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CEMCORP LTD.

Execution Date(s) AUGUST 19, 2004Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance:**

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)Name: KEITH WALKER

Internal Address: _____

Street Address: 2210 DALE RIDGE DRIVECity: OAKVILLEState: ONTARIOCountry: CANADA Zip: L6M 3L4Additional name(s) & address(es) attached? ☒ Yes ☐ No**4. Application or patent number(s):**

A. Patent Application No.(s)

NOT APPLICABLE

☒ This document is being filed together with a new application.

B. Patent No.(s)

NOT APPLICABLE

Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**Name: MIREK WARAKSAInternal Address: C/O KOZLOWSKI & COMPANYStreet Address: 1491 HOLLYWELL AVENUECity: MISSISSAUGAState: ONTARIO Zip: L5N 4P2Phone Number: 905-542-7070Fax Number: 905-542-3434

Email Address: _____

6. Total number of applications and patents involved:

ONE (1)

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
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Signature

AUGUST 20, 2004

Date

MIREK WARAKSA

Name of Person Signing

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

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PATENT
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RECORDATION FORM COVER SHEET PATENTS ONLY

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1. Name of conveying party(ies)/Execution Date(s):

2. Name and address of receiving party(ies)

Name: ALAN RICHARD MONRO

Internal Address: _____

Execution Date(s): _____

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

Street Address: 3050 ORLEANS ROAD, UNIT 68

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

City: MISSISSAUGA

State: ONTARIO

Country: CANADA Zip: L5L 5P7

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☐ No

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Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

ASSIGNMENT

WHEREAS Keith Lloyd Walker and Michael Arthur Coulter whose complete addresses are 2210 Dale Ridge Drive, Oakville, Ontario, L6M 3L4, Telephone No. (647) 886-1850, Fax No. (None), CANADA, and 2158 Fowler Lane, Mississauga, Ontario, L5K 1B8, Telephone No. (905) 855-3580, Fax No. (None), CANADA, respectively, are all of the co-inventors of an invention entitled AIR FLOW PRODUCER FOR REDUCING ROOM TEMPERATURE GRADIENTS for which utility patent applications are to be filed concurrently herewith in at least Canada and the United States of America;

AND WHEREAS the said Michael Arthur Coulter ("the Assignor") is an employee of Cemcorp Ltd. (the "Assignee") whose complete address is 2170 Stanfield Road, Mississauga, Ontario, L4Y 1R5, Telephone No. (905) 566-7227, Fax No. (905) 566-7228, CANADA, the terms of such employment deeming the above invention to be the property of the said Cemcorp Ltd. save and except as set out below;

AND WHEREAS the said Keith Lloyd Walker and Alan Richard Monroe whose complete addresses are 2210 Dale Ridge Drive, Oakville, Ontario, L6M 3L4, Telephone No. (647) 886-1850, Fax No. (None), CANADA and 3050 Orleans Road, Unit 68, Mississauga, Ontario, L5L 5P7, Telephone No. (416) 726-7590, Fax No. (None), CANADA, respectively, entered into a confidentiality agreement dated January 15, 2004, with the said Cemcorp Ltd. requiring the said Cemcorp Ltd. to assign to the said Keith Lloyd Walker and the said Alan Richard Monroe all rights in the above noted invention;

AND WHEREAS the said Michael Arthur Coulter desires to confirm the assignment of all his right, title and interest in the said invention for Canada, the United States of America, and all other countries of the world to the said Cemcorp Ltd. so that the said Cemcorp Ltd. may in turn assign same to the said Keith Lloyd Walker and the said Alan Richard Monroe;


NOW THEREFORE WITNESSETH that in consideration of the sum of ONE (\$1.00) DOLLAR, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby assign to the Assignee all of the Assignor's right, title and interest, for Canada, the United States of America, and all other countries of the world, in and to the said invention, including, but not limited to, the said Canadian utility patent application and the said U.S. utility patent application and any other utility patent applications, or their equivalents, filed in any other country of the world, and in and to any patents, or the equivalents thereof, issuing therefrom, in Canada, the United States of America, and any other countries of the world, and without limiting the generality of the foregoing, and any and all substitutes, divisions, continuations, and reissues, as fully and effectually as the Assignor would have held same had this assignment and sale not been made;


AND FOR THE SAID CONSIDERATION the said Assignor and his heirs, executors, administrators, estate trustees, other legal representatives, and assigns, hereby authorizes and empowers the assignee and its successors, and assigns, to invoke and claim for any utility patent

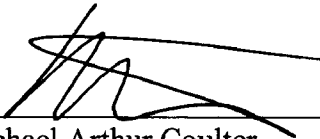
application or similar or other form of intellectual property protection, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it and to invoke and claim such right or priority without further authorization from the said Assignor;

AND FOR THE SAID CONSIDERATION the Assignor hereby agrees to execute, upon request, any and all further documents which may be reasonably necessary or advisable to enable the said assignee and its successors, and assigns, to prosecute any and all applications connected with the said invention and execute any and all documents which may be necessary or desirable to vest or perfect title to any Intellectual Property rights in the said invention to the said Assignee, at the reasonable expense of the said Assignee.

DATED at Mississauga, Ontario, Canada this 19th day of August, 2004.



Witness to the signature of
Michael Arthur Coulter
Print name of witness:




Michael Arthur Coulter
Assignor