

04-10-2000

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Form PTO-1595

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Patent and Trademark Office

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

<p>1. Name of conveying party(ies): Roger D. Marran</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <u>Energy Kinetics, Inc.</u></p> <p>Internal Address:</p> <p>Street Address: <u>51 Molasses Hill Road</u></p> <p>City: <u>Lebanon</u> State: <u>New Jersey</u> Zip: <u>08833</u> Country: _____</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date(s): <u>March 10, 2000</u></p>	
<p>4. Application number(s) or patent number(s): If this document is being filed together with a new application, the Execution date(s) of the new application is (are): _____</p> <p>A. Patent Application No.(s): <u>09/469,365</u> B. Patent No.(s): _____</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP</p> <p>Internal Address: <u>Atty. Dkt.: E6500.0009/P009</u> <u>Attn: Mark J. Thronson</u></p> <p>Street Address: <u>2101 L Street NW</u></p> <p>City: <u>Washington</u> State: <u>DC</u> Zip: <u>20037 - 1526</u></p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 C.F.R 3.41) \$ <u>\$40 00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Credit any overpayment or debit any underpayment</p> <p>8. Deposit account number: <u>4 - 1073</u></p>
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<p>9. Statement and signature.</p> <p><i>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.</i></p> <p><u>Mark J. Thronson</u> Signature Date: <u>April 3, 2000</u></p> <p>Reg. No. <u>33,082</u></p>	
<p>Total number of pages including cover sheet, attachments, and document: <u>4</u></p>	

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ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, by Roger D. Marran ("Assignor"), residing at

X 184 Old Turnpike Rd

Califon, NJ 07830

WHEREAS, Assignor has invented certain new and useful improvements in HEATING APPARATUS, HOUSING AND STAND, set forth in an application for Letters Patent of the United States, filed with the U.S. Patent and Trademark Office on December 22, 1999 (Ser. No. 09/469,365); and

WHEREAS, Energy Kinetics, Inc. ("Assignee"), having a place of business at 103 Molasses Hill Road, Lebanon, New Jersey 08833, is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

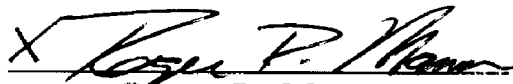
AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignor hereby requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for

recordation of this document: Gary M. Hoffman, 26,411; Thomas J. D'Amico, 28,371; Donald A. Gregory, 28,954; James W. Brady Jr., 32,115; Jon D. Grossman, 32,699; Mark J. Thronson, 33,082; Jeremy A. Cubert, 40,399; Laurence E. Fisher, 37,131; Brian A. Lemm, 43,748; Gianni Minutoli, 41,198; Edwin Oh, P-45,319; Eric Oliver, 35,307; William E. Powell III, 39,803; Paul L. Ratcliffe, 45,290; Mark E. Strickland, 45,138 and Salvatore P. Tamburo, P-45,153, all of Dickstein Shapiro Morin & Oshinsky LLP.

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

X 
Roger D. Marran

Date X 3/10/00

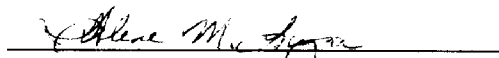
:

United States of America)

State NEW JERSEY)ss.:

County HUNTERDON)

On this 13 day of MARCH, 2000, before me personally came Roger D. Marran, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.


Notary Public