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

<p>1. Name of conveying party(ies): Bryan J. Hubbard, Eldon F. Mockry and Ohler L. Kinney, Jr.</p> <p><i>10/11/01</i></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>The Marley Cooling Tower Company</u> Internal Address: _____ _____ Street Address: <u>5800 Foxridge Drive</u> _____ City: <u>Mission</u> State/Country: <u>KS</u> ZIP: <u>66202</u></p> <p>Additional name(s) &amp; 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: <u>October 11, 2001</u></p>	

4. Application number(s) or patent number(s): *09/973732*

If the document is being filed together with a new application, the execution date of the application is: October 11, 2001

A. Patent Application No(s). \_\_\_\_\_ B. Patent No(s). \_\_\_\_\_

Additional numbers attached?  Yes  No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>PEPPER HAMILTON LLP</u> Internal Address: _____ _____ Street Address: <u>600 Fourteenth Street, N.W.</u> _____ City: <u>Washington</u> State: <u>DC</u> ZIP: <u>20005-2004</u></p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) <u>\$40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>50-0436</u></p>
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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.*

Dennis P. Cawley, Registration No. 44,598  
Name and Registration No. of Person Signing

*[Signature]*  
Signature

10/4/01  
Date

Total number of pages: 4

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PATENT  
REEL: 012251 FRAME: 0262

**ASSIGNMENT**

**WHEREAS** We, Bryan J. Hubbard, Eldon F. Mockry and Ohler L. Kinney, Jr., having an address of 9020 W. 116<sup>th</sup> Street, Overland Park, KS 66210; 12816 W. 100 St., Lenexa, KS 66215; and 5255 W. 121<sup>st</sup> St., Overland Park, KS 66209, respectively, ("Assignor"), have made a certain new and useful invention as set forth in an application for United States Letters Patent entitled AIR-TO-AIR ATMOSPHERIC EXCHANGER FOR CONDENSING COOLING TOWER EFFLUENT, executed by me on the date of execution of this document, as shown below, and filed concurrently herewith;

**OR**

for which an application for United States Letters Patent was filed on \_\_\_\_\_, and identified by United States Serial No. \_\_\_\_\_;

**AND WHEREAS**, The Marley Cooling Tower Company, having an address of 5800 Foxridge Drive, Mission, KS 66202, ("Assignee"), is desirous of acquiring the entire right, title and interest in and to said invention, and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefor;

**NOW, THEREFORE**, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, and assigns, the entire right, title and interest in and to said invention, including the right to claim priority under 35 U.S.C. §119 and the right to sue for past infringement, as set forth in the above-mentioned application, including any continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and in and to any and all patents of the United States and foreign countries which may be issued for said invention;

**UPON SAID CONSIDERATION**, Assignor hereby agrees with the said Assignee that Assignor will not execute any writing or do any act whatsoever conflicting with these presents, and that Assignor will, at any time upon request, without further or additional consideration but at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of Assignor and Assignee;

**The undersigned hereby grant(s) the firm of PEPPER HAMILTON LLP the power to insert on this Assignment any further identification, including the application number and filing date, 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.**



