

Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET
PATENTS ONLY

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

| | |
|--|---|
| <p>1. Name of conveying party(ies): LYEMANCE LOCK-TOP, INC.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>August 2, 2004</u></p> | <p>2. Name and address of receiving party(ies)</p> <p>Name: <u>COPPERFIELD CHIMNEY SUPPLY, INC.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>304 S. 20th Street</u> <u>P.O. Box 664</u></p> <p>City: <u>Fairfield</u></p> <p>State: <u>Iowa</u> Zip: <u>52556-4223</u></p> <p>Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
| <p>4. Application number(s) or patent number(s):</p> <p>If this document is being filed together with a new application, the execution date of the new application is: _____</p> <p>A. Patent Application No.(s):</p> <p>B. Patent No.(s): 5,125,869 5,295,901 5,556,329 5,857,904 5,127,874 5,080,006 5,160,291</p> <p style="text-align: right;">Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | |
| <p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Gabrielle S. Roth</u> <u>DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP</u></p> <p>Internal Address: <u>Atty. Dkt.: F8800.0711</u></p> <p>Street Address: <u>2101 L Street NW</u></p> <p>City: <u>Washington, DC</u> State: <u>DC</u> Zip: <u>20037-1526</u></p> | <p>6. Total number of applications and patents involved: <u>7</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>280.00</u></p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Authorized to be charged to credit card</p> <p>8. Deposit account number: <u>04-1073</u> (Attach duplicate copy of this page if paying by deposit account)</p> |
| DO NOT USE THIS SPACE | |
| <p>9. Statement and signature.</p> <p><i>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.</i></p> <p style="text-align: center;"> <u>Gabrielle S. Roth</u> <u>Gabrielle S. Roth</u> <u>August 3, 2004</u> Name of Person Signing Signature Date </p> <p>Total number of pages including cover sheet, attachments, and documents: <u>4</u></p> | |

CIH \$280.00 041073 5125869

CONFIRMATORY PATENT ASSIGNMENT

THIS ASSIGNMENT, made to be effective as of February 2, 2004 (the "Effective Date") by LYEMANCE LOCK-TOP, INC., a Kentucky corporation (hereinafter referred to as the "Assignor"), and COPPERFIELD CHIMNEY SUPPLY, INC., an Oklahoma corporation (hereinafter referred to as the "Assignee"), witnesseth:

WHEREAS, as of the Effective Date, the Assignor is a wholly owned subsidiary of the Assignee; and

WHEREAS, the said Assignor is the sole and rightful owner of ideas, concepts, inventions (whether or not patentable and whether or not reduced to practice), improvements thereto, and patents, patent applications and patent disclosures, together with reissues, continuations, continuations-in-part, divisions, divisional applications, reexaminations, foreign related applications and foreign patents thereof, (collectively referred to as "Patents"), including but not limited to the Patents as set forth in the Schedule attached hereto; and

WHEREAS, Assignor desires to assign, and Assignee desires to acquire, said Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby confirm that it has sold, assigned, and transferred and set over, and does hereby *nunc pro tunc* as of February 2, 2004, sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to said Patents, including those Patents set forth on the Schedule hereto, and all rights which the Assignor has enjoyed thereunder both in the United States of America and throughout all countries of the world, including any and all rights of recovery based on past and future infringement of said Patents, the same to be held and enjoyed by the said Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, forever and to the full end of the terms thereof, and all renewals and extensions thereof;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the said Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, the Assignor is the sole and lawful owner of the entire right, title and interest in and to said Patents, and that the same are unencumbered and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

[signature page follows]

ASSIGNOR:

Signed at Jefferson County, IA, this 2nd day of August 2004.

LYEMANCE LOCK-TOP, INC.

By: [Signature]
Type Name: Shannon A. Palmer
Title: CFO

STATE OF Iowa)
) ss:
COUNTY OF Jefferson)

On this 2 day of August 2004, personally before me came Shannon Palmer known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledged that he executed the same; and it has been shown to me that Shannon Palmer, the day he signed the document, was authorized to validly sign such an assignment on behalf of said company.

(SEAL)

Iowa Notarial Seal
Cindy Atwood
Commission Number #718144
My Commission Expires 08/26/05

[Signature]
Notary Public

ASSIGNEE:

Signed at Jefferson County, IA, this 2nd day of August 2004.

COPPERFIELD CHIMNEY SUPPLY, INC.

By: [Signature]
Type Name: Shannon A. Palmer
Title: CFO

STATE OF Iowa)
) ss:
COUNTY OF Jefferson)

On this 2 day of August 2004, personally before me came Shannon Palmer known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledged that he executed the same; and it has been shown to me that Shannon Palmer, the day he signed the document, was authorized to validly sign such an assignment on behalf of said company.

(SEAL)

Iowa Notarial Seal
Cindy Atwood
Commission Number #718144
My Commission Expires 08/26/05

[Signature]
Notary Public

SCHEDULE

| <u>Title</u> | <u>Patent No.</u> | <u>Issue Date</u> | <u>Jurisdiction</u> |
|---------------------------------------|--------------------------|--------------------------|----------------------------|
| Spring Based Chimney Damper | 5,125,869 | 6/30/92 | U.S. |
| Chimney Damper With Locking Mechanism | 5,556,329 | 9/17/96 | U.S. |
| Chimney Damper with Hammer Device | 5,127,874 | 7/7/1992 | U.S. |
| Chimney Damper | 5,160,291 | 11/3/92 | U.S. |
| Top Sealing Chimney Cap | 5,295,901 | 3/22/94 | U.S. |
| Chimney Cap | 5,857,904 | 1/12/99 | U.S. |
| Chimney Damper Device | 5,080,006 | 1/14/92 | U.S. |