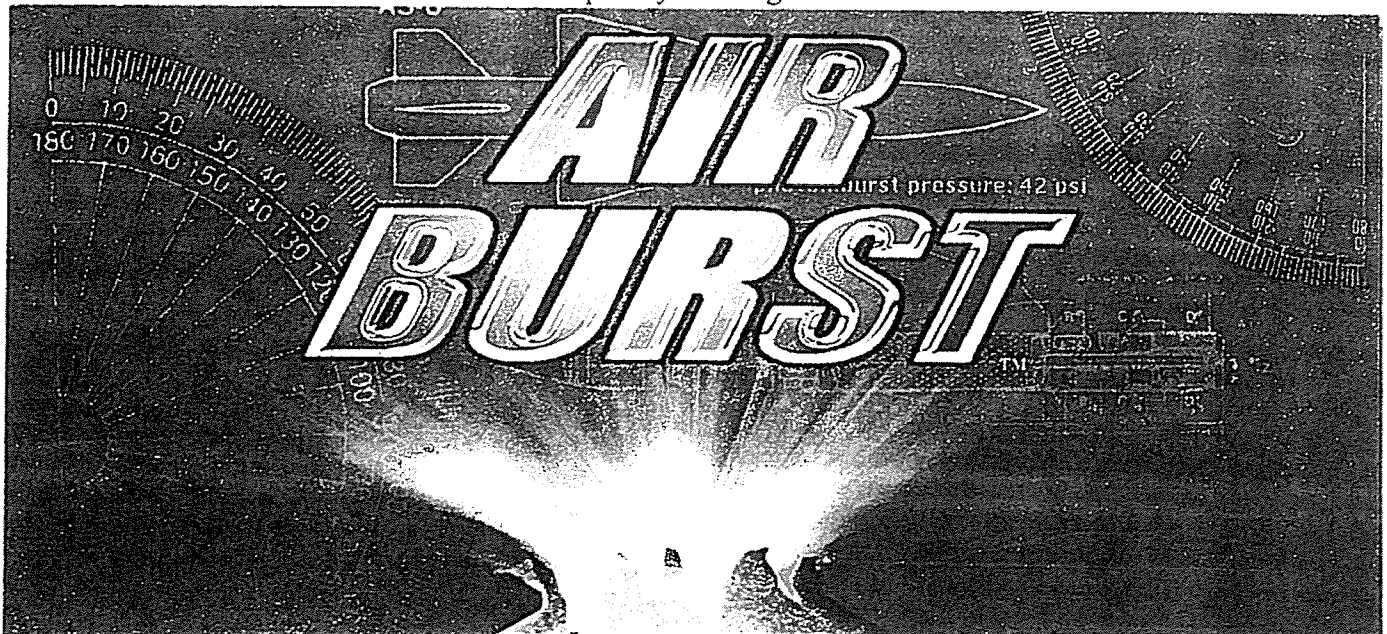
**Date of First Use In Commerce:** 03/01/2001

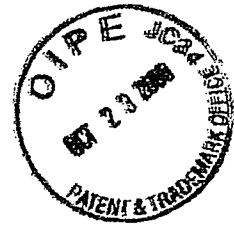
**Goods and Services:**

G 028 A Air powered toys

**Mark:**

Please paste your image here.





