



**ASSIGNMENT AND AGREEMENT**  
**Sole Inventor**

WHEREAS, Thomas P. Carter, County of Montgomery, State of Maryland, hereinafter called the "Assignor", has invented certain new and useful improvements in a **IMPROVED EVAPORATIVE HEAT EXCHANGER AND METHOD** for a full description of which reference is here made to an application for Letters Patent of the United States identified as attorney's **Case No. BAC 165**, and

WHEREAS, Baltimore Aircoil Company, Inc., a corporation organized and existing under the laws of the State of Delaware, having an office and place of business at 7595 Montevideo Road, Jessup, MD 20794, hereinafter called the "Assignee", is desirous of acquiring the entire right, title and interest in and to said invention, the application above identified, and in, to and under Letters Patent which may be obtained for said invention, as hereinafter more fully set forth.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient considerations, the receipt of which by the said Assignors from the said Assignee is hereby acknowledged, the said Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer unto the said Assignee, and its successors, assigns, and legal representatives, the entire right, title and interest for the United States in and to the invention and application herein identified, and any Letters Patent of the United States that may issue for said invention, together with the entire right, title and interest in and to said invention and application for Letters Patent and Letters Patent therefor in all countries foreign to the United States; to have and to hold for the sole and exclusive use and benefit of the said

Assignee, its successors, assigns and legal representatives, to the full end of the term or terms for which any and all of said Letters Patent for said invention may issued.

And the said Assignors do hereby covenant and agree, for themselves and their legal representatives, that they will assist their said Assignee in the prosecution of the application herein identified; in the making and prosecution of any other application for Letters Patent that the said Assignee may elect to make covering the invention herein identified, as hereinbefore set forth; in vesting in the said Assignee like exclusive title in and to all such other applications and Letters Patent; and in the prosecution of any interference which may arise involving said invention, or any application or Letters Patent herein contemplated; and that they will execute and deliver to the said Assignee any and all additional papers which may be requested by the said Assignee to fully carry out the terms of this Assignment.

And the said Assignors do hereby covenant with said Assignee, its successors, assigns and legal representatives that the rights and property herein conveyed are free and clear of any adverse assignment, grant, mortgage, license or other encumbrance, and that they have the full right to convey to the same in manner and form as herein expressed.

