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OVER SHEET

U.S. DEPARTMENT OF COMMERCE

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Patent and Trademark Office

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101001027

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Barry W. Smith

2. Name and address of receiving party(ies):

Name: The W. B. Marvin Manufacturing Company

Internal Address: _____

Additional names(s) of conveying party(ies) ☐ Yes ☒ NoStreet Address: Box 230City: Urbana State: OH ZIP: 43078Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: March 11, 1999

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

60/071,098

09/227,236

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Roger S. Dybvig

Internal Address: _____

04/05/1999 JSHABAZZ 00000025 60071098

01 FC:581

80.00 OP

Street Address: 22 Green StreetCity: Dayton State: OH ZIP: 454026. Total number of applications and patents involved: **2**7. Total fee (37 CFR 3.41):.....\$ 80.00☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☐ Authorized to be charged to deposit account

8. Deposit account number:

04-2221

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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.

Robert H. Earp, III

Name of Person Signing

Signature

March 24, 1999

Date

Total number of pages including cover sheet, attachments, and document: **4**

PATENT

REEL: 9899 FRAME: 0938

3-29-99

ASSIGNMENT

In consideration of TEN DOLLARS (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, I, Barry W. Smith, City of Centerville, County of Warren, and State of Ohio:

Hereby sell, assign and transfer to The W. B. Marvin Manufacturing Company, an Ohio corporation, having a place of business at Box 230, City of Urbana, County of Champaign, State of Ohio, U.S.A., its successors, assigns, and legal representatives, my entire right, title, and interest, for all countries, in and to any and all inventions or improvements which are disclosed and claimed, and any and all inventions or improvements which are disclosed but not claimed in:

- (a) United States Provisional Patent Application No. 60/071,098, filed January 9, 1998 for RADIANT ELECTRIC SPACE HEATER (further identified as Dybvig & Dybvig Docket No. 1797), and
 - (b) United States Patent Application No. 09/227,236, filed January 8, 1999 for RADIANT ELECTRIC SPACE HEATER (further identified as Dybvig & Dybvig Docket No. 1797R) 2/18/99
- (hereafter referred to as "said applications") E.W.S.
2/18/99

and in and to said applications and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent, inventor's certificate, design registration or the like intellectual property rights, in all countries which have been or shall be filed on any of said inventions or improvements disclosed in said applications, and in and to all original and reissued patents, inventor's certificates, design registrations or the like intellectual property rights, which have been or shall be issued for said inventions or improvements;


Authorize said Assignee, The W. B. Marvin Manufacturing Company, its successors, assigns and legal representatives, to apply in its own name in any foreign country for a patent, inventor's certificate, design registration or the like intellectual property right for said inventions or improvements, and sell, assign and transfer to said Assignee, The W. B. Marvin Manufacturing Company, its successors, assigns and legal representatives, all rights of priority obtainable on the basis of the International Convention for the Protection of Industrial Property;

Authorize and request the Commissioner of Patents and

Trademarks to issue to said Assignee, The W. B. Marvin Manufacturing Company, its successors, assigns and legal representatives, in accordance with this assignment, any and all United States Letters Patent on said inventions or improvements, or any of them, disclosed in said application;

Agree that, when requested, without charge to but at the expense of said Assignee, The W. B. Marvin Manufacturing Company, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, we will, for all countries, execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said inventions or improvements; execute all rightful oaths and other papers; communicate to said Assignee, The W. B. Marvin Manufacturing Company, its successors, assigns and legal representatives, all facts known to us relating to said inventions or improvements and the history thereof; testify in all legal proceedings; and generally do everything possible which said Assignee, The W. B. Marvin Manufacturing Company, its successors, assigns or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions or improvements and for vesting title to said inventions or improvements and all applications for patents, inventor's certificates, design registrations and the like intellectual property rights, and all patents, inventor's certificates, design registrations and the like intellectual property rights, on said inventions or improvements, in said Assignee, The W. B. Marvin Manufacturing Company, its successors, assigns and legal representatives; and

Covenant with said Assignee, The W. B. Marvin Manufacturing Company, its successors, assigns, and legal representatives that we have made to others no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed, and that we have full right to convey the same as herein expressed.


Barry W. Smith

STATE OF OHIO :
COUNTY OF WARREN : ss.
:

Before me, this 11TH day of MARCH, 1999, personally appeared Barry W. Smith, to me personally known to be the person who is described in and who executed the above instrument, and he

acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Connie L. Clark
Notary Public

CONNIE L. CLARK, Notary Public
in and for the State of Ohio
My Commission Expires Oct. 16, 2000