

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5975481

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
HARVEY J. NICKERSON	06/03/2005
RUSSEL D. LEATHERMAN	07/18/2005
ANDREW M. NGUYEN	06/03/2005
SUSAN E. BASCH	06/03/2005
SERGIO R. PEREZ ARAUJO	06/09/2005
JOSE MACIAS GALARZA	06/09/2005
BILL MERKT	05/12/1995
ADAM A. DUNFORD	06/07/2005
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	RAIN BIRD CORPORATION
<b>Street Address:</b>	970 WEST SIERRA MADRE AVENUE
<b>City:</b>	AZUSA
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91702
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	16787948
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Email:</b>	dtran@fitcheven.com
<b>Correspondent Name:</b>	JENNIFER V. SUAREZ
<b>Address Line 1:</b>	120 SOUTH LASALLE STREET
<b>Address Line 2:</b>	SUITE 2100
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60603
<b>ATTORNEY DOCKET NUMBER:</b>	8473-148527-US
<b>NAME OF SUBMITTER:</b>	JENNIFER V. SUAREZ
<b>SIGNATURE:</b>	/Jennifer V. Suarez/

<b>DATE SIGNED:</b>	02/21/2020
<b>Total Attachments: 10</b> source=142905 Executed Assignment 2018-04-12#page3.tif source=142905 Executed Assignment 2018-04-12#page4.tif source=142905 Executed Assignment 2018-04-12#page5.tif source=142905 Executed Assignment 2018-04-12#page6.tif source=142905 Executed Assignment 2018-04-12#page7.tif source=142905 Executed Assignment 2018-04-12#page8.tif source=142905 Executed Assignment 2018-04-12#page9.tif source=142905 Executed Assignment 2018-04-12#page10.tif source=142905 Executed Assignment 2018-04-12#page11.tif source=142905 Executed Assignment 2018-04-12#page12.tif	

**COPY**

- From Parent  
Application

Attorney Docket 81858/7948

A S S I G N M E N T

We, HARVEY J. NICKERSON, of San Diego, County of San Diego and State of California; RUSSELL D. LEATHERMAN, of Albion, State of Indiana; ANDREW M. NGUYEN, of San Diego, County of San Diego and State of California; SUSAN E. BASCH, of San Diego, County of San Diego and State of California, SERGIO R. PEREZ ARAUJO, of San Diego, County of San Diego and State of California, JOSE MACIAS GALARZA, of Tijuana, State of Baja California, Mexico; BILL MERKT, of San Diego, County of San Diego and State of California; and ADAM A. DUNFORD, of Chula Vista, County of San Diego and State of California, for good and valuable consideration, receipt of which is hereby acknowledged, have assigned and do hereby assign to RAIN BIRD CORPORATION, a California corporation, having a place of business at 145 North Grand Avenue, Glendora, California 91741, its successors, assigns and legal representatives, the entire right, title and interest, in and to all subject matter invented by us and disclosed in the application for Letters Patent of the United States entitled


**MODULAR AND EXPANDABLE IRRIGATION CONTROLLER**

application number 11/022,179, filed on December 23, 2004 and in and to all Letters Patent and all Convention and Treaty rights of all kinds, including the right to claim priority from said application, and all rights in and to any continuation, continuation-in-part, and divisional application therefrom, and any reissue or re-examination as to any Letters 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, and request issuance of all said Letters Patent to the above assignee in accordance with this assignment.

We agree to do all lawful acts, including the execution of all papers and the giving of testimony, necessary or desirable to obtain, sustain, reissue, or enforce said Letters Patent and rights in all countries throughout the world, and to perfect, record, or maintain the title of Assignee, its successors, assigns and legal representatives, to said invention, said application, and any Letters Patent granted for said invention in all countries throughout the world.

We represent and warrant that we have not granted and will not grant to others any rights inconsistent with the rights granted herein, and that said invention, said application, and any Letters Patent granted for said invention are free and clear of all encumbrances and liens.

Dated: 6/3/05

  
\_\_\_\_\_  
HARVEY J. NICKERSON

State of California     )  
                                      ) ss  
County of San Diego    )

On June 3, 2005, before me, Gloria Xefos,

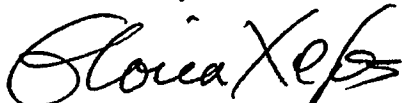
Notary Public, personally appeared HARVEY J. NICKERSON,

☐ personally known to me   or

☒ proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.


