01-15-2003

U.S. DEPARTMENT OF COMMERCE

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Form **PTO-1595**

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PATENT

REEL: 013647 FRAME: 0796

ASSIGNMENT

Assignment before issue of Letters Patent

Honeywell File No: H0003162

WHEREAS, Steven Ayres, resident of Redondo Beach, California,

(hereinafter "Assignor") has invented certain new and useful improvements in

PRIME SURFACE GAS COOLER FOR HIGH TEMPERATURE AND METHOD FOR MANUFACTURE

(hereinafter "invention") for which Assignor is making or has made application for LETTERS PATENT OF THE UNITED STATES, which application has been duly executed by Assignor on even date herewith;

AND WHEREAS, Honeywell International Inc., a corporation organized and existing under the laws of the State of Delaware, U.S.A., having a place of business at Columbia Road and Park Avenue, Morris Township, Morris County, New Jersey, U.S.A., hereinafter called the Assignee, is desirous of acquiring the entire right, title and interest in and to said invention within the United States of America and its territorial possessions and all foreign countries and any United States or foreign LETTERS PATENT that may be granted therefor.

NOW, THIS INDENTURE WITNESSETH, that for good and valuable considerations, the receipt whereof is hereby acknowledged, Assignor has assigned, sold and transferred, and does hereby assign, sell and transfer to the said Assignee the entire right, title and interest in and to the said invention, within the United States of America and its territorial possessions and all foreign countries and in and to any LETTERS PATENT of the United States and foreign countries, including utility models, inventor's certificates and like government grants, and all divisions, reissues, continuations and extensions thereof that may be granted therefor, and the right to apply for LETTERS PATENT in foreign countries with full benefit of such priorities as may now or hereafter be granted to Assignor by local laws or by treaty, including any international convention, for the protection of industrial property, together with the right to extend the protection of said U.S. LETTERS PATENT to the various territorial possessions now owned or which may be hereafter acquired by the United States of America, all said rights to be held and enjoyed by the Assignee for its own use and benefit, and for the use and benefit of its successors or assigns, to the full end of the term for which said LETTERS PATENT may be granted, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment and sale had not been made. And Assignor does hereby request and authorize the Commissioner of Patents and Trademarks, U.S.A., to issue said U.S. LETTERS PATENT, when granted, in accordance with this assignment.

Assignor further covenants and agrees with the Assignee that Assignor has a full and unencumbered title to the invention hereby assigned, which title Assignors warrant unto the Assignee, and Assignor further agrees that Assignor will, without demanding any further consideration therefor, at the request but at the expense of the Assignee, do all lawful and just acts, including the execution and acknowledgment of instruments, that may be or become necessary for obtaining, sustaining, extending, reissuing or reexamining United States and foreign LETTERS PATENT or the like for the said invention, and for maintaining and perfecting the Assignee's right to said invention and LETTERS PATENT particularly in cases of interference, conflict, opposition and litigation.

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STATE OF California) s

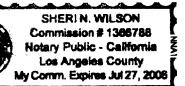
COUNTY OF Los Angeles

On this day of January

, 2003 before me personally appeared

to me known proved to me on the basis of satisfactory evidence and known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

[SEAL]



Notary Public

RECORDED: 01/07/2003

PATENT REEL: 013647 FRAME: 0798