

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	04/01/1994
CONVEYING PARTY DATA	
Name	Execution Date
Clark United Corporation	04/01/1994
RECEIVING PARTY DATA	
Name:	Ventilation Acquisition Corporation
Street Address:	4801 N. Prospect Road
City:	Peoria Heights
State/Country:	ILLINOIS
Postal Code:	61614
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	D327947
Patent Number:	4831921
Patent Number:	5326313
CORRESPONDENCE DATA	
Fax Number:	(412)566-6099
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(412) 566-6965
Email:	ipmail@eckertseamans.com
Correspondent Name:	Grant E. Coffield
Address Line 1:	600 Grant Street, 44th Floor
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219
ATTORNEY DOCKET NUMBER:	282496-00187
NAME OF SUBMITTER:	Grant E. Coffield

OP \$120.00 D327947

**Total Attachments: 6**

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**PATENT**

**REEL: 016641 FRAME: 0671**

## ASSET PURCHASE AGREEMENT

AGREEMENT dated April 1, 1994, by and among Clark United Corporation, a Texas corporation ("Seller"), Howard N. Clark, an individual residing in Texas ("Clark") and Ventilation Acquisition Corporation, a Delaware corporation ("Buyer").

### BACKGROUND

Seller manufactures various residential ventilator and cooling fans, wind turbine ventilators and mobile cooling fans (collectively, the "Business") at a leased facility located at 3000 W. Commerce Street, Dallas, Texas (the "Facility"). Clark is the President and sole stockholder of Seller. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Business and all of Seller's assets of all and every kind, whether real or personal, tangible or intangible, in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

### ARTICLE I PURCHASE AND SALE OF ASSETS ASSUMPTION OF CERTAIN LIABILITIES AND PURCHASE PRICE

#### 1.01 ASSETS TO BE ACQUIRED.

On the terms and conditions set forth in this Agreement, Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase on the Closing Date (as hereinafter defined), the Business and all of Seller's assets (the Business and all assets used in the Business are herein collectively referred to as the "Assets") located at the Facility or elsewhere, including but not limited to:

- (a) all vehicles, forklifts, trucks and other rolling stock, all machinery, equipment, dies, molds, fixtures, furniture, furnishings and supplies, together with all assignable warranties of third parties related thereto;
- (b) all improvements to the Facility which are owned by Seller;

(c) all inventories, including, but not limited to, raw materials, work in process, finished goods, samples, supply inventory, spare parts and shop supplies (collectively, the "Inventories"), together with all rights of Seller against suppliers of parts and other materials to Seller;

(d) all shop rights, inventions, discoveries, improvements, designs, patterns, processes, formulae, operations, trade-secrets, ideas, know-how, and other proprietary and technical information under the control of Seller; and all right, title and interest of Seller in patents, trademarks, service marks, trade names (including the name "Clark United" and all derivations thereof), copyrights and other intellectual property including applications for any of the foregoing (collectively, the "Intellectual Property");

(e) the goodwill of the Business;

(f) the rights of Seller under all executory contracts, leases, invoices, purchase orders and other contractual commitments or arrangements, whether oral or written;

(g) all books of account, records, files, invoices, copies of historical personnel payroll and medical records of each of the Hired Employees (as defined in Section 7.01), customer lists, vendor lists and similar data whether in documentary form or stored in a computer;

(h) all marketing, sales and product technical information and all catalogues, sales literature and other sales and promotional material of all and every kind;

(i) all lockbox receipts, cash, cash equivalents, securities, trade accounts receivable (whether or not reflected on the Closing Financial Statements), prepayments, security and utility deposits, insurance refunds or proceeds, whether the foregoing are in hand, in an account or in transit; and all other rights, receivables, claims and causes of action of all and every kind, including without limitation, rights to returned or repossessed goods and rights as an unpaid vendor;

(j) all computer hardware, software and related furnishings and equipment;

(k) any and all profits resulting from the operation of the Business which are attributable to the period beginning on January 1, 1994 up to the Effective Time (as defined in Section 2.02 herein); and

(e) Except as set forth on **Schedule 3.03(e)**, all of the buildings, storage facilities, improvements, fixtures, structures, and appurtenances leased or used by Seller are in good operating order and in a state of good maintenance and repair, are adequate and suitable for the purposes for which they are presently being used, do not encroach on property of others, are free of manifest defects, and Seller has adequate rights of ingress and egress for the operation of the Business in the ordinary course.

(f) Seller does not lease or sub-lease any real property to another person.

