

03-04-2004

Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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102683589

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):

Alfred L. Phillips
Dmitry K. Khrustalev
Kevin L. Wert

2-25-04

2. Name and address of receiving party(ies)

Name: THERMAL CORP.

Internal Address: _____

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

3. Nature of conveyance:

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

Execution Date: 02/06/2004, & 02/09/2004

Street Address: First State Plaza

1608 West Newport Pike

City: Stanton State: DE Zip: 19808

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

4. Application number(s) or patent number(s):

10786431

If this document is being filed together with a new application, the execution date of the application is: 02/25/2004

A. Patent Application No.(s) _____

B. Patent No.(s) _____

Additional numbers attached? Yes No

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

Name: Samuel W. Apicelli

Internal Address: _____

Duane Morris LLP

Street Address: 305 N. Front Street

P.O. Box 1003

City: Harrisburg State: PA Zip: 17108-1003

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:

04-1679

DO NOT USE THIS SPACE

9. Signature.

Docket No.: H1799-00201

Samuel W. Apicelli Reg. No. 36,427

Name of Person Signing

Samuel W. Apicelli
Signature

2/25/04
Date

Total number of pages including cover sheet, attachments, and documents: 4 5

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

22387 U.S. PTO
10786431

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03/02/2004 EFL0RES 00000029 10786431

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03/02/2004 EFL0RES 00000029 10786431

02 FD:1001

770.00 DP

PATENT
REEL: 015051 FRAME: 0906

Date: 2/9/04

Michael J. Wilson
Michael J. Wilson

Date: 2/9/04

Jonathan P. Wattle
Jonathan P. Wattle

ASSIGNMENT

WHEREAS, the undersigned, **Alfred L. PHILLIPS**, a citizen of the United States of America, residing at 50 Phaons Road, Pine Grove, PA 17963, having invented together with **Dmitry K. KHRUSTALEV**, a citizen of the United States of America, residing at 19 Henry Court, Lancaster, PA 17601, **Kevin L. WERT**, a citizen of the United States of America, residing at *1410 Armstrong Valley Rd, Halifax PA 17032*, **Michael J. WILSON**, a citizen of the United States of America, residing at 3264 N. Elmwood Drive, Racine, WI 53405, **Jonathan P. WATTELET**, a citizen of the United States of America, residing at 1545 Camden Drive, Gurnee, IL 60031, and **John BROADBENT**, a citizen of the United Kingdom, residing at Millhouse, Mill Lane, Mancetter, Warwickshire, CV9 1NP, England (hereinafter referred to as "ASSIGNORS") are the inventors of certain inventions or improvements for **FLEXIBLE LOOP THERMOSYPHON**, which they on the date indicated below next to their signature executed an application for Letters Patent of the United States;

WHEREAS, **Thermal Corp., a Delaware corporation, having a mailing address of First State Plaza, 1608 West Newport Pike, Stanton, Delaware 19808** (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to said application for patent, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States or in any other country;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby freely acknowledged, and intending to be legally bound, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, to said ASSIGNEE, the entire right, title and interest in and to said inventions or improvements and said application and any and all continuations, divisions, and renewals of and substitutes for said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and its possessions and territories and in all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, the same to be held and enjoyed by said ASSIGNEE, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by ASSIGNORS had this assignment, sale and transfer not been made.

AND the undersigned ASSIGNORS hereby covenant that they have full right to convey the entire interest herein assigned, and that they have not executed and will not execute any agreement in conflict herewith, and further covenants and agrees that they will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letters Patent in said ASSIGNEE, its successors, assigns, nominees, or legal representatives, and agrees to communicate to said ASSIGNEE or to its nominee all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to


Docket No.: H1799-00201

sign all lawful papers, to execute all disclaimers and divisional, continuing, and reissue applications, to make all rightful oaths, and generally to do everything possible to aid said ASSIGNEE, its successors, assigns, nominees and legal representatives to obtain and enforce for its own benefit proper patent protection for said inventions or improvements in the United States and its possessions and territories and in all other countries;


AND ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks of the United States to issue to said ASSIGNEE, the entire right, title and interest, in and to any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

IN WITNESS WHEREOF, ASSIGNORS hereunto sets they hand and seal, intending to be legally bound.

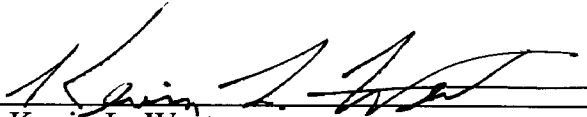
Date: 2/6/04


Alfred L. Phillips

Date: 2/6/04


Dmitry K. Khrustalev

Date: 6 FEB. 2004


Kevin L. Wert

Date: _____

Michael J. Wilson

Date: _____

Jonathan P. Wattlelet

Date: _____

John Broadbent

HBG\120544.1

Docket No.: H1799-00201

sign all lawful papers, to execute all disclaimers and divisional, continuing, and reissue applications, to make all rightful oaths, and generally to do everything possible to aid said ASSIGNEE, its successors, assigns, nominees and legal representatives to obtain and enforce for its own benefit proper patent protection for said inventions or improvements in the United States and its possessions and territories and in all other countries;

AND ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks of the United States to issue to said ASSIGNEE, the entire right, title and interest, in and to any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

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Date: _____ Alfred L. Phillips

Date: _____ Dmitry K. Khrustalev

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Michael J. Wilson

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Date: _____ John Broadbent

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