

01-28-2005



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IN THE UNIT

IN RE APPLICATION OF : William J. KUBIK
 FOR : **INSTANTANEOUS WATER HEATER**
 SERIAL NO. : Unknown
 FILED : Herewith
 EXAMINER : Unknown
 ART UNIT : Unknown
 CONFIRMATION NO. : Unknown
 ATTORNEY DOCKET NO. : GHMZ 2 00002

1-18-05

ASSIGNMENT RECORDATION FORM COVER SHEET

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

To the Director of the U.S. Patent and Trademark Office:

Please record the attached document(s) or copy thereof.

1. Name of Conveying Party(ies) Execution Date(s):
William J. Kubik **January 7, 2005**

2. Name and address of Receiving Party(ies):
Graham Corporation
20 Florence Avenue
Batavia, NY 14020
US

3. Description of the interest conveyed:
 Assignment
 Security Agreement
 Other:
 Change of Name
 Merger

01/28/2005 DBYRNE 00000049 11037027 40.00 DP
 01 FC:8021

PATENT
REEL: 016192 FRAME: 0017

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

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

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

Patrick R. Roche, Esq.
Fay, Sharpe, Fagan, Minnich & McKee, LLP
1100 Superior Avenue
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Cleveland, OH 44114-2518
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6. Total number of applications and patents involved: 1

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

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

8. Deposit Account Number (attached duplicate copy of this form if paying by Deposit Account): 06-0308.

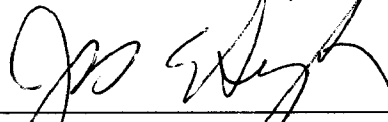
9. Please charge any additional fees or credit overpayment to Deposit Account No. 06-0308.

10. 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.

11. Total number of pages enclosed: 5.

Respectfully submitted,

FAY, SHARPE, FAGAN,
MINNICH & McKEE, LLP




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January 18, 2005
Date

CERTIFICATE OF MAILING

I certify that this Assignment Recordation Form Cover Sheet and accompanying document(s) are being
 deposited with the United States Postal Service as First Class mail under 37 C.F.R. § 1.8, addressed to Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on the date indicated below.
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Express Mail Label No.: EV 495000698 US	Signature 
Date January 18, 2005	Printed Name Barbara Brazier

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ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/We, the undersigned, **William J. Kubik** of 2160 Phelps Road, Basom, NY 14013 who has/have created a certain invention for which a U.S. Patent Application has been

executed concurrently herewith
 executed on _____
 filed _____, 200_____ and assigned Application Serial No. _____

and is entitled

INSTANTANEOUS WATER HEATER

hereby sell, assign and transfer to **Graham Corporation**, ("Assignee"), having a place of business at **20 Florence Avenue, Batavia NY 14020**, its successors, assigns, nominees or other legal representatives, the full, exclusive, entire worldwide rights, title and interest in, to, and under said invention as described and claimed in said application, including the provisional application from which it claims priority, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, nominees, or other legal representatives, to the end of the term or terms for which said Letters Patent are or may be granted, reissued, or extended, as fully and entirely as the same would have been held and enjoyed by Inventors if this assignment and sale had not been made; all of the entire rights, title and interest in and to said invention and said application, and all original and reissued patents granted for said invention, and all divisions, reissues, continuations-in-part, and continuations of said application, including the subject matter of any and all claims which may be obtained in every patent, and the right, where such right can be legally exercised, in Assignee's own name to apply for and obtain patents in countries foreign to the United States, including the full right to claim for any such application the benefits of the International Convention and the Patent Cooperation Treaty as fully and entirely as Inventors could have done if the foreign application had been filed in the names of the Inventors, and the entire interest in any Letters Patent which may be granted on any such application in such foreign countries, and Inventors authorize and request the Commissioner of Patents of the United States, and any official of any country or countries foreign to the United States whose duty is to issue patents on applications as aforesaid, to issue the said Letters Patent to Assignee, its successors, assigns, nominees, or other legal representatives, as Assignee and owner of the said entire rights, and Inventors covenant that Inventors have the full right to convey the said entire interest herein assigned and that Inventors have not executed and will not execute any agreement in conflict herewith, and Inventors will communicate to Assignee, its successors, assigns, nominees, or other legal representatives all facts known to Inventors respecting said invention, whenever requested, and testify in any legal proceedings, sign all lawful papers, execute and deliver all divisional, continuing, and reissue applications, make all rightful oaths or declarations, and do all lawful acts requisite for the application for such divisional, continuing, or reissue applications, or the

procuring thereof, and that if and when Assignee, its successors, assigns, nominees, or other legal representatives desire to file a disclaimer relating thereto, Inventors will, upon request, sign and deliver all lawful papers requisite for the filing of such disclaimer; and

Inventors further covenant and agree that Inventors will, at any time upon request, do everything possible to aid Assignee, its successors, assigns, nominees, or other legal representatives, either in the name of Inventors or Assignee, to apply for, obtain, and enforce proper patent protection for said invention in all countries, according to the International Convention and the Patent Cooperation Treaty, and all the laws and treaties in force, all without further consideration but at the expense of Assignee, its successors, assigns, nominees, or other legal representatives.

Signed at Batavia, NY on Jan 7, 2005,

William J. Kubik
William J. Kubik

State of New York)
County of Genesee)ss:
)

On this 7th day of January, before me personally came **William J. Kubik**, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Carole M. Anderson
Notary Public

Seal

Carole M. Anderson
Notary Public in the State of New York
Qualified in Genesee County
Commission Expires 8/31/05