***AIR BURST***



01-08-2001

U.S. Patent & TMO/c/TM Mail Rpt Dt. #61

**TRADEMARK**



76190908

**PATENT**  
**REEL: 028177 FRAME: 0684**



***AIR BURST***

76190908



76190908

TRADEMARK APPLICATION SERIAL NO. \_

U.S. DEPARTMENT OF COMMERCE  
PATENT AND TRADEMARK OFFICE  
FEE RECORD SHEET

01/11/2001 TSMITH 00000009 76190908

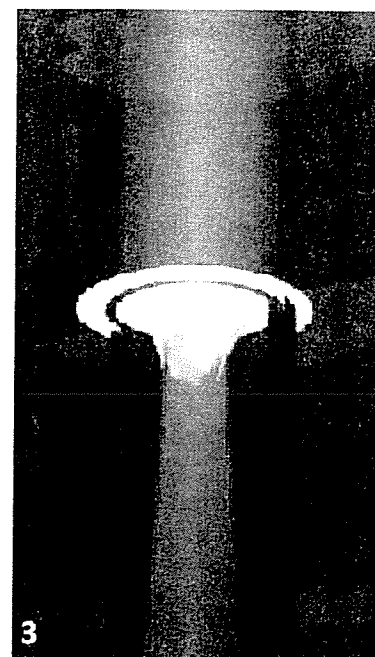
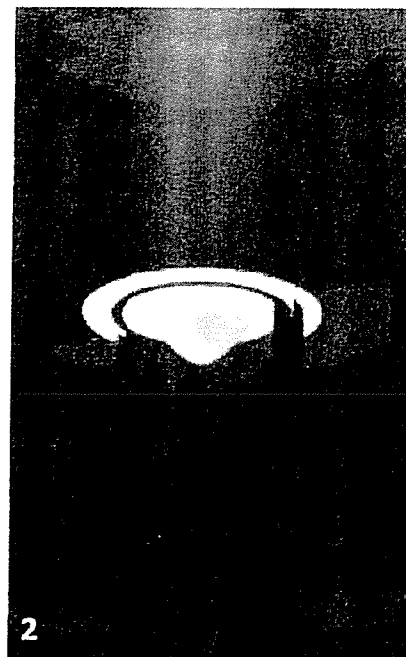
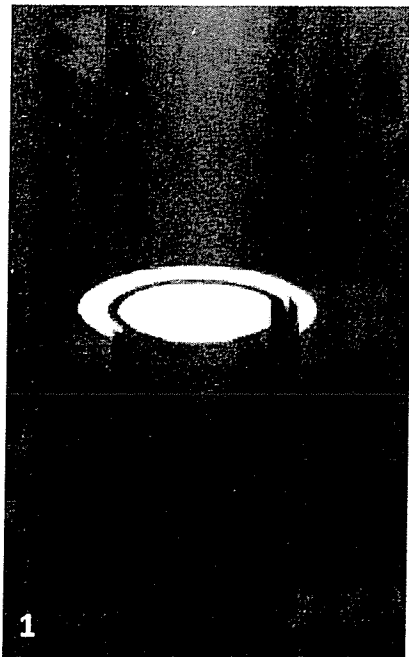
01 FC:361 325.00 OP

# Air Burst<sup>®</sup> Technology

Pressure Chamber  
Positioned Above  
Thin-Membrane  
Disk

Air Supply  
Released into  
Pressure  
Chamber

Pressurized Air  
Bursts the Disk



High Velocity  
Exhaust Air  
Powers Device

Non-Disclosure Agreement

Date: 4/16/01

I/We, the undersigned, representing William Mark Corporation

hereby agree and acknowledge that all ideas, concepts, designs, models, processes, formulas, prototypes, drawings or verbal presentations which are disclosed to me/us by David M. Turchik, or presented by him, shall remain confidentially and exclusively the property of David M. Turchik, and shall not be disclosed, developed, marketed, manufactured or sold without David M. Turchik's written permission by agreement or contract between the person or persons undersigned, their agents, representatives, or company / corporate affiliates and David M. Turchik.

Any use of the ideas, concepts, designs, models, verbal or physical presentations disclosed on the date signed below, must be negotiated under individual contract or contracts by and between the undersigned and David M. Turchik.

Any product or products that may be forthcoming, using the ideas, concepts, designs, or presentations disclosed by David M. Turchik, on or after this date, which are subsequently legally contracted, licensed, marketed, developed, manufactured or sold by the parties of this agreement, shall name David M. Turchik as the originator of said product or products. David M. Turchik shall retain all rights to patents, copyrights, and trademarks concerning the above. Compensation must be agreeable to David M. Turchik concerning any of the above ideas, concepts, designs, verbal or physical presentations or demonstrations previously shown, now, or forthcoming, by written contract by and between David M. Turchik and the undersigned.

Signed: [Signature] Date: 4/16/01

Signed: David M. Turchik Date: 4/16/01

To: Bill Forti  
From: David Turchik  
May 15, 2001

REQUIREMENTS REGARDING AIR BURST TECHNOLOGY  
AND THE PROPOSED TFT CORPORATION

- 1. TFT Corporation products shall be new and separate from the William Mark Corporation air burst products, and the rights to all the new products shall remain the invention(s) of David M. Turchik.
- 2. All Air Burst Industrial Products shall be contracted by and between the Corporation and David M. Turchik individually on a product-by-product basis, and any Buyer of any Product produced by the Corporation shall licence or buy said product under an individual contract with the Corporation with binding legal specifications.
- 3. OFFICERS of the Corporation shall be as follows:

David Turchik, CEO and President.....	46% of Preferred Stock of TFT Corp.
Andrew Turchik, Treasurer and Administrative Assistant....	5% of Preferred Stock of TFT Corp.
William Forti, Vice President and Appropriations Manager..	39% of Preferred Stock of TFT Corp.
Mark Forti, Production Assistant.....	5% of Preferred Stock of TFT Corp.
Scott Forti, Manufacturing Assistant.....	5% of Preferred Stock of TFT Corp.
- 4. FUNDING and START-UP of the Corporation:

Cash for Start-Up, including all legal expenses and bank funds for beginning operation shall be provided by Bill Forti.

Invention and development expertise, temporary (first year of operation) use of personal tools, equipment, and personal workplace Facility (M-1 property) shall be provided by David M. Turchik.

All Funds received through Licensing of or Sales of all Products produced by TFT, and also any Investor Capital or Grant money received by TFT shall be used as follows:

\*All Corporate Operating Expenses:

- Salaries to David Turchik, Andrew Turchik, and Bill Forti (to be voted on by the Officers and Shareholders)
- Production Costs
- Manufacturing Costs
- General New Product Fund ( held from income received by the Corporation for future products)
- Accounting costs
- Taxes and Legal Fees
- Distribution of Annual Stock Dividends from Profits (when and if a profit is shown on the accounting books).
- NOTE: Mark Forti and/or Scott Forti shall not receive a salary, but shall receive fair compensation agreed upon by the Board of Directors (Corporation Officers of TFT) from the Operating Funds of the corporation for each of their parts in any actual Production and/or Manufacturing of TFT products, when and if such services are provided by them.

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INVOICE

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Pomona, CA 91766  
US

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United States

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Service.....:	Register.com(TM)
Subscription Length..:	12 months
Period From.....:	06-01-2001
Period To.....:	06-01-2002
Order ID.....:	17506374
Amount Charged (US\$):	35.00

Total (this fee is non-refundable unless otherwise stated in the  
Agreement: \$35.00

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TO:MEI TSANG COMPANY:2603 MAIN STREET, SUITE 1000

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

\*500994488\*

OCTOBER 22, 2009

PTAS

MEI TSANG  
2603 MAIN STREET, SUITE 1000  
IRVINE, CA 92614UNITED STATES PATENT AND TRADEMARK OFFICE  
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RECORDATION DATE: 10/21/2009

REEL/FRAME: 023401/0632

NUMBER OF PAGES: 3

BRIEF: SECURITY AGREEMENT

DOCKET NUMBER: 101874.0001

## ASSIGNOR:

TURCHIK, DAVID M.

