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**PATENT** 

**REEL: 010485 FRAME: 0822** 

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| FORM PTO-1619B<br>Expires 06/30/99<br>OMB 0651-0027   | Page 2   | U.S. Department of Commerce Patent and Trademark Office PATENT |
|---|--|--|
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| To the best of my knowledge and be attached copy is a true copy of the cindicated herein.  JOHN W KEPLER III  |  |  |
| Name of Person Signing  | Signature  | Date   |

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PATENT REEL: 010485 FRAME: 0823

## ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, I, the undersigned, Brian Berger, a citizen of the United States, residing at 806 Legends View Drive, Eureka, Missouri 63025, (hereinafter "Assignor"), who having created certain invention for which an application for United States Letters Patent, entitled:

## REGISTER ASSEMBLY FOR COVERING AN AIR DUCT OPENING

|   | for which the application for U.S. Letters Patent has been executed on even date herewith; or                    |
|---|--|
| X | for which the application for U.S. Letters Patent was filed on July 2, 1999 as Application Serial No. 09/347,682 |

Do hereby sell, assign and transfer to: Innovative Vent Solutions, Inc., a corporation of Missouri, located at 50 Midwest Industrial Drive, Pacific, Missouri 63069, (hereinafter "Assignee"), its successors, assigns, and legal representatives, the full and exclusive right to said invention and said application and to any and all inventions described in said application for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all foreign countries; and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions, agreements, acts, and treaties;

I authorize Assignee to apply for and receive Letters Patent for such protection in its own name, in the United States, its territorial possessions, and all foreign countries; and

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that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said Assignee, but without charge to Assignee, its successors, assigns and legal representatives, the undersigned will execute all continuations-in-part, continuations, divisions, substitutes, reissues, and extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings; communicate to said Assignee, its successors, assigns, and legal representatives all facts known to the undersigned relating to said legal representatives all facts known to the undersigned relating to said invention and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said invention and for vesting title to said invention and all applications for patents on said invention 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.

Signature of sole inventor:

Brian Berger

Witness

Witness

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## ASSIGNMENT

THIS AGREEMENT, entered into as of the date of last signature below, is between the following parties:

Brian Berger, a citizen of the United States, residing at 806 Legends View Drive, Eureka, Missouri 63025, (hereinafter "ASSIGNOR")

and

Innovative Vent Solutions, Inc., a corporation of Missouri, located at 50 Midwest Industrial Drive, Pacific, Missouri 63069, (hereinafter "ASSIGNEE").

WHEAREAS, ASSIGNEE wishes to acquire all right, title and interest in U.S. Letters Patent No. 5,984,776 issued on November 16, 1999, and entitled REGISTER ASSEMBLY FOR COVERING AN AIR DUCT OPENING, including any reexaminations, reissues, continuations, or divisions thereof (hereinafter the "PATENT");

WHEREAS, ASSIGNEE wishes to acquire all right, title, and interest to the PATENT.

NOW, THEREFORE, the parties agree as follows:

- 1. ASSIGNOR, in consideration of payment by ASSIGNEE of one dollar (\$1.00) and other good and valuable consideration, assigns and conveys all right, title and interest in the PATENT to ASSIGNEE including all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Agreement
- 2. ASSIGNEE shall file such notices or registration with the United States Patent and Trademark Office as are necessary to perfect the agreement, all costs to be borne by ASSIGNEE. ASSIGNOR agrees to sign or otherwise execute all such documents.

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| <ol><li>IN WITNESS WHEREOF, this agreement</li></ol> | is executed | below by an | authorized |
|--|-------------|-------------|------------|
| representative of each party.                        |             |             |            |
|  | ,           |             |            |

Date:

Innovative Vent Solutions, Inc. (ASSIGNEE).
By: Frank Franker

Date:

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**PATENT RECORDED: 12/28/1999 REEL: 010485 FRAME: 0827**