

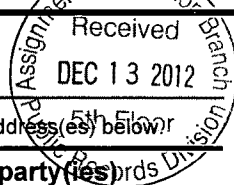
12/13/2012



U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

12/13/12

103652713



To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Mike Zembillas

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) December 7, 2012

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

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

Name: Valterra Products Inc.

Internal Address: \_\_\_\_\_

Street Address: 15230 San Fernando Mission Blvd.  
Suite 107

City: Mission Hills

State: CA

Country: United States Zip: 91345

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

6,962,322

Additional numbers attached? ☐ Yes ☒ No

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

Name: Valterra Products Inc.

Internal Address: Kevin Edwards

Street Address: 15230 San Fernando Mission Blvd.  
Suite 107

City: Mission Hills

State: CA Zip: 91345

Phone Number: 818-898-1671 Ex 35

Docket Number: \_\_\_\_\_

Email Address: kevin@valterra.com

**6. Total number of applications and patents involved:** One

**7. Total fee (37 CFR 1.21(h) & 3.41) \$** \_\_\_\_\_

- ☐ Authorized to be charged to deposit account  
☒ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

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**9. Signature:**

Signature

Date

Kevin Edwards

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

## **ASSET PURCHASE AGREEMENT**

The Asset Purchase Agreement ("Agreement"), dated as of September 27, 2012, is entered into by Valterra Products, Inc., a California corporation ("Buyer"), and Mike Zembillas, an individual located at 601 N. Florida Ave, Tarpon Springs, FL 34689 ("Seller").

### **RECITALS**

**WHEREAS**, Buyer desires to purchase from Seller and Seller desires to sell to Buyer certain Assets as listed in Exhibit A which is the property of the Seller, upon the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the terms and conditions set forth below, the parties hereby agree as follows:

#### **1. Purchase and Sale**

**1.1. Agreement to Sell and Purchase Purchased Assets.** Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties and covenants set forth in this agreement, Seller agrees to sell, assign, transfer and convey to Buyer at the Closing (as defined in Section 3 below), and Buyer agrees to purchase and acquire from Seller at the Closing, all of Seller's right, title and interest in and to all of the Purchased Assets (as defined in Section 1.2 below), free and clear of all liens, claims, encumbrances and interests of record

**1.2. Assets to be Sold.** The Purchased Assets consist of the following:

1.2.1. All inventory as listed in Exhibit A related to the EZ-MT waste water valve system.

1.2.2. U.S. Patent #6,962,322

1.2.3. Any design prints or drawings showing construction of the product?

**1.3. Excluded Assets.** The Buyer is not purchasing and shall not receive any of the following Assets: cash, trade accounts and any other receivables, prepaid expenses, deposits, causes of action against any party(ies), insurance claims, recovery and/or avoidance actions under any provision of state or federal law, tax refunds and any other asset not identified under Section 1.2.

**2. Purchase Price.**

In consideration for the sale and transfer of the Purchased Assets by Seller to Buyer, free and clear of any and all liens, claims, security interests and/or encumbrances at Closing of this purchase and sale transaction ("Closing") Buyer shall pay to Seller Two thousand dollars (\$2,000) ("Purchase Price").

**3. Closing.**

**3.1. Title Passage.** Except as otherwise provided in this Section 3.1, at Closing, title to the Purchased Assets shall pass to Buyer. Subject to the foregoing, at Closing, Seller shall: (i) make immediately available to Buyer possession of all of the Purchased Assets.

**3.2. Availability of Purchased Assets.** The Purchased Assets and all documents to be provided by Seller to Buyer pursuant to this Agreement shall be made available to the Buyer at Seller's principal place of business, or at such other location as shall be mutually acceptable to the parties. Seller shall cooperate with all reasonable requests of Buyer regarding arrangements to pick up the Purchased Assets. Buyer will be responsible for all freight charges.