DOC DATE: 03/12/2002

## ASSIGNEE:

M.A.G. ENG. AND MFG., INC.  
15381 ASSEMBLY LANE  
HUNTINGTON BEACH, CALIFORNIA 92649

SERIAL NUMBER: 11135110

FILING DATE: 05/23/2005

PATENT NUMBER: 7120943

ISSUE DATE: 10/17/2006

TITLE: AIR-BURST DRAIN PLUNGER

SERIAL NUMBER: 10420109

FILING DATE: 04/21/2003

PATENT NUMBER: 6922854

ISSUE DATE: 08/02/2005

TITLE: AIR-BURST DRAIN PLUNGER

USPTO

10/22/2009 12:27:49 PM PAGE 3/004 Fax Server

TO:MEI TSANG COMPANY:2603 MAIN STREET, SUITE 1000

023401/0632 PAGE 2

SERIAL NUMBER: 10202430

FILING DATE: 07/23/2002

PATENT NUMBER: 6550074

ISSUE DATE: 04/22/2003

TITLE: AIR-BURST DRAIN PLUNGER

SHARON LATIMER, EXAMINER  
ASSIGNMENT SERVICES BRANCH  
PUBLIC RECORDS DIVISION



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## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
David M. Turchik	03/12/2002
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	M.A.G. Eng. and Mfg., Inc.
<b>Street Address:</b>	15381 Assembly Lane
<b>City:</b>	Huntington Beach
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92649
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7120943
Patent Number:	6922854
Patent Number:	6550074
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(949)943-8358
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.	
<b>Phone:</b>	949-943-8300
<b>Email:</b>	mtsang@fishiplaw.com



## Turchik Patent

Patent No.	Serial No.	Inventors	Assignment
US 7120943	11/135110	Howard M. Allenbaugh David Turchik Gerard G. Adelmeyer	Continuation of '854 and '074
US 6922854	10/420109	Howard M. Allenbaugh David Turchik Gerard G. Adelmeyer	#1 – Recorded on April 21, 2003 from Allenbaugh/Turchik/Adelmeyer assigned to M.A.G. Enigenering & MFG. Co. Inc. which is executed on April 18, 2003.  #2 – Recorded March 15, 2004 from MAG to The Howard and Veronica Allenbaugh Family Trust which is executed on January 7, 2004
US 6550074	10/202430	Howard M. Allenbaugh David Turchik Gerard G. Adelmeyer	#1 – Recorded on July 23, 2002 from Allenbaugh/Turchik/Adelmeyer assigned to M.A.G. Enigenering & MFG. Co. Inc. executed on July 11, 2002.  #2 – Recorded March 15, 2004 from MAG to The Howard and Veronica Allenbaugh Family Trust which is executed on January 7, 2004



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## Patent Assignment Details

**NOTE: Results display only for issued patents and published applications.  
For pending or abandoned applications please consult USPTO staff.**

Reel/Frame: 023401/0632

Pages: 3

Recorded: 10/21/2009

Attorney Dkt #: 101874.0001

Conveyance: SECURITY AGREEMENT

## Total properties: 3

1	Patent #: <u>6550074</u> Title: AIR-BURST DRAIN PLUNGER	Issue Dt: 04/22/2003	Application #: 10202430	Filing Dt: 07/23/2002
2	Patent #: <u>6922854</u> Publication #: <u>US20040016048</u> Title: AIR-BURST DRAIN PLUNGER	Issue Dt: 08/02/2005 Pub Dt: 01/29/2004	Application #: 10420109	Filing Dt: 04/21/2003
3	Patent #: <u>7120943</u> Publication #: <u>US20050204461</u> Title: AIR-BURST DRAIN PLUNGER	Issue Dt: 10/17/2006 Pub Dt: 09/22/2005	Application #: 11135110	Filing Dt: 05/23/2005

