

Form PTO-1595 (Rev. 03/01)

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

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

1. Name of conveying party(ies): 7-9-02 Burner Systems International, Inc.

2. Name and address of receiving party(ies) JPMorgan Chase Bank, a New York banking corporation, as Name: administrative and collateral agent Internal Address:

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

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other

Street Address: 1166 Avenue of the Americas

City: New York State: NY Zip: 10036

Execution Date: June 28, 2002

Additional name(s) & address(es) attached? Yes No

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)

B. Patent No.(s) 5,520,536

Additional numbers attached? Yes No

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

Name: Anita Baker, Esq.

Internal Address: Kaye Scholer LLP

Street Address: 425 Park Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and patents involved: 7

7. Total fee (37 CFR 3.41) \$ 280.00

[X] Enclosed [] Authorized to be charged to deposit account

8. Deposit account number:

(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.

Johanne R. Rémy Name of Person Signing

[Signature] Signature



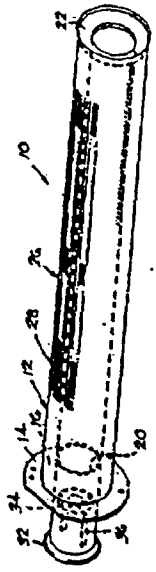
7/8/02 Date

Total number of pages including cover sheet, attachments, and documents: 4

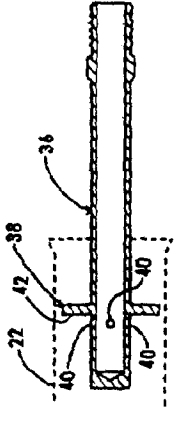
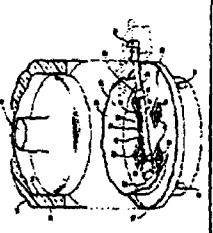
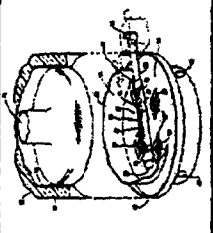
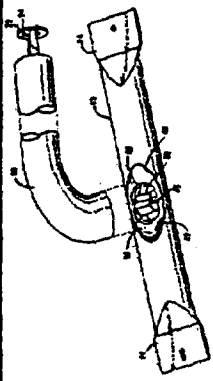
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Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

Burner Systems International, Inc.

5,520,536	USA	Premixed gas burner	5/28/1996			
5,562,440	USA	Gas burner with radiant retention head	10/8/1996			
5,743,727	USA	Premixed gas burner	4/28/1998			

Burner Systems International, Inc.

Patent No.	Country	Description	Issue Date	Drawings
5,762,490	USA	Premixed gas burner orifice	6/9/1998	
5,791,298	USA	Water heater with low emission gas burner	8/11/1998	
5,915,954	USA	Low emission gas burner	6/29/1999	
6,000,934	USA	Burner	12/14/1999	

SECURITY AGREEMENT

(PATENTS)

WHEREAS, Burner Systems International, Inc., a Delaware corporation (herein referred to as "Grantor"), has adopted, used and is using the patents listed on Exhibit 1 annexed hereto as part hereof, which patents are registered in the United States Patent and Trademark Office (the "Patents");

WHEREAS, Grantor is obligated to JPMorgan Chase Bank, a New York banking corporation, as administrative and collateral agent (referred to herein as the "Grantee") and the other Secured Parties, as defined in the Omnibus Pledge and Security Agreement dated as of June 28, 2002 (the "Security Agreement") among Grantor, the other Pledgors named therein and the Grantee for the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee a security interest in, and mortgage on, all right, title and interest of Grantor in and to the Patents, all extensions, continuations, continuations-in-part, renewals and reissues thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may now or hereafter exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further assign unto Grantee and grant to Grantee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is 1166 Avenue of the Americas, 16th Floor, New York, New York 10036, Attn: Burner Systems International Account Officer.

IN WITNESS WHEREOF, Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 28th day of June, 2002.

BURNER SYSTEMS
INTERNATIONAL, INC.

By: 

Name:
Title: **Bruce A. Cauley**
Vice President