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1. Name of conveying party(ies):

Leisha J. Rotering
Timothy J. Kensok

8.7.03

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

Honeywell International Inc.
101 Columbia Road
Morristown, NJ 07962

03915 U.S. PTO
10/636064
08/07/03

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

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other:

Execution Date: August 5, 2003; August 6, 2003

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: August 6, 2003

A. Patent Application No.(s)

10636064

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Honeywell International Inc.
Address: Patent Services Group
101 Columbia Road
Morristown, NJ 07962



7. Total fee (37 CFR 3.41): \$40.00
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 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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August 7, 2003

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PATENT
REEL: 014383 FRAME: 0001

ASSIGNMENT

WHEREAS, we, Leisha J. Rotering, residing at 5641 Vincent Avenue South, Minneapolis, Minnesota 55410 and Timothy J. Kensok, residing at 4424 Camelot Drive, Minnetonka, Minnesota 55345, made certain new and useful inventions and improvements for which we filed an application for Letters Patent of the United States on even date herewith, which is entitled HUMIDIFIER WITH REVERSE OSMOSIS FILTER, which claims priority to provisional application Serial No. 60/417,919 filed October 11, 2002.

AND WHEREAS, Honeywell International Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware, and having an office and place of business at 101 Columbia Road, Morristown, New Jersey 07962 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be

