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PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

9-10-04

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

PEF Industries, Inc.

Execution Date(s) May 29, 2003

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

2. Name and address of receiving party(ies)

Name: Nesbittaire, LLC

Internal Address: _____

Street Address: 13745 Highway 59 North

City: Somerville

State: TN

Country: USA Zip: 38068

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

3. Nature of conveyance:

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

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

10/298,957
10/201,647

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Douglas T. Johnson

Internal Address: _____

Street Address: Suite 1000 Volunteer Building

832 Georgia Avenue

City: Chattanooga

State: TN Zip: 37402

Phone Number: 423-756-6600

Fax Number: 423-785-8480

Email Address: djohnson@millermartin.com

6. Total number of applications and patents involved:

2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

9/7/2004

Date

Douglas T. Johnson

Name of Person Signing

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

4

Documents to be recorded (Including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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PATENT
REEL: 015780 FRAME: 0249

ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS is made and entered into as of this 29th day of May, 2003 by and between **PEF Industries, Inc.**, a Tennessee corporation (hereinafter referred to as "Assignor"), and **Nesbittaire, LLC**, a Delaware limited liability company (hereinafter referred to as "Assignee").

WITNESSETH

WHEREAS, Assignor warrants that it is the sole owner of all rights in the patent applications listed on Exhibit A attached hereto (the "Patents");

WHEREAS, Assignor has not licensed, assigned, or transferred any rights in any of the Patents to any other party;

WHEREAS, pursuant to the Asset and Purchase Agreement between Assignor, Assignee and LCC Holdings, Inc. dated May 12, 2003, as amended by instrument dated May 27th, 2003, the Assignor agrees to transfer ownership to Assignee of the Patents listed on Exhibit A attached hereto; and

WHEREAS, Assignee is desirous of acquiring the Patents.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agrees as follows:

1. Assignor does hereby sell, assign and transfer unto Assignee, all of Assignor's right, title and interest in and to the Patents and to any reissue, reexamination, continuation, and any other applications therefor, the same to be held and enjoyed by Assignee, for its own use and behoof, and for its legal representatives and assigns.

2. Assignor agrees to sign all lawful papers, execute all reissue and other applications, make all assignments and rightful oaths and generally do everything possible to aid Assignee, its successors, assigns and nominees, to obtain and enforce proper protection for the Patents in all countries throughout the world.

3. The terms and provisions hereof shall extend to and be binding upon the parties hereto, their successors and assigns. This agreement shall be governed and construed in accordance with the laws of the State of Tennessee. This agreement constitutes the entire agreement of the parties hereto on the subject matter hereof and may be modified only by written agreement of the parties hereto.

Exhibit A

Patent Applications

- 1) 10/298,957 (Filed on November 19, 2002, for self-contained modular unit ventilator)
- 2) 10/201,647 (Filed on July 24, 2002, for “unicoil” modular coil and the motor board, both for the same product family and on the same application)