

02-28-2003

OMB No. 0651-0011 (exp. 4/94) 2102.65781

To the Honorable Commissioner of Patents and Trademarks

Documents or copy thereof.

1. Name of conveying party(ies):

Michael A. Waters

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

102377412

2. Name of receiving party(ies)

Name:

Blue Rhino Corporation

Internal Address:

Street Address:

104 Cambridge Plaza Drive
Winston-Salem, North Carolina 27104

City: _____ State: _____ ZIP: _____

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

3. Nature of conveyance:

(X) Assignment

() Merger

() Security Agreement

() Change of Name

() Other _____

Execution Date: September 17, 1999

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)

6,076,546

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

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

Name:

Lawrence J. Crain
Greer, Burns & Crain, Ltd.

Internal Address:

300 South Wacker Drive
Suite 2500
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:

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.

Carole A. Mickelson

Name of Person Signing

Signature

February 19, 2003

Date

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

4

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

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment"), dated as of September 17, 1999, is made by Michael A. Waters ("Assignor") in favor of Blue Rhino Corporation, a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Chan Yet are the registered proprietor of the following patent applications in the United States Patent and Trademark Office (the "Patent Applications") covering a small cylinder service valve and overfill prevention device and a propane fueled patio heater (the "Products"):

<u>Appl. No.</u>	<u>Date Filed</u>	<u>Inventor</u>	<u>Invention</u>
09/362,791	July 28, 1999	Michael A. Waters and Chan Yet	Overflow Protection Valve Assembly
09/039,663	March 16, 1998	Michael A. Waters	Overflow Protection Valve Assembly

WHEREAS, Assignee is acquiring certain assets of Assignor pursuant to an Asset Purchase Agreement dated concurrently herewith among Assignor and Bison Valve, L.L.C. ("Bison") and Assignee the ("Purchase Agreement");

WHEREAS, Chan Yet has assigned his rights in the Patent Applications to Assignor pursuant to an Assignment that has not been filed with the United States Patent and Trademark Office;

WHEREAS, Assignor desires to convey to Assignee all of Assignor's right, title and interest in and to the applications referred to herein in accordance with the terms of this Assignment; and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to patent applications.

AGREEMENT:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

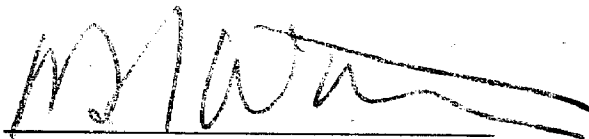
1. Assignment.

(a) For ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor hereby sell, assigns, transfers and conveys unto Blue Rhino Corporation ("Buyer") all of his right, title and interest in and to all of Assignor's now owned or existing and filed and hereafter acquired or arising and filed patents and patent applications, and the inventions and improvements described and claimed therein, including without limitation, the Patent Applications listed above, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) with the exception of the Deferred Purchase Price payments due under the Asset Purchase Agreement, all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damage and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world. All of the foregoing patents and applications, together with the items described in the foregoing clauses (i)-(iv), being sometimes hereinafter individually and/or collectively referred to as the "Patents".

(b) Assignee hereby accepts the assignment of the Patents subject to the terms of this Assignment.

2. Further Assurances. At Assignee's reasonable request and without further consideration, Assignor will execute and deliver such other instruments and take such other action as Assignee may request for the consummation or documentation of the assignment of the Patents. Assignor acknowledges that in addition to the Patents referred to herein, Assignor agrees to execute and deliver, at Assignee's cost, such other instruments and documents and to take such other action as Assignee may reasonably request to consummate the assignment of the Patents.

IN WITNESS WHEREOF Assignor has executed this Assignment as of the date first written above.



Michael A. Waters

AGREED AND ACCEPTED this _____ day of _____, 1999.

ASSIGNEE:

Blue Rhino Corporation

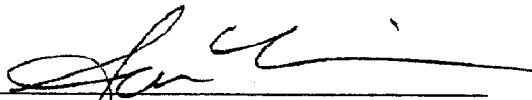
By: _____

Its: _____

STATE OF ILLINOIS)
) ss
COUNTY OF)

I, Avesha K. Michael, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Michael A. Waters who is personally known to me to be the same persons whose name is subscribed to the foregoing instrument, respectively appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 17th day of September, 1999.



Notary Public

My Commission Expires: _____



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In Re U.S. Patent

Applicant: Michael Waters

Patent No.: 6,076,546

Issued: June 20, 2000

Serial No. 09/039,663

Filed: March 16, 1998

For: OVERFLOW PROTECTION
VALVE ASSEMBLY

Art Unit: 3753

Examiner: G. Walton

)
) *I hereby certify that this paper is being deposited with*
) *the United States Postal Service as FIRST-CLASS mail in*
) *an envelope addressed to: Commissioner for Patents,*
) *Washington, D.C. 20231, on this date.*
) 02/19/03 Carole A. Mickelson
) Date Registration No. 30,778
) F-CLASS.WCM
) Appr. February 20, 1998 Attorney for Applicant
)
)
)
)
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)
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TRANSMITTAL

Box ASSIGNMENT

Assistant Commissioner for Patents
Washington, DC 20231

Sir:

Enclosed please find:

- (X) Recordation Form Cover Sheet.
- (X) Assignment.
- (X) Check for \$40.00 (recordation fee).
- (X) The Commissioner is hereby authorized to charge any additional fees which may be required to this application under 37 C.F.R. §§1.16-1.17, or credit any overpayment, to Deposit Account No. 07-2069. Should no proper payment be enclosed herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 07-2069. Two duplicate copies of this sheet are enclosed.

300 South Wacker Drive
 Suite 2500
 Chicago, IL 60606
 Tel: (312) 360-0080
 Customer No. 24978

GREER, BURNS & CRAIN, LTD.

By: Carole A. Mickelson
 Carole A. Mickelson
 Registration No. 30,778