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To the Commissioner for Patents: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies)</p> <p>Larry D. Kidd Eric M. Lannes</p> <p>Additional name(s) and address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: The Water Heater Industry Joint Research and Development Consortium</p> <p>Internal Address:</p> <p>Street Address: 2513 Fauquier Lane Reston, Virginia 20191</p> <p>Additional name(s) and 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</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p>Other</p> <p>Execution Date: 03/12/01</p>	

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) 09/801,551	B. Patent No. (s)
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Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>J. Richard Konneker, Esq. Registration No. 28,867 KONNEKER & SMITH, P.C. 660 N. Central Expressway Suite 230 Plano, Texas 75074</p>	<p>6. Total number of applications and patents involved: 1</p>
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7. Total fee (37 CFR 3.41)..... \$ 40.00

Enclosed

Any deficiencies or overpayments are authorized to be charged to or credited to deposit account

8. Authorization is hereby given to charge any fee deficiencies, or to credit any overpayment to Deposit Account No. 11-1543.

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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.

J. Richard Konneker *J. RICHARD KONNEKER* 4/25/01

Name of Person Signing Signature Date

J. RICHARD KONNEKER Total number of pages comprising cover sheet: 6

ASSIGNMENT

In consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, we the undersigned,

Gordon W. Stretch
John H. Scanlon
Gary A. Elder
James T. Campbell
Larry D. Kidd
Eric M. Lannes

Hereby sell, assign and transfer to THE WATER HEATER INDUSTRY JOINT RESEARCH AND DEVELOPMENT CONSORTIUM, (hereinafter referred to as the Assignee), an unincorporated business association, having a place of business at 2513 Fauquier Lane, Reston, Virginia 20191, its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent, said application having been executed on 3/1/01 and 3/5/01, and entitled "FUEL-FIRED HEATING APPLIANCE WITH COMBUSTION CHAMBER TEMPERATURE-SENSING COMBUSTION AIR SHUTOFF SYSTEM", and in and to said application and all divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all utility models, industrial models, certificates of invention, and designs on said improvements;

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue and all other patent applications, and all other like rights of exclusion in any country on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything

possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.


IN TESTIMONY WHEREOF, we have duly executed this assignment on the date(s) indicated below.

Gordon W. Stretch


John H. Scanlon

Gary A. Elder

James T. Campbell



Larry D. Kidd



Eric M. Lannes

STATE OF ALABAMA)
)S.S.
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared Gordon W. Stretch, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this _____ day of _____, 2001.

Notary Public

My Commission Expires:

SEAL

STATE OF ALABAMA)
)S.S.
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared John H. Scanlon, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this _____ day of _____, 2001.

Notary Public

My Commission Expires:

SEAL

STATE OF ALABAMA)
)S.S.
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared Gary A. Elder, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this _____ day of _____, 2001.

Notary Public

My Commission Expires:

SEAL

STATE OF ALABAMA)
)S.S.
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared James T. Campbell, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this _____ day of _____, 2001.

Notary Public

My Commission Expires:

SEAL

STATE OF MICHIGAN)
)S.S.
COUNTY OF Berry)

BEFORE ME, the undersigned authority, on this day personally appeared Larry D. Kidd, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 12th day of March, 2001.

Kelly S. Lawson
Notary Public
My Commission Expires:
7-31-02

SEAL

STATE OF MICHIGAN)
)S.S.
COUNTY OF Berry)

BEFORE ME, the undersigned authority, on this day personally appeared Eric M. Lannes, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 12th day of March, 2001.

Kelly S. Lawson
Notary Public
My Commission Expires:
7-31-02

SEAL