



06-05-2002



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Docket No.: BS02-017

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

1. Name of conveying party(ies):

Curtis W. Hall
Heyward E. Menasco Jr.

5-29-02

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: **BellSouth Intellectual Property Corporation**

Address: **804 Market Street**

Suite 901

City: **Wilmington** State/Prov.: **DE**

Country: **USA** ZIP: **19801**

Additional name(s) & address(es) ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: **May 23, 2002**

4. Application number(s) or patent numbers(s):

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

Patent Application No. Filing date

10/107,775

3/28/02

B. Patent No.(s)

Additional numbers ☐ Yes ☒ No

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

Name: **David C. Isaacson**

Registration No. **38,500**

Address: **SHAW PITTMAN LLP**

1650 Tysons Boulevard

06/04/2002 6TON11 00000152 10107775

01 FC:581 40.00 DP
City: **McLean** State/Prov.: **VA**

Country: **USA** ZIP: **22102**

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

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

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☐ Authorized to be charged to deposit account

8. Deposit account number:

50-1390

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

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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.

David C. Isaacson

Name of Person Signing

Signature

May 29, 2002

Date

Total number of pages including cover sheet, attachments, and

6

ASSIGNMENT

WHEREAS, Curtis W. Hall, residing at 2725 Fieldstone Drive, S.E., Conyers, Georgia 30013; and

Heyward E. Menasco, Jr., residing at 1309 Fairway View Lane, Hoover, Alabama 35244;

(hereinafter "Assignors") have invented certain new and useful improvements in

SYSTEM AND METHOD FOR CONTROLLING HEAT EXCHANGER FANS

for a full description of which, reference is here made to an application for Letters Patent of the United States of America

☐ Executed concurrently herewith

☐ Executed on

☒ Serial. No. **10/107,775**, filed **March 28, 2002**

in the U.S. Patent and Trademark Office and to U.S. provisional patent application(s)

☒ Serial. No. **60/348,121**, filed **January 15, 2002**

in the U.S. Patent and Trademark Office; and

WHEREAS, BellSouth Intellectual Property Corporation a corporation of the State of Delaware, having its principal office and place of business at 804 Market Street, Suite 901, Wilmington, Delaware 19801 (hereinafter "Assignee") is desirous of acquiring the entire right, title, and interest in, to, and under said invention and application above identified, and in, to, and under any Letters Patent that may be obtained for said invention, together with all foreign rights corresponding thereto, as hereinafter more fully set forth.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for good and valuable and legally sufficient consideration, the receipt of which by each Assignor from Assignee is hereby acknowledged, Assignors have agreed to sell, assign, and transfer and by these presents does hereby, sell, assign, and transfer unto Assignee the entire right, title and interest in, to, and under said invention and application above identified and Letters Patent of the United States of America that may be obtained in respect thereof; any corresponding applications for Letters Patent and Letters Patent therefor in all other areas of the world; and any reissues, extensions, substitutions, confirmations, divisions, and continuations of any of the foregoing (hereinafter "Invention Rights"), to have and to hold for the sole and exclusive use and benefit of Assignee forever.

Assignors hereby covenant and agree, for themselves and for their respective legal representatives, to assist and cooperate with Assignee in the preparation and prosecution of any applications included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any applications or Letters Patent included within the Invention Rights and further to execute and deliver to Assignee any and all additional papers that may be requested by Assignee for the purpose of implementing the terms of this ASSIGNMENT.

Assignors hereby authorize and empower Assignee to invoke and claim for any applications or Letters Patent included within the Invention Rights the benefit of any rights to which Assignors might be entitled under international law or under the laws of any particular country (such as, without limitation, the right of priority provided by the International Convention for the Protection of Industrial Property, as amended) and to invoke and claim said rights without further written or oral authorization from Assignors.

Assignors hereby consent that a copy of this ASSIGNMENT shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and more particularly in proof

of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended.

Assignors covenant and agree that this ASSIGNMENT and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignors.

Assignors hereby authorize and request the Commissioner of Patents and the United States Patent and Trademark Office to issue Letters Patent to Assignee in accordance with the terms of this ASSIGNMENT.

IN TESTIMONY WHEREOF, the said Assignor has hereunto set his hand this

16th day of MAY, 2002.

SIGNATURE: 

NAME: CURTIS W. HALL

STATE OF Georgia

COUNTY OF Rockdale

I, Sheryl A. Causey, a Notary Public in and for the County and State aforesaid, do hereby certify that CURTIS W. HALL, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the use and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 16 day of MAY, 2002.

(SEAL)


Notary Public

Notary Public - Rockdale County, Georgia
My Commission Expires October 24, 2002

IN TESTIMONY WHEREOF, the said Assignor has hereunto set his hand this 23 day of May, 2002.

SIGNATURE: Heyward E. Menasco Jr.
NAME: HEYWARD E. MENASCO, JR.

STATE OF Georgia
COUNTY OF Fulton

I, JANICE E. Padgett, a Notary Public in and for the County and State aforesaid, do hereby certify that HEYWARD E. MENASCO, JR., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the use and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 23 day of MAY, 2002.

(SEAL)

JANICE E. Padgett
Notary Public

Notary Public, Fulton County, Georgia
My Commission Expires Feb. 19, 2004