

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5242603

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MYRIAM VIALLETON	07/20/2009
GUILLAUME BARBE	07/20/2009
RECEIVING PARTY DATA	
Name:	RAIN BIRD CORPORATION
Street Address:	970 WEST SIERRA MADRE AVENUE
City:	AZUSA
State/Country:	CALIFORNIA
Postal Code:	91702-1700
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14073619
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	jmoon@fitcheven.com , wmt.documents@fitcheven.com
Correspondent Name:	STEVEN M. FREELAND
Address Line 1:	120 S LASALLE STREET
Address Line 2:	SUITE 2100
Address Line 4:	CHICAGO, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	8473-100037-US
NAME OF SUBMITTER:	STEVEN M. FREELAND
SIGNATURE:	/Steven M. Freeland, Reg.# 42555/
DATE SIGNED:	11/16/2018
Total Attachments: 7	
source=100037_Assignment (non-RB inventors) 2018_v2_contract#page1.tif	
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ASSIGNMENT

I, for good and valuable consideration, receipt of which is hereby acknowledged, have assigned and do hereby assign and sell, which confirms any previous assignment by me or by operation of law, to Rain Bird Corporation, a California corporation, having its principal place of business at 970 West Sierra Madre Avenue, Azusa, California 91702-1700, United States of America ("Assignee"), its successors, assigns, and legal representatives, the entire right, title, and interest, in and to all subject matter and improvements invented, made, or conceived by me and described in the application for patent entitled

INTEGRATION CONTROL SYSTEMS AND METHODS

having European Application Number EP12306370.3, filed November 7, 2012, and in and to all patent and all patent convention and treaty rights of all kinds, including the right to claim priority from said application, and all rights in and to any utility model, continuation, continuation-in-part, and divisional application therefrom, and any reissue or re-examination as to any patent issuing therefrom, in all countries throughout the world, for all such subject matter described therein, including all rights of action and rights to recover damages for past infringements.

I agree that on request and without further consideration, I will communicate to the Assignee or its representatives or nominees any facts known to me respecting the inventions and improvements and testify in any legal proceeding, make all rightful oaths, sign all lawful papers, and execute all instruments or documents required or requested for the making and prosecution of any applications of any type for patent, utility model, or other similar rights in all countries including, but not limited to, any provisional, non-provisional, continuation, continuation-in-part, divisional, renewal or

substitute thereof, for any derivation proceedings relating thereto, and, as to any patents that issue from such applications, for any supplemental examination, derivation proceeding, opposition, post grant review, reissue, re-examination, *inter partes* review, or extension thereof, and generally do everything possible to aid the Assignee, its successors, assigns, and nominees to obtain and enforce proper patent protection for the invention and its improvements in all countries.

Legal Name of Inventor:
(Given names first, with Family name last)

Myriam Vialleton

****SEE ATTACHED AGREEMENT****

Inventor's Signature:

Inventor's Address:

c/o Solem, Z.A.E. La Plaine, 5 rue Georges Besse
Clapiers, 34830
France

_____, 2018 _____
Date Myriam Vialleton

Executed in my presence on this _____ day of _____, 2018 by the
aforementioned individual known to me to be the person named in this assignment.

First Witness *(Signature)*

Second Witness *(Signature)*

First Witness Name *(Typed or Printed)*

Second Witness Name *(Typed or Printed)*

Legal Name of Inventor:
(Given names first, with Family name last)

Guillaume Barbe

Inventor's Signature:

SEE ATTACHED AGREEMENT

Inventor's Address:

c/o Solem, Z.A.E. La Plaine, 5 rue Georges Besse
Clapiers, 34830
France

_____, 2018 _____
Date Guillaume Barbe

Executed in my presence on this _____ day of _____, 2018 by the
aforementioned individual known to me to be the person named in this assignment.

First Witness *(Signature)*

Second Witness *(Signature)*

First Witness Name *(Typed or Printed)*

Second Witness Name *(Typed or Printed)*

DESIGN AND DEVELOPMENT AGREEMENT

This Design and Development Agreement (the "Agreement") is entered into effective as of July 20, 2009 by and between Rain Bird Corporation ("Rain Bird") and SOLEM S.A. (which individual or entity is referred to in this Agreement as "Company") with respect to the following:

A. Rain Bird desires to consult and work with Company in connection with the design, development and construction (collectively, "Design") of **the New TBOS Product Line** ("Work Product") meeting design objectives, strategies and specifications established by Rain Bird (collectively, the "Specifications") subject to the terms and conditions of this Agreement.

B. Company desires to consult and work with Rain Bird in the Design of Work Product meeting the Specifications subject to the terms and conditions of this Agreement.

