



101206910

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

1. Name of conveying party(ies)
 Amgad A. Elgowainy

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

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

Internal Address:

Street Address:
 405 Lexington Avenue, 22nd Floor
 New York, New York 10174

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

J0617 U.S. PTO
 09/439726
 11/12/99

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other

Execution Dates: November 5, 1999

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

If this document is being filed together with a new application, the execution dates of the application are: November 5, 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:

J. Richard Konneker, Esq.
 Registration No. 28,867
 KONNEKER & SMITH, P.C.
 660 N. Central Expressway
 Suite 230
 Plano, Texas 75074

6. Total number of applications and patents involved: 1

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

Enclosed

Any deficiencies or overpayments are authorized to be charged to or credited to deposit account

8. Authorization is hereby given to charge any fee deficiencies, or to credit any overpayment to Deposit Account No. 11-1543.

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.

J. Richard Konneker
 Name of Person Signing Signature

NOVEMBER 12, 1999
 Date

Total number of pages comprising cover sheet: 3

ASSIGNMENT

In consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, I the undersigned,

AMGAD A. ELGOWAINY


Hereby sell, assign and transfer to RHEEM MANUFACTURING COMPANY, (hereinafter referred to as the Assignee), a corporation of the state of Delaware, having a place of business at 405 Lexington Avenue - 22nd Floor, New York, New York 10174, its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent, said application having been executed on November 5, 1999, and being entitled "COMBUSTION AIR INTAKE APPARATUS FOR FUEL-FIRED, DIRECT VENT HEATING APPLIANCE", and in and to said application and all divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all utility models, industrial models, certificates of invention, and designs on said improvements;

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue and all other patent applications, and all other like rights of exclusion in any country on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and vesting title to said improvements

and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

IN TESTIMONY WHEREOF, I have duly executed this assignment this 5th day of November, 1999.



Amgad A. Elgowainy

STATE OF ILLINOIS)
)S.S.
COUNTY OF Cook)

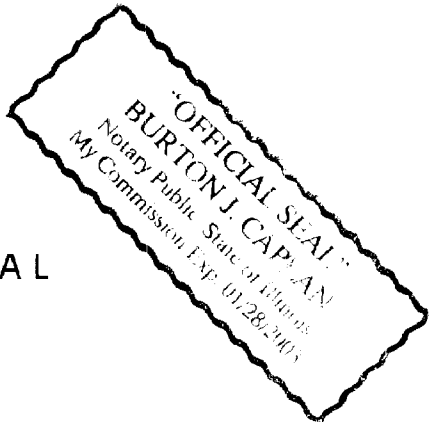
BEFORE ME, the undersigned authority, on this day personally appeared Amgad A. Elgowainy, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 05th NOV day of Nov., 1999.



Notary Public

My Commission Expires:
1-28 2003



SEAL