**3.3. Possession.** Seller shall deliver possession of the Purchased Assets to Buyer immediately upon the Closing, or sooner, upon mutual agreement of the parties.

**4. Taxes.** Sales taxes and use taxes arising from the transfer of the Purchased Assets, if any, shall be paid by and be the obligation of the Buyer (the "Sales Taxes"). Buyer shall defend, indemnify and hold harmless the Seller, his agents, employees, attorneys, accountants and other professionals, from and against any claims, demands, causes of action, liabilities, costs, expenses (including reasonable attorneys' fees) damages, awards and penalties arising out of or resulting from the Sales Taxes.

**5. Representations and Warranties.**

**5.1.** Each party represents and warrants to the other that he or it has, or at Closing shall have, the authority to enter into the subject transaction providing for the sale of the Purchased Assets to Buyer.

Seller represents and warrants that at Closing he will transfer the Purchased Assets to Buyer free and clear of any liens or encumbrance.

Except as expressly set forth herein, Seller makes no representations or warranties, express, implied or statutory, including, without limitation warranty of merchantability and warranty of fitness for a particular purpose, all of which are waived and disclaimed. **THE PURCHASED ASSETS SHALL BE SOLD IN "AS IS, WHERE IS" CONDITION.**

6. **Miscellaneous.**

- 6.1. **Brokers', Finders' and Related Fees.** Seller and Buyer each represents and warrants to the other that no person, firm, corporation or other entity is entitled to any brokerage fee or other commission from the other party in respect of the execution of this Agreement or the consummation of the transactions contemplated hereby, and each party shall indemnify and hold harmless the other and any affiliate of them against any and all claims, losses, liabilities or expenses that may be asserted against any of them as a result of any dealings, arrangements or agreements by the indemnifying party with any such person, firm, corporation or other entity.
- 6.2. **Expenses.** Each party hereto shall pay her or its own expenses incidental to the negotiation, preparation, execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, whether or not Closing occurs.
- 6.3. **Integration; Amendments.** This Agreement (with attachments) sets forth the entire understanding of the parties with respect to the subject matter hereof. Any and all previous agreements and understandings between the parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement. This Agreement shall not be amended or modified except by an instrument duly executed by each of the parties hereto.
- 6.4. **Waiver.** Any term or provision of this Agreement may be waived at any time by the party entitled to the benefit thereof by an instrument duly executed by such party.
- 6.5. **Notices.** Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally, by email, by facsimile (which is confirmed), by courier, or sent by certified mail, postage prepaid, addressed as set forth on the signature page or to such other address as the addressee may have specified in a notice duly given to the sender as provided herein. Such notice, request, demand, waiver, consent, approval or other communication shall be deemed to have been given as of the date so delivered.

- 6.6. **Governing Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the internal laws of the State of California, without regard to choice of law principles. The parties hereby agree that any proceeding to enforce this Agreement shall be brought in the state or federal courts located in Los Angeles County, California and irrevocably waive any objection to venue, including without limitation, that based on inconvenient forum.
- 6.7. **No Benefit to Others.** The representations, warranties and covenants in this Agreement are for the sole benefit of the parties hereto and their heirs, executors, administrators, legal representatives, successors and assigns, and shall not be construed as conferring any rights on any other persons.
- 6.8. **Headings and "Persons".** All sections headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. Any references to a "person" herein shall include an individual, firm, corporation, partnership, trust, governmental authority or body, association, unincorporated organization and any other entity.
- 6.9. **Schedules and Exhibits.** All exhibits and schedules referred to herein are intended to be and hereby specifically made a part of this Agreement.
- 6.10. **Severability.** Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- 6.11. **Counterparts.** This Agreement (and all writings delivered in connection therewith) may be executed in any number of counterparts and by facsimile signatures, provided that the parties agree to deliver the original executed signature pages promptly after the Closing, each of which counterparts when executed and delivered shall be deemed to be an original, and all of which counterparts, taken together, shall continue but one that the same instruments. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.
- 6.12. **Currency.** All currency hereunder shall be in United States Dollars.
- 6.13. **Further Assurances.** From and after the Closing Date, Seller shall from time to time promptly execute and deliver to Buyer any and all such further instruments of assignment, conveyance, transfer, endorsement and other documents as Buyer may

reasonably request for the purpose of effecting the transfer of Seller's title to the Purchased Assets to Buyer and/or carrying out the provisions of the Agreement.

