TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type
- [x] New
- [ ] Resubmission (Non-Recordation)
- [ ] Correction of PTO Error
  - Reel #
  - Frame #
- [ ] Corrective Document
  - Reel #
  - Frame #

Conveyance Type
- [x] Assignment
- [ ] Security Agreement
- [ ] License
- [ ] Change of Name
- [ ] Merger
- [ ] Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)
- [ ] Departmental File
- [ ] Secret File

Conveying Party(ies)

Name (line 1) Penn Venilation, Inc.
Name (line 2) 
Second Party
Name (line 1) 
Name (line 2) 

Receiving Party

Name (line 1) Penn Acquisition Corp.
Name (line 2) 
Address (line 1) c/o Tompkins Industries, Inc.
Address (line 2) 4601 Springfield Street
Address (line 3) Dayton Ohio 45431

Domestic Representative Name and Address
Enter for the first Receiving Party only.

Name 
Address (line 1) 
Address (line 2) 
Address (line 3) 
Address (line 4) 

FOR OFFICE USE ONLY

02/09/2000 DMNGUYEN 00000179 5254034
01 FC:581 200.00 DP

Public burden reporting for this collection of information is estimated to average approximately 10 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0601-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package, 0601-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

PATENT
REEL: 010531 FRAME: 0367
Correspondent Name and Address  
Name: Diane J. Kasselman  
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).  

<table>
<thead>
<tr>
<th>Patent Application Number(s)</th>
<th>Patent Number(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>5254034</td>
<td>5512809</td>
</tr>
<tr>
<td>5336050</td>
<td>5707209</td>
</tr>
<tr>
<td>5060557</td>
<td></td>
</tr>
</tbody>
</table>

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.  

Patent Cooperation Treaty (PCT)  
Enter PCT application number only if a U.S. Application Number has not been assigned.  

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 ✓  
(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. Kasselman  
Name of Person Signing  
Signature  
Date January 8, 2000
PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT is made and effective as of this 30th 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: ____________________________
Name: Gus F. Athas
Title:
I, a notary public, in and for the county and state aforesaid, do hereby certify that Gus A. Atha 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.

[Signature]

Notary Public

My commission expires: ________________

ELIZABETH OSMUN
Notary Public, State of New York
No. 61098012161
Qualified in New York County
Commission Expires August 24, 2000
## Schedule of Patents Owned by
### Penn Ventilation, Inc.

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