

09-06-2000

ATTY DOCKET NO. 101338-13

7-28-00

RECO



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101449539

To the Assistant Commissioner for Patents and Trademarks or a copy thereof.

the attached original documents

1. Name of conveying party(ies):

- a) David L. Gilvar
- b) Steven G. Landry
- c) Steven P. Harter



2. Name and address of receiving party(ies):

Name: Microtherm, LLC
 Street Address: 70 Walnut Street
 City: Wellesley
 State: MA Zip: 02181

Additional name(s) of conveying party(ies) attached?

Yes No

3. Nature of conveyance:

- Assignment Security Agreement
- Merger Change of Name
- Other:

Execution Date: June 28, 2000 and July 20, 2000

Additional name(s) & address(es) attached?

Yes No

4. Application number(s) or patent number(s): (If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No(s): 09/572,878

B. Patent No(s):

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Atty. Name: Ronald E. Cahill
 Firm Name: Nutter, McClennen & Fish, LLP
 Street Address: One International Place
 City/State: Boston, MA
 Zip Code: 02110-2699

6. Total number of applications and patents involved? 1

7. Total fee (37 CFR 3.41): \$40.00
- Fee Enclosed
 - Charge Deposit Account No. 141449
 - The Commissioner is hereby authorized to charge underpayment/credit overpayment to Deposit Account No. 141449.

(Attach duplicate copy of this page if paying fees by Deposit Account)

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10:00 GP

DO NOT USE THIS SPACE

9. 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.)

Ronald E. Cahill
Name of Attorney/Agent

Signature

7/26/00
Date

Total number of pages including cover sheet: 5

ASSIGNMENT

Whereas we, the undersigned, David L. Gilvar, Steven G. Landry and Steven P. Harter, hereby have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled Self-Optimizing Device for Controlling a Heating System, identified as Attorney Docket No. 101338-13, and Client Case No. 101338-13, which application was filed on May 18, 2000 and assigned Application No. 09/572,878. In the event that the filing date and Application No. are not entered above at the time I execute this document, and if such information is deemed necessary, I hereby authorize and request my attorneys at Nutter, McClennen & Fish, LLP, One International Place, Boston, Ma 02110-2699, to insert above the Filing Date and Application No. of said application.

Whereas, Microtherm, LLC, a Massachusetts corporation having a place of business at 70 Walnut Street, Wellesley, MA 02181, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited;

Now, therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer and convey to Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, reissue and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell

anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment as an instrument under seal on the dates indicated next to our names.

Dated: 7/20/00

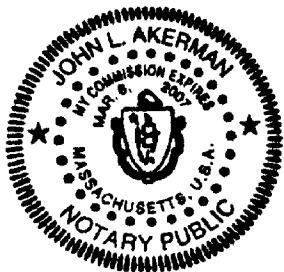
David L. Gilvar
David L. Gilvar

State or Commonwealth of MASS.

County of MIDDLESEX

On this 20 day of JULY, 2000, before me appeared David L. Gilvar, to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed.

John L. Akerman
Notary Public
My Commission Expires:



[seal]

Dated: 6/28/00

Steven G. Landry
Steven G. Landry

State or Commonwealth of NEW HAMPSHIRE

County of HILLSBOROUGH


On this 28th day of JUNE, 2000, before me appeared Steven G. Landry, to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed.

Carola Drescher
Notary Public CAROLA DRESCHER
My Commission Expires:

[seal]

MY COMMISSION EXPIRES
NOVEMBER 18, 2003

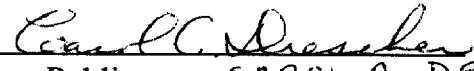
Dated: JUNE 28, 2000


Steven P. Harter

State or Commonwealth of NEW HAMPSHIRE

County of HILLSBOROUGH

On this 28th day of JUNE, 2000, before me appeared Steven P. Harter, to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed.


Notary Public CAROL A. DRESCHER
My Commission Expires:

[seal]

MY COMMISSION EXPIRES
NOVEMBER 18, 2003

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