Now, therefore, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Rain Bird and Company (individually, a "Party," and collectively, the "Parties") agree as follows:

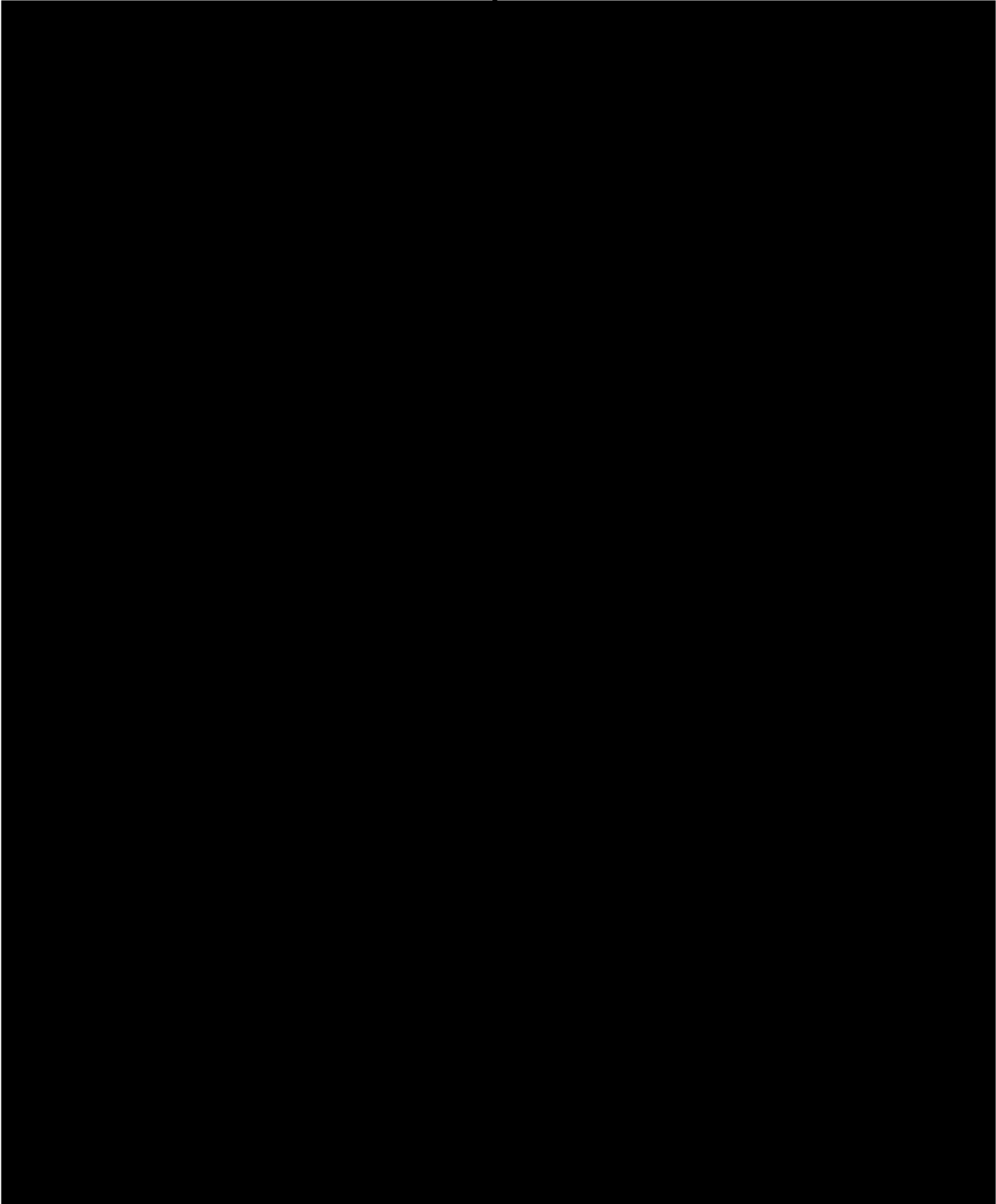
1. Design. Company agrees to consult and work together with Rain Bird in the Design of Work Product exclusively for Rain Bird which meets the Specifications established from time to time by Rain Bird, and to undertake, at Rain Bird's expense, such Design work as Rain Bird may request in writing. Additional requirements, rights and duties with respect to Company's engagement hereunder with respect to the Design of Work Product, including without limitation the compensation to be paid to Company in connection therewith, are set forth in the signed or initialed proposal or other documents attached as Exhibit A and Exhibit B hereto, which Exhibit A and Exhibit B are incorporated into this Agreement by this reference.

2. Transfer of Inventions. Company agrees that any and all information, inventions, discoveries, improvements, designs, apparatus, methods or products (collectively, "Inventions"), whether patentable or not, made, conceived, developed or reduced to practice by it, either solely or in collaboration with others, developed, obtained or derived as a result of the performance of such Design work that Rain Bird may request under this Agreement, shall be the sole property of Rain Bird. Company understands that Rain Bird makes no claim to information or Inventions held or known to Company prior to this Agreement, but does make claim to information and Inventions that Company may develop during this Agreement with or without the involvement of Rain Bird provided the same relates to the business of Rain Bird. Company hereby assigns and agrees to assign to Rain Bird or its designated affiliated company any and all right, title and interest in and to any and all such Inventions.

