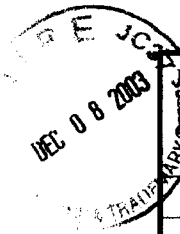


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OMB No. 0651-0027 (exp. 5/31/2002)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):  
  
RHEEM MANUFACTURING COMPANY  
  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
The Water Heater Industry Joint Research and  
Development Consortium  
Name: \_\_\_\_\_  
Internal Address: \_\_\_\_\_  
  
Street Address: 19043 E. Wiki Way  
  
City: Rio Verde State: AZ Zip: 85263  
  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
  
Execution Date: October 28, 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: \_\_\_\_\_  
A. Patent Application No.(s)  
10/430 022  
Additional numbers attached?  Yes  No

B. Patent No.(s)  
  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: J. Richard Konneker  
Internal Address: \_\_\_\_\_  
KONNEKER & SMITH, P.C.  
Street Address: 660 North Central Expwy.  
Suite 230  
City: Plano State: Texas Zip: 75074

6. Total number of applications and patents involved: 1  
7. Total fee (37 CFR 3.41).....\$ 40.00  
 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.*  
J. Richard Konneker Reg. 28,867  
Name of Person Signing  
  
Signature  
December 3, 2003  
Date

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

12/12/2003 LINDLER 00000078 10430022  
01 FC:0021 40.00 OP

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

ASSIGNMENT

In consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Rheem Manufacturing Company (hereinafter referred to as the Assignor) does hereby assign to The Water Heater Industry Joint Research and Development Consortium, (hereinafter referred to as the Assignee), an unincorporated business association having a place of business at 19043 E. Wiki Way, Rio Verde, Arizona 85263, its successors, assigns and legal representatives, Assignor's entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in United States Patent Application Serial No. 10/430,022 filed May 5, 2003 and entitled "FUEL-FIRED HEATING APPLIANCE WITH TEMPERATURE-BASED FUEL SHUTOFF SYSTEM", and in and to said patent application and any and all provisional, divisional, continuing, substitute, renewal, reissue and all other applications for patents which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all utility models, industrial models, certificates of invention, and designs on said improvements.


Assignor further grants to Assignee all rights in all of the foregoing provided by treaties, conventions and common law, and all rights to sue or recover and retain damages, costs and attorneys fees for past, present and future infringement or misappropriation of any of the foregoing.

Assignor agrees that said Assignee may apply for and receive patents for said improvements in its own name; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the Assignor will execute all provisional, divisional, continuing,

substitute, renewal, reissue and all other patent applications, and all other like rights of exclusion in any country on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known to the Assignor relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives.

Assignor covenants with said Assignee, its successors, assigns and legal representatives that, other than as previously disclosed to Assignee, no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the Assignor, and that full right to convey the same as herein expressed is possessed by the Assignor.

IN TESTIMONY WHEREOF, I have duly executed this assignment this  
28<sup>th</sup> day of October, 2003.

  
\_\_\_\_\_  
VINCENT J. DEBO  
Vice President and  
General Counsel - International  
Rheem Manufacturing Company

STATE OF NEW YORK        )  
  )S.S.  
COUNTY OF New York    )

BEFORE ME, the undersigned authority, on this day personally appeared VINCENT J. DEBO, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the duly authorized act of the Assignor for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 28<sup>th</sup> day of October, 2003.

*Robert J. Wolpert*  
Notary Public

My Commission Expires:

\_\_\_\_\_

**ROBERT J. WOLPERT**  
Notary Public, State of New York  
No. 02WO9730300  
Qualified in New York County  
Commission Expires June 30, 2006

SEAL