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FORM PTO-1595

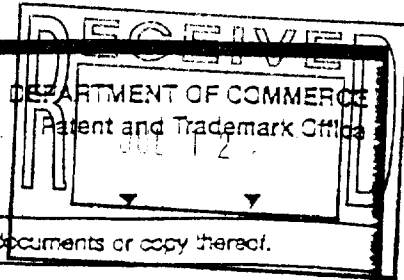
(Rev. 5-93)

OMB No. 0851-0011 (exp. 4-94)

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

AAON, Inc.; An Oklahoma Corporation

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

3. Nature of conveyance:

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

Execution Date: June 30, 1999

2. Name and address of receiving party(ies)

Name: AAON, Inc.; A Nevada Corporation

Internal Address: _____

Street Address: 2425 S. Yukon Ave.

City: Tulsa State: OK ZIP: 74107-2728

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: _____

A. Patent Application No.(s)

B. Patent No.(s) 5,826,641

Additional numbers attached? ☐ Yes ☒ No

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

Name: Molly D. McKay, P.C.

Internal Address: _____

Street Address: 3207 E. 22nd Street

City: Tulsa State: OK ZIP: 74114-

1823

6. Total number of applications and patents involved: 1

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

☒ Enclosed☒ Authorized to be charged to deposit account
only in the event of underpayment

8. Deposit account number:

13-0470

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

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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.

Molly D. McKay
Name of Person SigningMolly D. McKay
Signature

7/7/99

Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT

REF: 010096 FRAME: 0446

ASSIGNMENT

WHEREAS, AAON, Inc., a corporation organized and existing under the laws of the State of Oklahoma and doing business at 2425 South Yukon Avenue, City of Tulsa, in the County of Tulsa, State of Oklahoma 74107-2728, (hereinafter called **ASSIGNOR**); owns an invention entitled

AIR CONDITIONER WITH HEAT WHEEL

for which U.S. Patent No. 5,826,641 was issued on October 27, 1998; and,

WHEREAS, ASSIGNOR, is now the exclusive owner of said invention and the U.S. Patent, and all rights in, to and under the same; and

WHEREAS, AAON, Inc. (hereinafter referred to as **ASSIGNEE**) a corporation organized and existing under the laws of the State of Nevada and doing business at 2425 South Yukon Avenue, Tulsa, Oklahoma 74107-2728, (hereinafter referred to as **ASSIGNEE**), is desirous of acquiring the entire right, title and interest in and to the aforementioned invention and in, to and under any and all Letters Patent of the United States and in any and all foreign countries thereof;

NOW, THEREFORE, this indenture witnesseth that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **ASSIGNOR**, the owner of the invention, has sold, assigned, transferred and set over and does hereby sell, assign, transfer and set over to the said **ASSIGNEE**, the said invention and any and all Letters Patent of the United States, its territorial possessions, and any and all foreign countries which may be granted therefor,

and any and all reissues of said Letters Patent, including the subject matter of any and all claims which may be obtained in every such patent, the same to be held and enjoyed by the said **ASSIGNEE** for its own use and behoof, and for the use and behoof of its successors, assigns, or other legal representatives, to the end of the term or terms for which said Letters Patent of the United States, territories and foreign countries are or may be granted or reissued, as fully and entirely as same would have been held and enjoyed by **ASSIGNOR**, if this assignment and sale had not been made.

AND, ASSIGNOR hereby authorizes and requests the Commissioner of Patents to issue any and all Letters Patent of the United States on said invention, or resulting from said application, and from any and all divisions and continuations thereof to the said **ASSIGNEE**, of the entire interest, and hereby covenants that it has full right to convey the entire interest therein assigned, and that it has not executed and will not execute any agreement in conflict therewith.

AND, ASSIGNOR further hereby covenants and agrees that it will, at any time, upon request, at the expense of said **ASSIGNEE**, execute and deliver any and all papers that may be necessary or desirable to perfect the title to said invention, and to said Letters Patent as may be granted therefor, in said **ASSIGNEE**, its successors, assigns, or other legal representatives, and that if said **ASSIGNEE**, its successors, assigns, or other legal representatives shall desire to file any divisional or continuation application, or to secure a reissue of such Letters Patent, or to file a disclaimer relating thereto, will, upon request, sign all papers, make all rightful oaths, and do all acts requisite for the filing of such divisional or continuing application, or such application for reissue and procuring thereof,