### **3.04 TITLE TO ASSETS.**

Except as set forth in **Schedule 3.04**, Seller has good, absolute and marketable title to the Assets or, with respect to goods in transit, will have good and marketable title in the foregoing, in each case, free and clear of any lien, lease, mortgage, pledge, license, easement, charge, encumbrance, consignment, security interest, option, claim or restriction whatsoever (collectively, "Encumbrance") and will convey the Assets free and clear of any and all Encumbrances. Seller has not granted any person a power of attorney with respect to any of the Assets.

### **3.05 INTELLECTUAL PROPERTY RIGHTS.**

(a) **Schedule 3.05** contains a description (including filing or registration numbers where applicable) of (i) all trademarks, service marks, trade names, fictitious names, assumed names, label filings, patents, copyrights, logos, inventions, discoveries and other industrial and intellectual property rights and all applications therefor and registrations thereof, owned by Seller or which Seller has the right to use or in fact uses (pursuant to license agreements or otherwise) in connection with the Business (collectively the "Intellectual Property") and (ii) contracts, agreements or understandings to which Seller is a party pursuant to which any person other than Seller has the right to use the Intellectual Property in any business or commercial activity. The Intellectual Property has been registered, filed or issued (if at all) in the respective offices and jurisdictions indicated in **Schedule 3.05**.

(b) Seller has not licensed, nor is it currently licensing, any of the Intellectual Property to any third party.

(c) To the best of Seller's and Clark's knowledge, neither the operation of the Business nor the Intellectual Property infringes upon any rights owned or held by any other person. Except as disclosed in **Schedule 3.05**, no allegations have been made that Seller has infringed, misappropriated or misused any

ARTICLE XI  
GENERAL PROVISIONS

11.01 NOTICES.

All notices, request, demands, and other communications hereunder ("Notice") shall be in writing and may only be delivered (i) in person (ii) mailed by first class registered or certified mail, (iii) delivered by facsimile transmission, or (iv) sent via overnight mail, as follows:

If to Buyer:

Ventilation Acquisition Corporation  
c/o Air Vent, Inc.  
4801 N. Prospect Road  
Peoria Heights, IL 61614  
Attention: President  
Telecopy: 800-635-7006

With a copy (which shall not constitute notice) to:

CertainTeed Corporation  
750 East Swedesford Road  
Valley Forge, PA 19482  
Attention: General Counsel  
Telecopy: 215-341-7087

If to Seller or Clark:

Mr. Howard N. Clark  
9422 Alva Court  
Dallas, Texas 75220

or to such other address as the parties hereto may designate in writing to the other parties in accordance with this Section 11.1. Any party may change the address to which notices are to be sent to it by giving written notice of such change of address to the other parties in the manner above provided for giving notice.

11.02 NO BENEFIT TO OTHERS.

The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the parties hereto and, in the case of Article 9 hereof, the indemnified parties and their heirs, executors, administrators, legal representatives, successors, and assigns, and they shall not be construed as conferring any rights on any other persons.

SCHEDULE 3.05

<u>DESCRIPTION</u>	<u>REGISTRATION NO.</u>	<u>FILING LOCATION</u>
Barrel Fan	Patent No: Des-327,947 Date of Patent: July 14, 1992	United States Patent Office
Spindle Bearing Assembly for Turbine Ventilator	Patent No: 4,831,921 Date of Patent: May 23, 1989	United States Patent Office
Dual Speed Controller for Attic Ventilator	Patent No: 5,049,801 Date of Patent: Sept 17, 1991	United States Patent Office
Thrust Bearing Assembly for Roof Turbine	Patent No: N/A Application for Grant of U.S. Letters Patent Filed	United States Patent Office
Low-Profile WholeHouse Attic Fan	* Application for Grant of U.S. Letters Patent Filed	United States Patent Office
* Application abandoned in approximately 1988 - 1989		
TradeMark "Air America"	1062705 **Filing Date: April 5, 1977	United States Patent and Trademark Office
**Doubtful whether affidavit showing continued use was properly or timely filed.		

<u>DESCRIPTION</u>	<u>REGISTRATION NO.</u>	<u>FILING LOCATION</u>
Tradename/Trademark "CoolTemp"	No registration or filing made	N/A
Tradename/Trademark "Super Fan"	No registration or filing made	N/A
Tradename/Trademark "Attic-Aire"	No registration or filing made	N/A

Emerson Electric Company: In approximately 1986 Emerson Electric Company advised Seller of an alleged claim of infringement against Seller pertaining to whole house fans. Emerson claimed infringement of Emerson Electric US Patents 4,385,550 and 4,596,180 and as more particularly described in its attorney's letter dated October 10, 1986 a copy of which has been provided to Buyer. Seller has denied any claim of infringement.