

02-09-1999

HEET
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No check

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



100960736

attached original of



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To the Honorable Commissioner of

1. Name of conveying party(ies):

LYLES DIVERSIFIED, INC.

- Individual(s)
- General Partnership
- Corporation-State CALIFORNIA
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

1-25-99

- Assignment
- Security Agreement
- Other TERMINATION & RELEASE OF IP SECURITY INTEREST
- Merger
- Change of Name

Execution Date: OCT. 28, 1998

2. Name and address of receiver

Name: BUCKNER, INC.

01-25-1999

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #47

Internal Address: _____

Street Address: 4381 NORTH BRAWLEY

City: FRESNO State: CA ZIP: 93722

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State CALIFORNIA
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/278,121

B. Trademark registration No.(s)

Additional numbers attached? Yes No

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

Name: MITCHELL S. COHEN

Internal Address: _____

Street Address: RIORDAN & MCKINZIE

300 S. GRAND AVE., 29TH FLOOR

City: LOS ANGELES State: CA ZIP: 90071

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41):..... \$ 40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

CHARLOTTE CHEN

Name of Person Signing

Charlotte Chen

Signature

Nov. 30, 98

Date

Total number of pages comprising cover sheet

7

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This Termination and Release of Intellectual Property Security Interest is dated effective as of October 28, 1998, and is entered into by LYLES DIVERSIFIED, INC., a California corporation ("Lyles") for the benefit of STORM IRRIGATION, INC., a California corporation ("Storm"). Reference is made to certain Assignment of Trademarks dated as of June 25, 1998 and Assignment of Patents dated as of June 25, 1998 (collectively, the "Security Agreements"), which were recorded with the United States Patent and Trademark Office by and between Lyles and Buckner, Inc. a California corporation ("Buckner").

Lyles hereby releases and forever discharges all of its right, title or interest of any kind or nature granted, assigned or conveyed pursuant to the Security Agreements in the patents and trademarks and licenses described below, whether presently existing or hereafter arising or acquired:

(a) The trademarks listed on Schedule "A" hereto, along with any and all (i) renewals thereof, (ii) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past or future infringements thereof, and (iii) rights to sue for past, present and future infringements thereof (collectively, the "Trademarks").

(b) The entire goodwill of the Buckner business and other general intangibles including, without limitation, know-how, trade secrets, customer lists, proprietary information, inventions, methods, procedures and formulae connected with the use of Buckner business and symbolized by the Trademarks.

(c) The patents listed on Schedule "A" hereto, along with any and all (i) renewals thereof, (ii) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past or future infringements thereof, and (iii) rights to sue for past, present and future infringements thereof; and Lyles hereby irrevocably appoints and authorizes Storm to execute any other documents necessary to effectuate the release contained herein and contemplated hereby as its attorney-in-fact.

IN WITNESS WHEREOF, Lyles has caused this Termination and Release Agreement to be duly executed and delivered by its

respective duly authorized officer as of the date first above written.

LYLES DIVERSIFIED, INC.

By: Michael F. Elkins
Michael F. Elkins
Vice President

[NOTARIZED]

EXHIBIT "A"

to that certain
Termination and Release of Intellectual
Property Security Interest

TRADEMARK

TRADEMARK APPLICATION NUMBER

BUCKNER

75 / 278121

PATENT

PATENT NUMBER

Valve Coupling Method
and Apparatus

No. 5,738,131

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

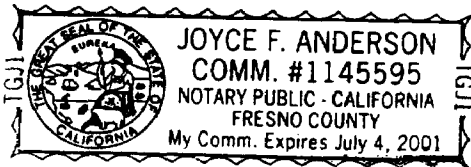
State of California

County of Fresno

On 11-20-98 before me, Joyce F. Anderson
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Michael F. Elkins
NAME(S) OF SIGNER(S)

personally known to me - **OR** - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Joyce F. Anderson
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

TITLE OR TYPE OF DOCUMENT

TITLE(S)

- PARTNER(S) LIMITED
- ATTORNEY-IN-FACT GENERAL
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

RIORDAN & MCKINZIE

79409

ACCT# 22100-01 DATE 11-19-98 INV # BUCKNER

Invoice Description

Amount 40.00

Vendor 10007 CHECK# 79409

40.00

LAW OFFICES

RIORDAN & MCKINZIE

A Professional Corporation

CALIFORNIA PLAZA

300 S. GRAND AVENUE, 29th Floor

LOS ANGELES, CA 90071

Citibank, F.S.B.

333 S. GRAND AVENUE
LOS ANGELES, CALIFORNIA 90071

79409

Check No.

79409

90-7172/395
3222

Forty ----- and No/100 Dollars

DATE

AMOUNT

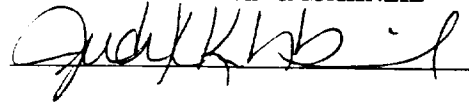
11-20-98

40.00

PAY
TO THE
ORDER
OF

ASST. COMMISSIONER OF TRADEMARKS

GENERAL ACCOUNT
RIORDAN & MCKINZIE



VOID IF NOT CASHED WITHIN 90 DAYS

⑈079409⑈ ⑆322271724⑆ 200001550⑈

RIORDAN & MCKINZIE

ACCT# 22100-01 DATE 11-19-98 INV # BUCKNER

Invoice Description

79409

Amount 40.00

RECORDED: 01/25/1999

TRADEMARK
REEL: 1851 FRAME: 0079