

02-11-2000

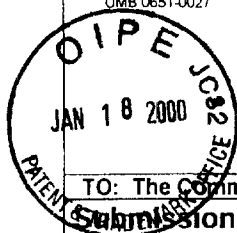
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101264360

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

U.S. Department of Commerce
Patent and Trademark Office
PATENT



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1,118.00

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

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID# _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
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Conveyance Type

- 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)

Mark if additional names of conveying parties attached

Name (line 1)	Execution Date		
	Month	Day	Year
Penn Venilation, Inc.	12	30	99
Name (line 2)			

Second Party

Name (line 1)	Execution Date		
	Month	Day	Year
Name (line 2)			

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) Lau Industries, Inc. 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) _____

Address (line 1) c/o Tompkins Industries, Inc.

Address (line 2) 4801 Springfield Street

Address (line 3) Dayton Ohio 45431
City State/Country Zip Code

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 DNGUYEN 00000177 4411453

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360.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 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 (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, 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: 0374

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. # 6

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<u>4411453</u>	<u>4977884</u>	<u>5810557</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<u>4253796</u>	<u>4987882</u>	<u>4586486</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<u>4475534</u>	<u>5292353</u>	<input type="text"/>

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 97US12254 PCT PCT

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

Number of Properties Enter the total number of properties involved. # 9

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 360.00

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 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 Lau Industries, Inc., a Delaware corporation and an affiliate of Purchaser ("Lau"); 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 Lau, 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:

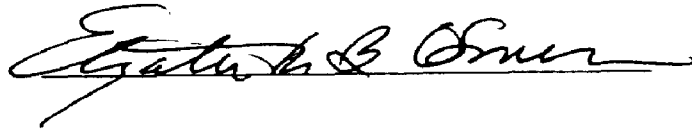
STATE OF)

) ss.:

COUNTY OF)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Gus 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 OSMUN
Notary Public, State of New York
No. 01068012161
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	FAN OF BLOWER ASSEMBLY	4,411,453 (06/190,081)	10/25/83 (09/23//80)	PENN VENTILATION COMPANIES, INC.
US	FAN OR BLOWER ASSEMBLY	4,253,796 (05/940,121)	03/03/81 (09/06/78)	PENN VENTILATION COMPANIES, INC.
US	VENTILATING SYSTEM FOR KITCHEN STOVE	4,475,534 (05/965,094)	10/09/84 (11/30/78)	PENN VENTILATOR, INC.
US	FAIL-SAFE BLOWER DRIVE FOR ROOF MOUNTED KITCHEN HOOD GREASE EXHAUST	4,977,884 (07/475,246)	12/18/90 (02/05/90)	PENN VENTILATOR, INC.
CA		2026411 (2026411)	03/29/94 (09/27/90)	RENCO SYSTEMS INC.
US	ROOF MOUNTED KITCHEN HOOD GREASE EXHAUST	4,987,882 (07/475,223)	01/29/91 (02/05/90)	PENN VENTILATOR, INC.
CA		2026423	03/29/94 (09/27/90)	RENCO SYSTEMS INC.
US	AIR SCRUBBER	5,292,353 (07/725,591)	03/08/94 (07/03/91)	PENN VENTILATOR, INC.
US	FAN WHEEL FOR AN INLINE CENTRIFUGAL FAN	5,810,557 (08/792,796)	09/22/98 (01/03/97)	THE PENN VENTILATION COMPANIES, INC.
CA		(2260998)	Published appln on 01/29/98 Filed: 07/10/97	PENN VENTILATION COMPANIES, INC.
MALAY SIA		(08/792,796)	(07/16/97)	Unable to confirm this country

COUNTRY	TITLE OF PATENT	PATENT NO. (APPLN. NO.)	ISSUE DATE (FILING DATE) mdy	RECORD OWNER
PCT		(97US12254)	(07/10/97)	AAF MCQUAY INC.
AU		(9737996)	(02/10/98)	AAF MCQUAY INC.
US	MULTILEVEL AIR DISTRIBUTION PANEL FOR AIR VENTILATION HOOD	4,586,486 (06/628,290)	05/06/86 (07/06/84)	NATIONAL AIR SYSTEMS, INC.
CA		1240874 (473,894)	08/23/88 (02/08/88)	NATIONAL AIR SYSTEMS INC.