WITNESS my hand and official seal.

  
Signature of Notary Public





Dated: 6/3/05

  
\_\_\_\_\_  
ANDREW M. NGUYEN

State of California     )  
                                  ) ss  
County of San Diego    )

On June 3, 2005, before me, Gloria Xefos

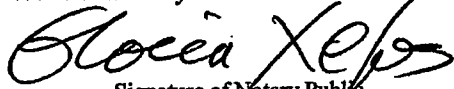
Notary Public, personally appeared ANDREW M. NGUYEN,

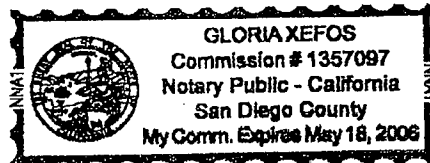
☐ personally known to me   or

☒ proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
Signature of Notary Public



Dated: 6/3/05

Susan E. Basch  
SUSAN E. BASCH

State of California     )  
                                  ) ss  
County of San Diego    )

On June 3, 2005, before me, Gloria Xefos

Notary Public, personally appeared SUSAN E. BASCH,

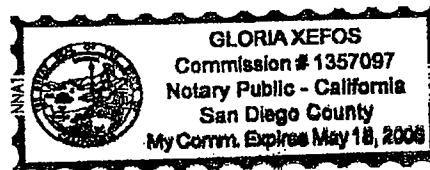
☐ personally known to me or

☒ proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Gloria Xefos  
Signature of Notary Public



Dated: 06/09/05

S. Perez Araujo  
SERGIO R. PEREZ ARAUJO

State of California     )  
                                  ) ss  
County of San Diego    )

On June 9, 2005, before me, Gloria Xefos

Notary Public, personally appeared SERGIO R. PEREZ ARAUJO,

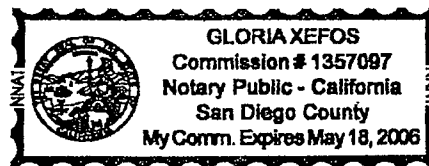
☒ personally known to me or

☒ proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Gloria Xefos  
Signature of Notary Public





Dated: 6/9/05

Jose Macias Galarza  
JOSE MACIAS GALARZA

State of California    )  
                                  ) ss  
County of San Diego    )

On June 9, 2005, before me, Gloria Xefos

Notary Public, personally appeared JOSE MACIAS GALARZA,

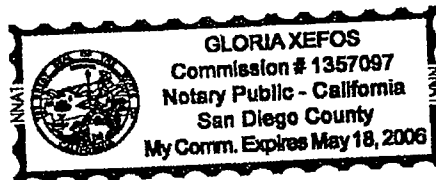
☐ personally known to me or

☒ proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Gloria Xefos  
Signature of Notary Public



**EXECUTION BEFORE NOTARY**

Dated: \_\_\_\_\_ SEE EMPLOYEE'S AGREEMENT  
BILL MERKT

State of California     )  
                                      ) ss  
County of San Diego    )

On \_\_\_\_\_, 2005, before me, \_\_\_\_\_,

Notary Public, personally appeared BILL MERKT,

- ☐ personally known to me   or  
☐ proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

**OR EXECUTION BEFORE WITNESSES**

\_\_\_\_\_, 2005 \_\_\_\_\_  
Date Bill Merkt

Executed in my presence on this \_\_\_\_\_ day of \_\_\_\_\_, 2005 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)

**EXECUTION BEFORE NOTARY**

**Dated:** \_\_\_\_\_

ADAM A. DUNFORD

State of California )  
 ) ss  
County of San Diego )

On \_\_\_\_\_, 2005, before me, \_\_\_\_\_,

**Notary Public, personally appeared ADAM A. DUNFORD,**

☐ personally known to me or

☐ proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

**Signature of Notary Public**

**OR EXECUTION BEFORE WITNESSES**

June 7, 2005 Adam A. Dunford  
Date Adam A. Dunford

Executed in my presence on this 7 day of JUNE, 2005 by the  
aforementioned individual known to me to be the person named in this assignment.