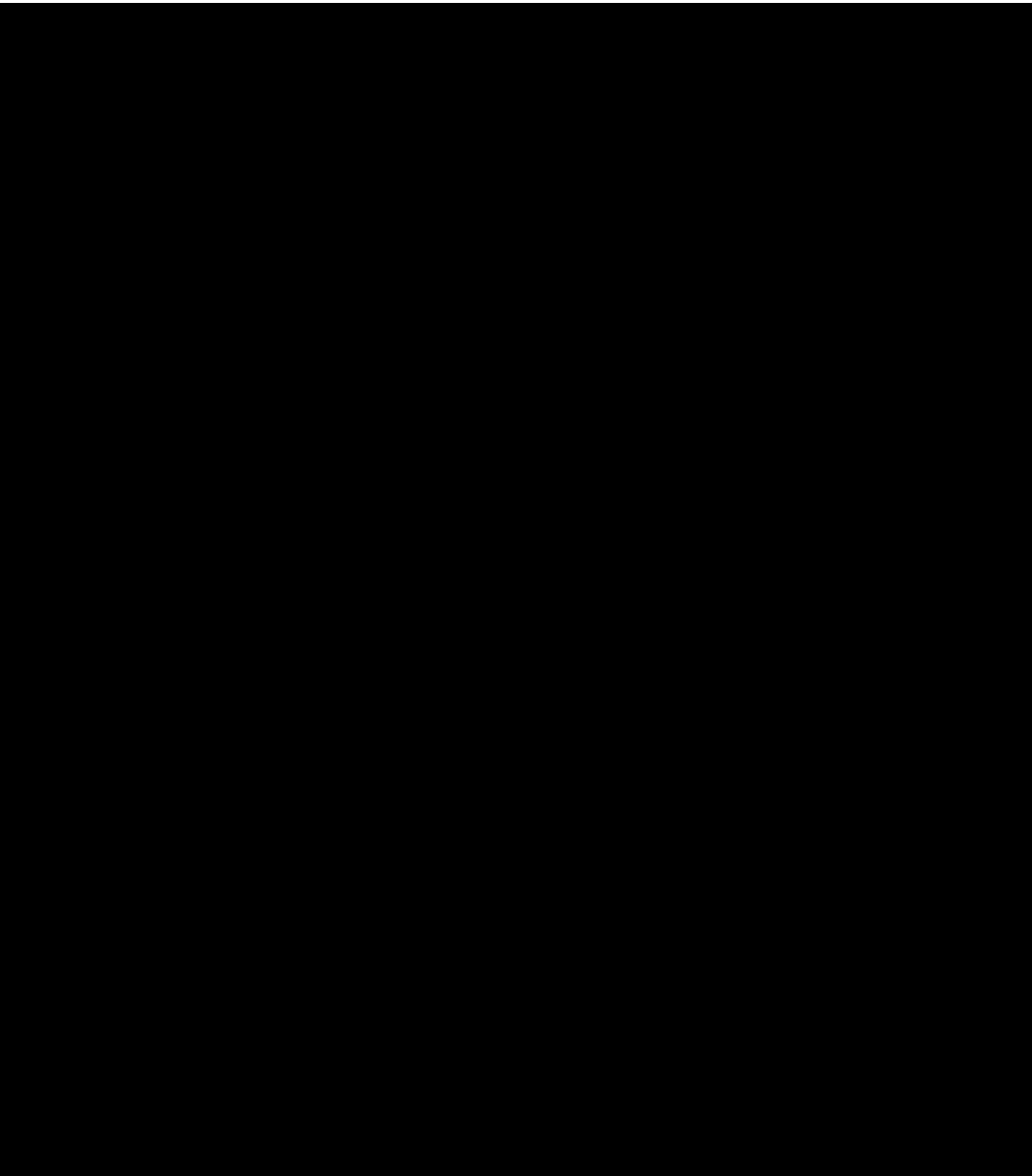
3. Written Disclosure of Inventions. Company agrees to promptly disclose in writing, to the officers designated by Rain Bird to receive such disclosures, complete and accurate information concerning each and every Invention developed, obtained or derived by Company during the term of this Agreement and up to and including a period of six (6) months after termination of this Agreement.

4. Execution of Necessary Papers. Upon request, Company will do all lawful acts including the execution of papers and lawful oaths and the giving of testimony that, in the opinion of Rain Bird, its affiliated companies, successors and assigns, may be necessary or desirable in obtaining, sustaining, reissuing, extending and enforcing United States and foreign Letters Patents, including design patents, which include all or any part of such Inventions, and for perfecting, affirming and recording Rain Bird's or its designated affiliated companies'

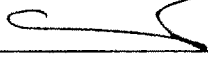
complete ownership and title thereto, and to otherwise cooperate in all proceedings and matters relating thereto. Rain Bird agrees to compensate Company at its normal hourly billing rate for reasonable time actually spent in meeting the obligations of this provision.



aw



Rain Bird Corporation ("Rain Bird")

By: 

Its: President

Solem S.A. ("Company")

By: BRES BERNARD

Its: PDG