## Assignor

1 TURCHIK, DAVID M.

Exec Dt: 03/12/2002

## Assignee

1 M.A.G. ENG. AND MFG., INC.15381 ASSEMBLY LANE  
HUNTINGTON BEACH, CALIFORNIA 92649

## Correspondence name and address

MEI TSANG  
2603 MAIN STREET, SUITE 1000  
IRVINE, CA 92614

Search Results as of: 05/23/2011 11:12 PM  
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Web interface last modified: Apr 30, 2009 v.2.1

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## Assignments on the Web &gt; Patent Query

**Assignment Data Not Available****For Patent Number: 7120943**

11/135110

If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350.  
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Continuation of  
10/420/09 (6922854)  
→ CIP of 10/202430 (6550074)

PCT/US03/12315 AIR-BURST DRAIN PLUNGER

02-04-  
2010::19:43:21**Bibliographic Data**

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Application Type:	PCT	Status Date:	04-29-2003
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Class / Subclass:	-	Patent Number:	-
First Named Inventor:	-	Issue Date of Patent:	-

Title of Invention: AIR-BURST DRAIN PLUNGER

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# UCC FINANCING STATEMENT

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<b>A. NAME &amp; PHONE OF CONTACT AT FILER [optional]</b> GARY WYKIDAL 714-241-1664
<b>B. SEND ACKNOWLEDGMENT TO: (Name and Address)</b> GARY C WYKIDAL 245 FISCHER AVENUE SUITE A-1 COSTA MESA, CA 92626 USA

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1c. MAILING ADDRESS 17305 DAIMLER STREET		CITY IRVINE		STATE CA	POSTAL CODE 92614
1d. SEE INSTRUCTIONS		ADD'L DEBTOR INFO		1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION
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OR					
3b. INDIVIDUAL'S LAST NAME TURCHIK		FIRST NAME DAVID		MIDDLE NAME M	SUFFIX
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<b>4. This FINANCING STATEMENT covers the following collateral:</b> AIR BURST TOILET FLUSH PATENT NUMBERS 7120943, 6922854 AND 6550074					
<b>5. ALT DESIGNATION:</b> <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING					
<input type="checkbox"/> 6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Attach Addendum [if applicable]			7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] <input checked="" type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2		
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## Turchik\_Anita

From: Anita G Turchik [aturchik@juno.com]  
Sent: Wednesday, October 08, 2003 7:05 AM  
To: Turchik\_Anita  
Subject: Fw: PERSONAL & CONFIDENTIAL



Mark H. Allenbaugh  
(09-26-03)....

----- Forwarded message -----

From: "Mark Allenbaugh" <Mark.Allenbaugh@mbt-legal.com>  
To: <aturchik@juno.com>  
Cc: <turchikanita@allergan.com>, "Mark Allenbaugh" <allenbaughlaw@aol.com>  
Date: Fri, 3 Oct 2003 13:40:50 -0400  
Subject: PERSONAL & CONFIDENTIAL  
Message-ID: <C9BBDFC92BDB4348BED586961CA0E4DD7288F4@lvasrex005000.mindforest.local>

David:

It was great speaking with you this morning. Jackie and I look forward to seeing more of you and Anita in the very near future.

As we discussed, I will put together an addendum to the licensing and royalty agreement regarding Kleer Drain wherein M.A.G. will convey to you royalties owed on a semi-annual basis. As I understand the agreement, you are to be paid \$0.50 US per unit sold by M.A.G. Eng. & Mfg. Co, Inc.

In the meantime, please fax to me a copy of the licensing and royalty agreement in your possession in order that M.A.G. can retain a copy for its files.

I do look forward to seeing your inventions and collaborating with you in the future on project ideas.

All the best,

-Mark

P.S. For what it's worth, I've attached a copy of my c.v. for your review. Although it is not yet indicated on the c.v., I now am the Vice President and General Counsel of M.A.G. and also am serving on its Board of Directors.

