## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5900321

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
AUSTIN DEVICES, LLC	12/31/2019

## **RECEIVING PARTY DATA**

Name:	ZILKER WATERING SYSTEMS, LLC	
Street Address:	5606 SHOALWOOD AVE.	
City:	AUSTIN	
State/Country:	TEXAS	
Postal Code:	78756	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	
Patent Number:	9049821	

## **CORRESPONDENCE DATA**

#### Fax Number:

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.

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Correspondent Name: MARILYN SIMPSON
Address Line 1: 3705 MALONE DRIVE
Address Line 4: AUSTIN, TEXAS 78749

ATTORNEY DOCKET NUMBER:	AUSTIN DEVICES
NAME OF SUBMITTER:	MARILYN SIMPSON
SIGNATURE:	/MS/
DATE SIGNED:	01/08/2020
	This document serves as an Oath/Declaration (37 CFR 1.63).

## **Total Attachments: 4**

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PATENT 505853384 REEL: 051451 FRAME: 0721

#### PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Patent Assignment"), dated as of December 31, 2019, is made by Austin Devices, LLC, a Texas limited liability company ("Assignor"), in favor of Zilker Watering Systems, LLC, a Texas limited liability company ("Assignee").

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "Assigned Patents"):
  - (a) the patents set forth in <u>Schedule 1</u> hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");
  - (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office to record and register this Patent Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Assignee, or any assignee or successor thereto.
- 3. <u>Counterparts</u>. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

PATENT REEL: 051451 FRAME: 0722

- 4. <u>Successors and Assigns</u>. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. Governing Law. This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Patent Assignment as of the date first above written.

**ASSIGNOR:** 

AUSTIN DEVICES, LLC

By: // //
Name: John Hanna

Title: Manager

Address for Notices:

3703 Gramercy St. Houston, TX 77025

State of Texas

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County of Travis §

Before me personally appeared John Hanna, Manager of Austin Devices, LLC, a Texas limited liability company, on behalf of said limited liability company, and acknowledged the foregoing instrument to be his free act and deed this 315 day of December, 2019.

Seal



Notary Public

## AGREED TO AND ACCEPTED:

ASSIGNEE:

ZILKER WATERING SYSTEMS, LLC

By:

Name: John Hanna

Title: Manager

Address for Notices:

5606 Shoalwood Ave. Austin, TX 78756

State of Texas

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County of Travis

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Before me personally appeared John Hanna, Manager of Zilker Watering Systems, LLC, a Texas limited liability company, on behalf of said limited liability company, and acknowledged the foregoing instrument to be his free act and deed this 31st day of December, 2019.

Seal

SARA ALAZAWY

Motary ID #132107771

My Commission Expires

July 30, 2023

Notary Public

# **SCHEDULE 1**

## **ASSIGNED PATENTS**

Jurisdiction	Title	Filing Date	Patent Number	Registration Date
United States	Water Flow Control System	September 29, 2014	9,049,821	June 9, 2015



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