|   | 26-2001 <sub>ET</sub>                                     |
|---|---|
| 2-2-0\  |   |
| To the Honorable commissioner of Pat  |   |
|   | 320398  |
| 1. Name of conveying party(ies): Mark J. Walz and   | 2. Name and address of receiving party(ies):              |
| Jeffrey Ackerman  | Name: GenRad, Inc.  |
| <b>,</b>  | n   |
|   | 003   |
| Additional name(s) of conveying   | Street Address: 7 Technology Park Drive                   |
| party(ies) attached? Yes X No   | City: Westford  |
|   | City. Westfold  |
| 3. Nature of conveyance:  | State: MA Zip: 01886-0033                                 |
| _X Assignment   |   |
| Merger  |   |
| Security Agreement Change of Name   |   |
| Other   | Additional name(s) & address(es)                          |
|   | attached? Yes X No  |
| Execution Date: February 1, 2001  |   |
| 4. Application number(s) or patent number(s):   | 09 175923   |
| If this document is being filed together with a new a   |   |
| date of the application is: February 1, 2001  | ppheation, the execution                                  |
| and of the approximent to the time, a, and  |   |
| A. Patent Application No.(s)  | B. Patent No. (s)   |
|   |   |
| Additional numbers attached   | ?YesXNo   |
| 5. Name and address of party to whom  | 6. Total number of applications and                       |
| correspondence concerning document should be  | patents involved:1  |
| mailed:   | 7. Total fee (37 CFR 3.41)\$40.00                         |
| Name: Edwin H. Paul, Cesari and McKenna, LLP  | X Enclosed  |
| Name. Edwin 11. 1 dai, Court Man  | Authorized to be charged to deposit                       |
| Street Address: 88 Black Falcon Avenue  | account   |
| 7: 02210  | 8. Deposit account no. 03-1237 (Attach duplicate          |
| City: Boston State: MA Zip: 02210   | copy of this page if paying by deposit account)           |
| DO NOT U  | SE THIS SPACE   |
|   |   |
|   |   |
| 9. Statement and signature.  To the best of my knowledge and belief, the foregoing information copy of the original document. | ation is true and correct and any attached copy is a true |
| Edwin H. Paul   | 2-2-2001  |
| Edwin H. Paul Reg. No. 31,405   | $\frac{2-2-2\infty \ell}{\text{Date}}$                    |
| Lawii 11. 1 au.   | Total number of pages comprising cover sheet: 1           |

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PATENT REEL: 011527 FRAME: 0881

## ASSIGNMENT

Whereas We, Mark J. Walz, whose residence address is 63 Colburn Street, Northborough, Massachusetts 01532 and Jeffrey Ackerman, whose residence address is bottom st midward have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled Convective Heater Employing Foamed-Metal Diffuser, identified by Cesari and McKenna File No. 16384-0336, which application was executed by us on <a href="#">I FEBRUARY 2001</a>; and

Whereas GenRad, Inc., whose address is 7 Technology Park Drive, Westford, MA 01886-0033, 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 our 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, continuation-in-part, 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 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

PATENT REEL: 011527 FRAME: 0882 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.

| 1 FEBRUARY 2001          | Mark J. Weh            |
|--------------------------|------------------------|
| Date                     | Mark J. Walz, Loventor |
|                          |                        |
| Commonwealth of Massachu | setts )                |

Commonwealth of Massachusetts ) )ss. County of  $M_1$  deleged )

On this \_\_\_\_ day of \_\_\_\_\_, 2001, before me appeared Mark J. Walz, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Katherine a Willow Notary Public

[seal]

| Date Jeffrey Ackerman, Inventor  |
|--|
| Commonwealth of Massachusetts ) )ss.   |
| County of MiddleSex )  |
| On this day of February, 2001, before me appeared Jeffrey Ackerman, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and leed. |
| Katherine a Wilom<br>Notary Public   |
| [seal]   |

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**PATENT REEL: 011527 FRAME: 0884** 

**RECORDED: 02/02/2001**