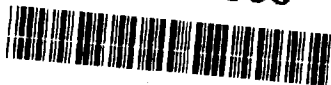


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FORM PTO-1619A  
Expires 06/30/99  
OMB 0651-0027



U.S. Department of Commerce  
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- Assignment  Security Agreement
  - License  Change of Name
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#### Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1)	<input type="text" value="Penn Venilation, Inc."/>	Execution Date Month Day Year	<input type="text" value="12 30 99"/>
Name (line 2)	<input type="text"/>	Execution Date Month Day Year	<input type="text"/>
<b>Second Party</b>			
Name (line 1)	<input type="text"/>		
Name (line 2)	<input type="text"/>		

#### Receiving Party

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Name (line 1)	<input type="text" value="Penn Acquisition Corp."/>	<input type="checkbox"/> If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)
Name (line 2)	<input type="text"/>	
Address (line 1)	<input type="text" value="c/o Tompkins Industries, Inc."/>	
Address (line 2)	<input type="text" value="4801 Springfield Street"/>	
Address (line 3)	<input type="text" value="Dayton"/> <input type="text" value="Ohio"/> <input type="text" value="45431"/>	
	<small>City State/Country Zip Code</small>	

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Enter for the first Receiving Party only.

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Address (line 1)

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**PATENT**  
**REEL: 010531 FRAME: 0367**

**Correspondent Name and Address**

Area Code and Telephone Number (212) 735-2203

Name Diane J. Kasselmann

Address (line 1) Skadden, Arps, Slate, Meagher & Flom LLP

Address (line 2) Four Times Square

Address (line 3) New York, New York 10036-6522

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. # 5

**Application Number(s) or Patent Number(s)**  Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

**Patent Application Number(s)**

**Patent Number(s)**

			5254034	5512809	
			5336050	5707209	
			5060557		

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT PCT PCT  
PCT PCT PCT

**Number of Properties** Enter the total number of properties involved. # 5

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$ 200.00

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 19-2385

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Diane J. Kasselmann

January 18, 2000

Name of Person Signing

Signature

Date

## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT is made and effective as of this 30<sup>th</sup> day of December, 1999, from Penn Ventilation, Inc., a Delaware corporation ("Penn").

WHEREAS, Falcon Building Products, Inc., a Delaware corporation ("Parent"), Hart & Cooley, Inc., a Delaware corporation ("Hart & Cooley"), Warrior Glass & Aluminum Co., Inc., a Tennessee corporation ("Warrior"), Penn and Penn Ventilation, Ltd./Penn Ventilation, Ltee, a Quebec corporation ("Penn Canada" and together with Hart & Cooley, Warrior and Penn the "Sellers"), H&C Acquisition Corp., a Delaware corporation ("Purchaser"), and Tomkins Industries, Inc., an Ohio corporation ("Tomkins") have entered into an Asset Purchase and Sale Agreement, dated as of December 30, 1999 (the "Agreement"), pursuant to which the Sellers have agreed to execute and deliver to Purchaser at Closing, assignments of all Intellectual Property (as defined in the Agreement), including, without limitation, all Intellectual Property listed in Schedule 3.15.

WHEREAS, Purchaser has assigned certain of its rights and obligations under the Agreement to Penn Acquisition Corp., a Delaware corporation and an affiliate of Purchaser ("Penn Acquisition"); provided, that such assignment shall not impair, modify or otherwise affect the liabilities of Purchaser in respect of such rights and obligations under the Agreement.

NOW, THEREFORE, for and in consideration of the transactions contemplated by the Agreement, Penn does hereby assign unto Penn Acquisition, pursuant to, subject to and in accordance with the terms and provisions of the Agreement, and subject to the Assumed Liabilities, all of its right, title, and interest in and to:

- (i) the patents, patent registrations, and patent applications set forth in Schedule A attached hereto (the "Patents");
- (ii) all reissues, divisions, reexaminations, continuations, continuations-in-part, or extensions of the foregoing Patents;
- (iii) all causes of actions, claims and demands or other rights for, or arising from, any infringement, including the right to sue for any past, present or future infringement of the Patents and related claims, including the right to sue for injunctive relief and to collect damages; and

(iv) all rights corresponding thereto throughout the world.

From time to time after the date hereof, at the request of the other party hereto (which for such purposes, shall include any successor to such party or to substantially all its assets), and at the expense of the party so requesting, each of the parties hereto shall execute and deliver to such requesting party such documents and take such other action as such requesting party may reasonably request in order to consummate more effectively the transactions contemplated hereby.

Recourse under this Patent Assignment is limited by, and subject to, the terms and conditions of the Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment to be duly executed by its authorized officer as of the day and year first above written.

PENN VENTILATION, INC.

By:            *Gus J. Athas*             
Name:  
Title:

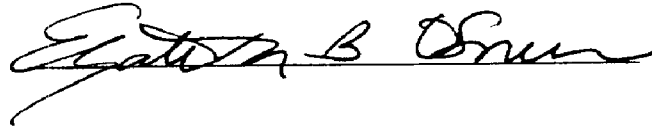
STATE OF )

) ss.:

COUNTY OF )

I, a notary public, in and for the county and state aforesaid, do hereby certify that Gus J. Athas personally known to me to be the Vice President of Penn Ventilation, Inc., appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument pursuant to authority granted to him/her by said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 30 day of December, 1999.



Notary Public

My commission expires: \_\_\_\_\_

**ELIZABETH OSMON**  
Notary Public, State of New York  
No. 01OS6012161  
Qualified in New York County  
Commission Expires August 24, 2000

**Schedule of Patents Owned by  
Penn Ventilation, Inc.**

COUNTRY	TITLE OF PATENT	PATENT NO. (APPLN. NO.)	ISSUE DATE (FILING DATE) mdy	RECORD OWNER
US	ADJUSTABLE WIDTH LOUVER	5,254,034 (07/691,555)	10/19/93 (04/25/91)	PENN VENTILATOR COMPANY, INC.
US	VENTILATOR FAN DEVICE	5,336,050 (08/058,976)	08/09/94 (05/06/93)	PENN VENTILATOR, INC.
CA		(2123025)	Published on 11/7/94  Filed on 5/6/94	GUIDA JOSEPH (US) ODEH HANI M (US)
US	SMOKE DAMPER BLADE SEAL	5,060,557 (07/470,644)	10/29/91 (01/26/90)	PENN VENTILATOR COMPANY, INC.
US	APPARATUS AND METHOD FOR STARTING AND CONTROLLING A MOTOR	5,512,809 (08/289,070)	04/30/96 (08/11/94)	PENN VENTILATOR, INC.
CA		(2155810)	Published on 2/12/96  Filed on 8/10/95	PENN VENTILATOR CO INC.
US	CENTRIFUGAL VENTILATOR FAN	5,707,209 (08/730,691)	01/13/98 (10/11/960)	PENN VENTILATOR CO INC.
CA		(2217829)	Published appln on 04/11/98  Filed: 10/09/97	PENN VENTILATOR CO INC.