Mark H. Allenbaugh, Esquire  
Montedonico, Belcuore & Tazzara, P.C.  
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PHONE (202) 296-1322  
FAX (202) 296-0985

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(74) Agent: **DELANEY, Karoline, A.**; Knobbe, Martens, Olson & Bear, LLP, 2040 Main Street, Fourteenth Floor, Irvine, CA 92614 (US).

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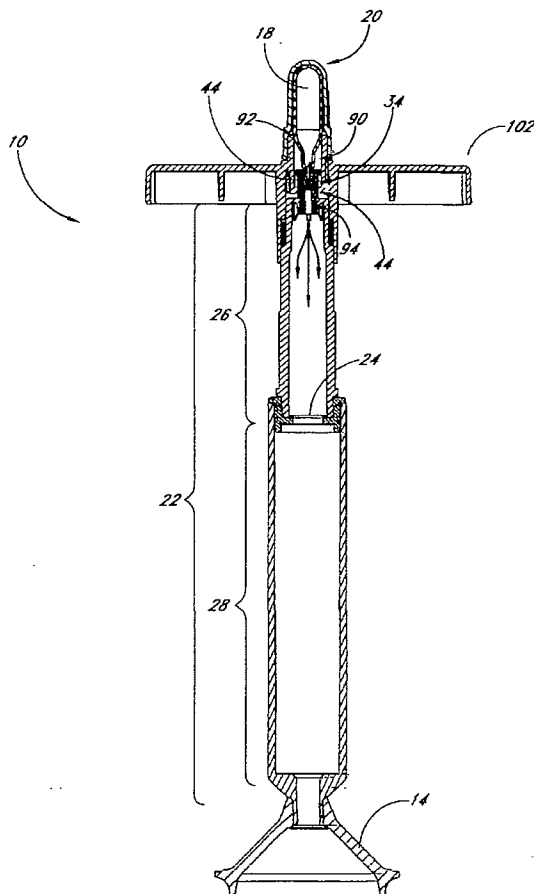
(71) Applicant: **M.A.G. ENGINEERING & MANUFACTURING COMPANY, INC.** [US/US]; 15381 Assembly Lane, Huntington Beach, CA 92649-1141 (US).

(72) Inventors: **ALLENBAUGH, Howard, M.**; 19525 Woodlands Lane, Huntington Beach, CA 92648 (US).

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[Continued on next page]

(54) Title: AIR-BURST DRAIN PLUNGER



(57) Abstract: An affordable plumbing device (10) that uses a compressed gas and a burst disk (24) having a relatively even surface of substantially uniform thickness to produce a sudden discharge of energy to forcibly act against any obstruction that may interfere with the proper function of a drain. The plumbing device (10) has a cylindrical chamber (22) for receiving the compressed gas and may generally take the shape of a plunger, which is flexible to use and is easy to store. A portion of the chamber (22) forms a receiving chamber with the burst disk (24) for harnessing and directing the energy of the compressed gas to clear a drain.

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**(71) Applicant(s):**

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**(72) Inventor(s):**

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ADELMAYER, Gerard, G.; 74-D Corniche Drive Dana Point, CA 92629 (US)

**(74) Agent(s):**

DELANEY, Karoline, A.; Knobbe, Martens, Olson & Bear, LLP 2040 Main Street Fourteenth Floor Irvine, CA 92614 (US)

**(54) Title (EN):** AIR-BURST DRAIN PLUNGER

**(54) Title (FR):** DEBOUCHOIR A DECHARGE D'AIR

**(57) Abstract:**

**(EN):** An affordable plumbing device (10) that uses a compressed gas and a burst disk (24) having a relatively even surface of substantially uniform thickness to produce a sudden discharge of energy to forcibly act against any obstruction that may interfere with the proper function of a drain. The plumbing device (10) has a cylindrical chamber (22) for receiving the compressed gas and may generally take the shape of a plunger, which is flexible to use and is easy to store. A portion of the chamber (22) forms a receiving chamber with the burst disk (24) for harnessing and directing the energy of the compressed gas to clear a drain.

