## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: **ASSIGNMENT** 

#### **CONVEYING PARTY DATA**

	Name	Execution Date
Jol	hn W. and Betty J. Addink Living Trust -1997	12/06/2012

#### **RECEIVING PARTY DATA**

Name:	Aqua Conserve, Inc.	
Street Address:	2900 Adams Street, Suite A-25	
City:	Riverside	
State/Country:	CALIFORNIA	
Postal Code:	92504	

## PROPERTY NUMBERS Total: 21

Property Type	Number
Patent Number:	6102061
Patent Number:	6227220
Patent Number:	D444079
Patent Number:	6298285
Patent Number:	D453692
Patent Number:	D461729
Patent Number:	6714134
Patent Number:	6812826
Patent Number:	6892113
Patent Number:	6892114
Patent Number:	6895987
Patent Number:	6944523
Patent Number:	6947811
Patent Number:	6950728
Patent Number:	6963808
	DATENT

Patent Number:	7048204
Patent Number:	7096094
Patent Number:	7317972
Patent Number:	7330796
Patent Number:	7711454
Patent Number:	8145359

#### **CORRESPONDENCE DATA**

**Fax Number**: 9499438358

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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ATTORNEY DOCKET NUMBER: 100302.0000

NAME OF SUBMITTER: Robert D. Fish

Total Attachments: 4

Address Line 4:

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## ASSIGNMENT

WHEREAS, the undersigned John W. and Betty J. Addink Living Trust -1997 (referred to hereinafter as "ASSIGNOR") has obtained a 1% undivided interest, by way of Assignment, in the inventions referenced on the attached Schedule A, for which applications for Letters of Patent of the United States of America were issued on the dates indicated, which together with related experimental data, trade secret, and other know-how is referred to hereinafter as the INTELLECTUAL PROPERTY;

WHEREAS, Aqua Conserve, Inc., a corporation having its principal place of business at 2900 Adams Street, Suite C-120 - Riverside, CA 92504 (referred to hereinafter as "ASSIGNEE"), is desirous of acquiring all entire right, title and interest in, to and under said INTELLECTUAL PROPERTY, and in, to and under Letters Patent or similar legal protection to be or having been obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto; and

WHEREAS each of ASSIGNOR and ASSIGNEE are referred to herein from time to time as a Party and collectively as The Parties;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over unto the ASSIGNEE, its successors and assign its entire title, right and interest in and to the INTELLECTUAL PROPERTY, and to all Letters Patent or similar legal protection arising therefrom, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said INTELLECTUAL PROPERTY by said application or any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under any International Convention.

ASSIGNOR further covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said INTELLECTUAL PROPERTY, including any corresponding patent applications, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNOR, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said INTELLECTUAL PROPERTY and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

Expected Performance. Each Party herein agrees to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of this Assignment.

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Matter No.: 100302.0000

Entire Agreement. This Assignment embodies the entire understanding of The Parties and supersedes and replaces any and all pre-existing agreements or understandings between ASSIGNOR and ASSIGNEE. No amendment or modification of this Agreement shall be valid or binding upon ASSIGNOR or ASSIGNEE unless made in writing and signed on behalf of each of The Parties by their respective duly authorized representative.

ASSIGNOR acknowledges that ASSIGNEE may appoint any attorney or practitioner of ASSIGNEE'S choice to prosecute any application or other legal proceeding involving said invention and ASSIGNOR further acknowledges that any attorney or practitioner so appointed by ASSIGNEE does not represent ASSIGNOR and that such appointment by ASSIGNEE does not create any attorney-client relationship between ASSIGNOR and any attorney or practitioner appointed by ASSIGNEE, in any of the relevant matters.

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

WITNESS my hand at	Riverside	, CA_	this day of December 2012
	City	State	Month

Print Name:

Trustee, John W. and Betty J. Addink Living Trust -1997

Assignor

WITNESS my hand at Rulingle, CA this 4 day of Deemle 2012, City State

John Addink

President, Aqua Conserve, Inc.

Assignee

# **SCHEDULE A**

Patent No.	Title	Issue Date	
6102061	Irrigation Controller	August 15, 2000	
6227220	Irrigation Controller	May 8, 2001	
D444079	Rain Collector	June 26, 2001	
6298285	Irrigation Accumulation Controller	October 2, 2001	
D453692	Curved Water Collector for Irrigation System	February 19, 2002	
D461729	Spikeless Water Collector for Irrigation System	August 20, 2002	
6714134	Sensor Maintenance	March 30, 2004	
6812826	Two Wire Irrigation Valve Controller	November 2, 2004	
6892113	Irrigation Controller Using Regression Model	May 10, 2005	
6892114	Modifying Irrigation Schedules of Existing Irrigation Controllers	May 10, 2005	
6895987	Device that Modifies Irrigation Schedules of Existing Irrigation Controllers	May 24, 2005	
6944523	Recording and Processing Utility Commodity Usage	September 13, 2005	
6947811	Automatic Adjustment of Irrigation Schedule According to Condition of Plants	September 20, 2005	
6950728	Interactive Irrigation System	September 27,	
6963808	Methods and Apparatus for Using Water Use Signatures in Improving Water Use Efficiency	2005 November 8, 2005	
7048204	Irrigation Controller Using Estimated Solar Radiation	May 23, 2006	
7096094	Automatic Irrigation Frequency Adjustment for Deep Watering	August 22, 2006	
7317972	Management of Peak Water Use	January 8, 2008	
7330796	Methods and Apparatus for Using water Use Signatures and Water Pressure in Improving Water Use Efficiency	February 12, 2008	

Matter No.: 100302.0000

Water Savings System 7711454

May 4, 2010

8145359

Systems and Methods of Reducing Peak Water Usage March 27, 2012

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**RECORDED: 01/08/2013**