**6.14. Entire Agreement; Captions.** This Agreement, the Exhibits hereto (which are incorporated herein by reference) and the agreements to be executed and delivered in connection herewith, together constitute the entire agreement and understanding between the parties and there are no agreements or commitments with respect to the transactions contemplated herein except as set forth in this Agreement. This Agreement supersedes any prior offer, agreement or understanding between the parties with respect to the transactions contemplated hereby. The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

**6.15. Benefit and Burden.** This Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by and against, the parties hereto and their respective successors and permitted assigns.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date and year first above written.

**SELLER: Mike Zembillas**  
601 N. Florida Ave.,  
Tarpon Springs, FL 34689

By: \_\_\_\_\_

Mike Zembillas

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

9-28-12

**BUYER: Valterra Products Inc.**  
15230 San Fernando Mission Blvd. #107B  
Mission Hills, CA 91326 45 HS

By: \_\_\_\_\_

George Grengs, President

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

10-2-2012

## Exhibit A

1. Inventory: EZ MT Waste Valve Actuating Device in the following sizes

- a. Standard Design (3" Drain) w/9" handle= <sup>292</sup>282ea,
- b. Standard Design (3" Drain) w/13" handle= <sup>63</sup>73ea.
- c. Standard design (4" Drain)w/9" handle=3ea.
- d. Standard Design (1-1/2" Drain)w/9" handle=2ea.

2. Patent # 6,962,322

### United States Patent Zemillas

(10) Patent No.: **US 6,962,322 B1**  
(15) Date of Patent: **\*Nov. 8, 2005**

#### (1) WASTE WATER VALVE SYSTEM

(5) Inventor: **Mike Nick Zemillas, 601 N. Florida Ave., Tarpon Springs, FL (US) 34689**

(7) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 0 days.

This patent is subject to a terminal disclaimer.

(2) Appl. No.: **10/982,181**

(3) Filed: **Mar. 17, 2004**

#### Related U.S. Application Data

(4) Continuation-in-part of application No. 10/701,811, filed on Nov. 3, 2003.

(1) Int. Cl.<sup>7</sup>: **F16K 31/44**

(1) U.S. Cl.: **251/231, 251/279, 251/251, 251/319, 117/899**

(1) Field of Search: **251/231, 279, 251/319, 120, 117/899**

#### (15b) References Cited U.S. PATENT DOCUMENTS

409,521 A \* 10/92 Mackinnon ..... 12/05/93  
409,517 A \* 5/477 Sell ..... 2/2/214  
409,506 A \* 11/981 Leacock et al ..... 2/2/96  
1,439,158 A \* 10/85 Reed ..... 2/1/731

\* cited by examiner

Primary Examiner—Edward K. Leach  
Assistant Examiner—John K. Frison, Jr.  
1741 Attorney, Agent, or Firm—Edward P. Dutkiewicz

#### (157) ABSTRACT

A drain pipe dispenses waste water from the vehicle. The drain pipe has a circumferential slot and a gate collar around the drain pipe over the slot. A gate valve is coupled to the gate collar. A gate is movable between a closed and open position. A drive rod coupled to the gate with a free end is provided. A C-shaped hook, a pivot bolt is provided. The lever is rotatably supported on the pivot bolt. A handle has an intermediate extent. The intermediate extent is slidably received in the C-shaped hook whereby moving the handle toward the drain pipe closes the gate valve and moving the handle away from the drain pipe opens the gate valve.

9 Claims, 5 Drawing Sheets

