



To the Honorable Commissioner of P.

102111089

3 original documents or copy thereof.

1. Name of conveying party(ies):
Michael Waters

5-31-02

Additional name(s) of conveying party(ies) attached? () Yes (X) No

2. Name and address of receiving party(ies)

Name: Blue Rhino Corporation

Internal Address:

Street Address: 104 Cambridge Plaza Drive

City: Winston-Salem State: NC ZIP: 27104

Additional name(s) & address(es) attached: () Yes (X) No

3. Nature of conveyance:

- (X) Assignment () Merger
- () Security Agreement () Change of Name
- () Other _____

Execution Date: May 13, 2002

4. Application number(s) or patent number(s): 09/640,199

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

A. Patent Application No.(s) 09/640,199

B. Patent No.(s)

Additional numbers attached? () Yes (X) No.

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

Name: **Lawrence J. Crain, Esq.**
Greer, Burns & Crain, Ltd.

Internal Address: **300 South Wacker Drive**
25th Floor
Chicago, Illinois 60606

Street Address: _____

City: _____ State: _____ ZIP: _____

Additional name(s) & address(es) attached: () Yes (X) No

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41) \$ 40.00

(X) Enclosed

(X) Authorized to be charged to deposit account only in the event proper payment is not enclosed.

8. Deposit account number:

07-2069

(Attach duplicate copy of this page if paying by deposit account)

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.

Lawrence J. Crain
Name of Person Signing

Signature

May 14, 2002
Date

Total number of pages including cover sheet, attachments, and document: **3**

2102.64735

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

06/03/2002 LMUELLER 00000213 09640199

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ASSIGNMENT

WHEREAS, Michael Waters, a citizen of the United States of America, residing at 372 Bateman Circle North, Barrington Hills, Illinois 60010, hereinafter referred to as ASSIGNOR, invented and owns a certain invention entitled:

HEATING APPARATUS

for which application for Letters Patent of the United States been filed on August 16, 2000, receiving Serial No. 09/640,199; and

WHEREAS, BLUE RHINO CORPORATION, a corporation of the State of Delaware, having a principal place of business at 104 Cambridge Plaza Drive, Winston-Salem, North Carolina 27104, hereinafter referred to as ASSIGNEE, pursuant to the terms and conditions of the prior Agreement between the parties dated March 28, 2000, is desirous of acquiring the entire interest in, to and under said invention and the United States Letters Patent to be obtained therefor:

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that in consideration of the payment by ASSIGNEE TO ASSIGNOR of the sum of Ten Dollars (\$10.00), and for other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE the full and exclusive right, title and interest to said invention and all Letters Patent of the United States to be obtained therefor on said utility application or any continuation, division, renewal, substitute or reissue thereof for the full term or terms for which the same may be granted.

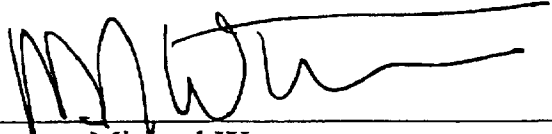
ASSIGNOR also assigns all of his rights, titles and interests in and to said invention in all foreign countries, and all applications for Letters Patent which may evolve therefrom, including the right to claim International Convention priority.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

ASSIGNOR further covenants that ASSIGNEE will, upon request, be provided promptly with all pertinent facts and documents relating to said invention as may be known and accessible to ASSIGNOR and ASSIGNOR will testify as to the same in any interference

or litigation related thereto and will promptly execute and deliver to ASSIGNEE or their legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said invention and said Letters Patent which may be necessary or desirable to carry out the purposes hereof.

Date 05-13-02


Michael Waters

State of Illinois)
County of *)

I hereby certify that Michael Waters before me personally appeared and acknowledged that the foregoing Assignment was duly signed, sealed and delivered by him as his free and voluntary act on this _____ day of _____, 2002.

(Notarial Seal)

Notary Public

My commission expires: