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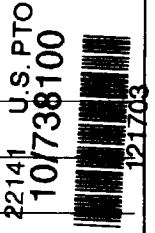
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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**David BERETTA III** 12-17-03  
Additional names(s) of conveying party(ies)  Yes  No

2. Name and address of receiving party(ies):  
Name: **AMTROL Inc.**  
Address: **1400 Division Road**  
City: **West Warwick** State/Prov.: **RI**  
Country: **USA** ZIP: **02893**  
Additional name(s) & address(es)  Yes  No



3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other  
Execution Date: **December 17, 2003**

4. Application number(s) or patent numbers(s): **10738100**  
If this document is being filed together with a new application, the execution date of the application is: **December 17, 2003**  
Patent Application No. Filing date B. Patent No.(s)  
Additional numbers  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **Scott D. Wofsy**  
Registration No. **35,413**  
Address: **EDWARDS & ANGELL, LLP**  
**Intellectual Property Practice Group**  
**P.O. Box 9169**  
City: **Boston** State/Prov.: **MA**  
Country: **USA** ZIP: **02209**

6. Total number of applications and patents involved: **1**  
7. Total fee (37 CFR 3.41):.....\$ **40.00**  
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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.*  
**Scott D. Wofsy** Signature  
Name of Person Signing Date **12/17/03**

Total number of pages including cover sheet, attachments, and

3

**ASSIGNMENT**

I/We, David Beretta III (inventor), for good and valuable consideration from AMTROL Inc. having its principal place of business at 1400 Division Road, West Warwick, Rhode Island 02893, hereinafter called the Assignee, receipt of which is hereby acknowledged, do hereby sell, assign and transfer unto the Assignee, its successors and assigns, the entire right, title and interest in, to and under an application for Letters Patent of the United States Serial No. \_\_\_\_\_ filed on \_\_\_\_\_ for SYSTEM AND METHOD FOR IN-WELL AERATION, including all priority rights ensuing therefrom, and the inventions and any of them therein set forth and described, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefor, together with the right to apply for such Letters Patent.

And for the above consideration I/we agree promptly upon request of the Assignee, its successors or assigns, to execute and deliver without further compensation any power of attorney, assignment, application, whether original, divisional, continuation or reissue, or other papers which may be necessary or desirable fully to secure to the Assignee, its successors and assigns, the inventions and any of them described in said application and all patent rights therein, in the United States and in any country foreign thereto.

The undersigned agree(s) to furnish all pertinent facts and documents relating to said application, said invention and said patent(s) as may be known and accessible to the undersigned, and will testify as to the same in any interference or litigation related thereto, and will promptly execute and deliver to Assignee any and all papers, instruments or affidavits necessary or desirable to apply for, obtain, maintain or enforce said application or said patent(s) in connection with any interference which may be declared, and any litigation concerning this application or any continuation, division or reissue thereof or Patent(s) or reissue patent(s) issued thereon, and to cooperate with the Assignee in every way possible in obtaining and producing evidence and proceeding with such interference or litigation.

The undersigned agree(s) to execute all papers and documents and to perform any act which may be necessary in connection with claims or provisions of the International Convention for the Protection of Industrial Property or similar agreements.

The undersigned agree(s) to perform all affirmative acts which may be necessary to obtain a grant of a valid United States patent(s) to the Assignee and to vest all rights therein hereby conveyed to said Assignee as fully and entirely as the same would have been held by the undersigned if this Assignment and sale had not been made.

The undersigned hereby authorize(s) and request(s) the Commissioner of Patents and Trademarks to issue any and all Letters Patents of the United States of America resulting from said application or any division or divisions or continuing or reissue applications thereof to the said Assignee, as Assignee of the entire interest, and hereby covenants that he or she has the full right to convey the entire interest herein assigned, and that he or she has not executed, and will not execute, any agreement in conflict herewith.

The undersigned hereby grants the law firm of Edwards & Angell, LLP, P.O. Box 9169, Boston, MA 02209, U.S.A. the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark, Office for recordation of this document.

I, David Beretta III, hereunto set my hand and seal this

17<sup>th</sup> day of Dec 2003.

  
Signature