First Witness (Signature)

Jemal Beamer  
Second Witness (Signature)

Mary Lou Rodgers  
First Witness Name (Typed or Printed)

Ismael Betancourt  
Second Witness Name (Typed or Printed)

# EMPLOYEE'S AGREEMENT

THIS AGREEMENT, made this 12 day of MAY, 19 95, by and between

BILL MERKT

hereinafter called "Employee" and

hereinafter called the "Company".

## WITNESSETH:

WHEREAS, the Employee recognizes and acknowledges that an important asset of the Company is its proprietary information which includes sales data, know-how, trade secrets, production methods, and other special information which has not been publicly released, and which the Company desires to remain with it exclusively; and

WHEREAS, the Employee recognizes and acknowledges that everything which an Employee acquires by virtue of his employment, except the salary compensation which is due to him from his employer, belongs to the employer, regardless of how it is acquired, and regardless of whether it is acquired during or after the expiration of the term of his employment; and

WHEREAS, the Employee recognizes and acknowledges that all inventions created by an Employee during the time of his employment or which utilize the Company's resources which relate to the business of the Company, are the property of the Company, and it alone.

NOW, THEREFORE, in consideration of his employment by the Company, the Employee agrees as follows:

### 1. Definitions. As used in this agreement:

(a) "Company" means the Corporation whose name is hereinabove set forth, its successors and assigns, and any of its present or future subsidiaries and organizations controlled by controlling or under common control with it, and shall include any other corporation engaged in the manufacture, sales or distribution of Rain Bird products.

(b) "Confidential Information" means information disclosed to the Employee or known by the Employee as a consequence of, or through his employment by the Company concerning the Company's products, processes, services, customers, organization or procedures including information, whether financial or nonfinancial relating to research, development, inventions, manufacture, purchasing, accounting, engineering, marketing, merchandising, or sales.

(c) "Inventions" means discoveries, concepts and ideas, whether patentable or not, including but not limited to processes, methods, formulas and techniques, as well as improvements thereof or know-how related thereto, developed to any extent whatsoever during Employee's hours of employment or utilizing any of Company's property, equipment, supplies, or information, or concerning any present or prospective activities of the Company with which the Employee becomes acquainted as a result of his employment by the Company.

2. The Employee recognizes and acknowledges that Confidential Information and Inventions are the property of the Company. Except as required by his duties to the Company, the Employee agrees that he will not during or after his employment directly or indirectly use, disseminate, disclose, or discuss any of said Confidential Information or Inventions.

3. Employee agrees to sign any papers or do any acts which the Company may consider necessary to secure to the Company any and all rights related to any inventions including patents or patent applications in the United States or foreign countries. Employee agrees to notify Employer of all inventions by him or participated in by him during the term hereof whether or not covered by (c) above. The questions of inventions shall be determined by the Company or its attorneys.

4. Employee has listed below all inventions made prior to his employment and which are therefore excluded from the coverage of this agreement. It is understood that these disclosures are not made in confidence and that any rights Employee may have are to be determined by the PATENT LAWS of the United States.

5. Upon termination of Employee's employment (whether voluntary or involuntary) with the Company, all documents, records, notebooks, and similar repositories of or containing data related to inventions or Confidential Information including copies thereof, then in Employee's possession, whether prepared by Employee or others, will be left with the Company.

6. Nothing in this Agreement shall require Employee to assign or offer to assign any rights in an invention for which no equipment, supplies, facility, or trade secret information of the Company was used and which was developed entirely on the Employee's own time, and (a) which does not relate (1) to the business of the Company or (2) to the Company's actual or demonstrably anticipated research or development, or (b) which does not result from any work performed by the Employee for the Company.

7. The Employee understands that his employment may be terminated by him or by the Company at any time with or without cause.

8. The Employee hereby authorizes and grants to Rain Bird's insurance carrier or its agent the right to have access to his driving record on file with the Department of Motor Vehicles (or other appropriate agency) and further authorizes them to release this information to Rain Bird or its affiliated companies. He understands this review of his driving record will be conducted periodically while he is employed with any of the Rain Bird Companies. The Employee hereby releases said insurance agency and the Rain Bird companies from all liability for any damages for obtaining access to or releasing any of this information.

IN WITNESS WHEREOF, the Employee has executed this Agreement the day and year first above written.

EMPLOYEE:

B. Merkt

PATENT