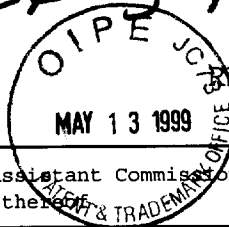


MRP 5-13-99

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PATENTS ONLY



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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

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JAMES R. KLINE and MATTHEW L. COSTICKAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No3. Nature of Conveyance:  
☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: MAY 6, 1999

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

Name: ACUTHERM L.P.

Internal Address:

Street Address: 1766 SABRE STREET

City: HAYWARD, CALIFORNIA

Country U.S.A. Zip: 94545

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

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

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

MAY 6, 1999

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: ROBERT B. CHICKERING, ESQ.

Internal Address: FLEHR HOHBACH TEST  
ALBRITTON & HERBERT LLPStreet Address: SUITE 3400  
FOUR EMBARCADERO CENTER  
City: SAN FRANCISCO  
State: CA Zip: 94111-4187

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): .....\$40.00

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ROBERT B. CHICKERING, ESQ.

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Rev. 8/93 (39811)

PATENT  
REEL: 009961 FRAME: 0214

## ASSIGNMENT

WHEREAS, the undersigned,

(1) JAMES R. KLINE, (2) MATTHEW L. COSTICK,

(hereinafter termed "Inventors"), residents of

(1) MORAGA, (2) PLEASANTON,

respectively, Counties of

(1) CONTRA COSTA, (2) ALAMEDA,

respectively, States of

(1) CALIFORNIA, (2) CALIFORNIA,

respectively, have invented certain new and useful improvements in PROCESS AND APPARATUS FOR INDIVIDUAL ADJUSTMENT OF THE TEMPERATURE SET POINTS OF A PLURALITY OF VAV DEVICES and have executed concurrently herewith an application for a United States patent disclosing and identifying the invention; and

WHEREAS, ACUTHERM L.P. a Limited Partnership of the

State of CALIFORNIA, having a place of business at HAYWARD,

State of CALIFORNIA, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application

and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee this

(1) 6TH day of MAY, 1999, (2) 6TH day of MAY, 1999, respectively.

(1) *James R. Kline*  
JAMES R. KLINE

County of Alameda

, )  
) ss.  
, )

State of CALIFORNIA

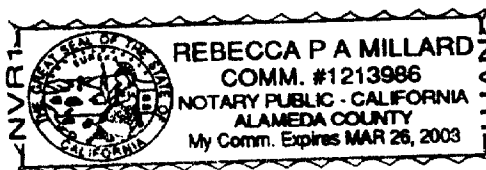
On this 6 day of May, in the year 1999, before me, Rebecca P A Millard, Notary Public of the State of CALIFORNIA, personally appeared (1) JAMES R. KLINE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in his authorized capacity~~(ies)~~, and that by his 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

*Rebecca P A Millard*

(Seal)



(2) Matthew L. Costick  
MATTHEW L. COSTICK

County of Alameda

, )  
) ss.  
, )

State of CALIFORNIA

On this 06 day of May, in the year 1999, before me,  
Rebecca P A Millard, Notary Public of the State of  
CALIFORNIA, personally appeared (3) MATTHEW L. COSTICK,  
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 that he executed the same in his authorized capacity(~~ies~~), and  
that by his 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

Rebecca P A Millard

(Seal)

614495