**(FR):** L'invention concerne un dispositif de plomberie abordable (10) utilisant un gaz comprimé et un disque de décharge (24) possédant une surface relativement homogène d'épaisseur sensiblement uniforme afin de produire une décharge subite d'énergie en vue d'agir par la force contre toute obstruction pouvant interférer avec le bon fonctionnement d'un drain. Le dispositif de plomberie (10) possède une enceinte cylindrique (22) destinée à recevoir le gaz comprimé et pouvant généralement prendre la forme d'un piston, son utilisation est flexible et son stockage aisé. Une partie de l'enceinte (22) forme une enceinte de réception avec le disque de décharge (24) en vue d'aménager et de diriger l'énergie du gaz comprimé pour déboucher un drain.

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09/677,944 2 October 2000 (02.10.2000) **US**
- (71) Applicant (for all designated States except US): **THE WILLIAM MARK CORPORATION [US/US]; 112 North Harvard, #229, Claremont, CA 91711 (US).**
- (72) Inventor; and
- (75) Inventor/Applicant (for US only): **TURCHIK, David [US/US]; 916 Haley Talbert Dr., Corona, CA 92001-0401 (US).**
- (74) Agents: **FISH, Robert et al.; Fish & Associates, LLP, 1440 N. Harbor Blvd., Suite 706, Fullerton, CA 92835 (US).**
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(54) Title: **APPARATUS AND METHODS EMPLOYING BURST FORCE PROPULSION**

(57) Abstract: An apparatus has a container with a cavity containing a medium, and the container is sealed with a membrane that ruptures at a rupture pressure. A pressurizer pressurizes the cavity to at least the rupture pressure, and a projectile is disposed externally to the cavity during the pressurization. The projectile is propelled by the medium following rupture of the membrane. Preferred containers include pressurized cylinders, gun barrels, and ammunition cartridges, and preferred media include air, pressurized air and explosives, and a particularly preferred apparatus is a low cost launchbar.

**PATENT**

**REEL: 028177 FRAME: 0703**

**WO 02/057613 A2**

## AIR-BURST DRAIN PLUNGER

### Background of the Invention

#### Field of the Invention

5       The present invention generally relates to plumbing devices used to clear drains and, more specifically, to a plumbing device that uses a compressed gas to provide a sudden burst of energy to forcibly act against an obstruction that may interfere with the proper function of a drain.

#### Description of the Related Art

10       Clogged drains are a problem that affects millions of households and businesses each year. It is a situation that often occurs due to obstructions along the flow path of the drain by items such as paper, soap residue, hair, lotion, and stringy, fibrous waste. While there are a number of plumbing devices that offer the promise of unstopping or unclogging drains, none offer the ability to clear a clogged pipe with the efficiency, ease, affordability,  
15 and force of the present invention.

      When a drain becomes clogged, there are a number of known approaches for clearing the obstruction. One of the most common methods of treating clogged drains is to use a commercial drain cleaner. However, often these drain cleaners are some of the most dangerous chemicals found in a home or business. For instance, these products commonly  
20 use lye or acid, which can harm health, the wastewater stream, and pipes.

      While there are alternatives to commercial drain cleaners, the effectiveness of these alternatives generally requires an appreciable amount of manual force or the sacrifice of flexibility and mobility. For instance, some devices use a simple force cup plunger, or a bellows-style plunger, to open a clogged sink drain by repeatedly pumping the plunger up  
25 and down directly over the clogged drain. While these plungers avoid the caustic chemicals associated with drain cleaners, they are generally less effective and require a significant amount of manual labor. As one may appreciate, the need to pump the plunger in a repetitive manner may cause a person to become quite exhausted and, indeed, may be beyond the ability of some individuals. In addition, depending on the size or number of  
30 obstructions, the use of manual labor may not be sufficient to dislodge the obstruction from the drain.