

11-05-2003

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102593232

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

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

17858 U.S. PTO
107695702
102903

1. Name of conveying party(ies):
PETER F. GERHARDINGER

10-29-03
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: ENGINEERED GLASS PRODUCTS, LLC
Internal Address: _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: 10-29-03

Street Address: 2857 SOUTH HALSTED STREET
City: CHICAGO State: IL Zip: 60608
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s): 10695702
If this document is being filed together with a new application, the execution date of the application is: 10-29-03
A. Patent Application No.(s) _____
B. Patent No.(s) _____
Additional numbers attached? Yes No

6. Total number of applications and patents involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: STEPHEN G. KIMMET
Internal Address: MARSHALL & MELHORN, LLC
Street Address: FOUR SEAGATE - 8TH FLOOR
City: TOLEDO State: OH Zip: 43604

7. Total fee (37 CFR 3.41).....\$ 40
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
13-1816 any added fees or credit overpay

DO NOT USE THIS SPACE

9. Signature.
STEPHEN G. KIMMET Name of Person Signing
Stephen G. Kimmet Signature
10-29-03 Date
Total number of pages including cover sheet, attachments, and documents: 4

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

10/31/2003 AOSMAN1 00000006 10695702
01 FC:0021 40.00 GP

ASSIGNMENT OF INVENTIONFor: U.S. and/or Foreign RightsFor: U.S. ApplicationBy: Inventor(s) or Present Owner

In consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration,

ASSIGNOR: Inventor or person or entity who owns the invention

PETER F. GERHARDINGER
2979 MANLEY ROAD
MAUMEE, OHIO 43537

Nationality: U.S.

hereby sells, assigns and transfers to

ASSIGNEE:

ENGINEERED GLASS PRODUCTS, LLC
2857 SOUTH HALSTED STREET
CHICAGO, ILLINOIS 60608

Nationality: A DELAWARE LIMITED LIABILITY COMPANY, U.S.

and the successors, assigns and legal representatives of the ASSIGNEE, his entire right, title and interest, in, to, and under his invention, for the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, in and to any and all improvements which are disclosed in the invention entitled VACUUM INSULATED QUARTZ TUBE

HEATER ASSEMBLY

Name of inventor PETER F. GERHARDINGER

and which is found in

[X] U.S. patent application executed on even date herewith

and any legal equivalent thereof in a foreign country, including the right to claim priority, and, in and to, all Letters Patent to be obtained for said invention by the above application, for the United States of America and any other foreign country or countries that may be granted to him therefor, and any continuation, division, renewal, or substitute thereof, and as to letters patent any reissue or re-examination thereof;

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR

Date: October 8, 2003



PETER F. GERHARDINGER

NOTE: No witnessing, notarization or legalization is necessary. If the assignment is notarized or legalized, then it will only be prima facie evidence of execution. 35 U.S.C. 261.

ASSIGNMENT OF INVENTION

For: U.S. and/or Foreign Rights
For: U.S. Provisional Application
By: Inventor(s) or Present Owner

In consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration,

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2979 MANLEY ROAD
MAUMEE, OHIO 43537

Nationality: U.S.

hereby sells, assigns and transfers to

ASSIGNEE:

ENGINEERED GLASS PRODUCTS, LLC
2857 SOUTH HALSTED STREET
CHICAGO, ILLINOIS 60608

Nationality: A DELAWARE LIMITED LIABILITY COMPANY, U.S.

and the successors, assigns and legal representatives of the ASSIGNEE, his entire right, title and interest, in, to, and under his invention, for the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, in and to any and all improvements which are disclosed in the invention entitled VACUUM INSULATED QUARTZ TUBE

HEATER ASSEMBLY

Name of inventor PETER F. GERHARDINGER

and which is found in

[X] U.S. Provisional Application No. 60/426,779 filed November 15, 2002;

and any legal equivalent thereof in a foreign country, including the right to claim priority, and, in and to, all Letters Patent to be obtained for said invention by the above application, for the United States of America and any other foreign country or countries that may be granted to him therefor, and any continuation, division, renewal, or substitute thereof, and as to letters patent any reissue or re-examination thereof;

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

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