

4/12/02

04-17-2002



FORM PTO-1596 RECORDATION FORM COV
1-31-92 Patent and Trademark Office
DOCKET NO.: 87280.3100

102058854
PATENTS ONLY

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

1. Name of conveying party(ies):
Jason Stratman and Jidong Yang
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: The Marley Cooling Tower Company
Internal Address: _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: April 9, 2002, respectively

Street Address: 7401 West 129th Street
City: Overland Park State/Country: KS ZIP: 66223
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):
If the document is being filed together with a new application, the execution date of the application is: April 9, 2002
A. Patent Application No(s).
B. Patent No(s).
Additional numbers attached? Yes No

10/120449

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: BAKER & HOSTETLER LLP
Internal Address: _____
Street Address: Washington Square, Suite 1100,
1050 Connecticut Avenue, N.W.
City: Washington State: DC ZIP: 20036

6. Total number of applications and patents involved: 1
7. Total fee (37 CFR 3.41) \$ 40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
50-2036

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.
Leo J. Jennings, Reg. No. 32,902 _____
Name and Registration No. of Person Signing Signature *Leo J. Jennings* Date April 12, 2002
Total number of pages 3

CMB No. 0851-0011 (exp. 4/94)

1021 U.S. FTP
10/120449
04/12/02

ASSIGNMENT

WHEREAS We, Jason Stratman and Jidong Yang, having an address of 2408 SW Woodhaven Lane, Lee's Summit, MO 64082 and 7816 West 147th Terrace, Overland Park, KS 66223, respectively, ("Assignor"), have made a certain new and useful invention as set forth in an application for United States Letters Patent entitled **HEAT EXCHANGE METHOD AND APPARATUS**, executed by me on the date of execution of this document, as shown below, and filed concurrently herewith;

AND WHEREAS, The Marley Cooling Tower Company, having an address of 7401 West 129th Street, Overland Park, KS 66213, ("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 BAKER & HOSTETLER 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.

AND Assignor requests the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said invention to said Assignee, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent and the invention covered thereby.

4/9/02
Date

Jason Stratman
Jason Stratman

STATE OF Missouri)
COUNTY OF Jackson)

SS: 496-82-3483

On this 9 day of April, 2002, before me personally appeared Jason Stratman to me known to be the persons named in and who executed the above instrument, and acknowledged to me that they executed the same for the uses and purposes therein set forth.

SEAL
SHAWN L. CLAXTON
Notary Public
State of Missouri
My Commission Expires April 12, 2004

Shawn L. Claxton
Notary Public
My commission expires 04/12/04

4/9/02
Date

Jidong Yang
Jidong Yang

STATE OF Missouri)
COUNTY OF Jackson)

SS:

On this 9 day of April, 2002, before me personally appeared Jidong Yang to me known to be the persons named in and who executed the above instrument, and acknowledged to me that they executed the same for the uses and purposes therein set forth.

SEAL
SHAWN L. CLAXTON
Notary Public Notary Seal
STATE OF MISSOURI
Commissioned in Jackson County
My Commission Expires April 12, 2004

Shawn L. Claxton
Notary Public
My commission expires 04/12/04

(NOTE: Legalization is not required for recording, but is prima facie evidence of execution under 35 U.S.C. 261).