

11-29-2005

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

REI

ET

11/25/05

103126637

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

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

Valery Kagan Nov. 21, 2005

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

2. Name and address of receiving party(ies)

Name: OptiTherm Technologies, LLC

Internal Address: _____

Street Address: 19 French Court

City: Merrimack

State: NH

Country: _____ Zip: 03054

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 a number(s):

This document is being filed together with a new application

A. Patent Application No.(s)

10/884,851

B. Patent No.(s)

Additional numbers attached? Yes No

RECORDS SECTION
NOV 25 AM 7:25

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

Name: Therese A. Hendricks, Esq.

Internal Address: Suite 800

Street Address: One State Street

City: Boston

State: MA Zip: 02109

Phone Number: (617) 367-4600

Fax number: (617) 367-4656

Email Address: thendricks@kipat.com

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 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 02-3038

Authorized User Name
Therese A. Hendricks, Esq., Reg. No. 30,389

Authorized to charge additional fees to Deposit Acct.

11/28/2005 DBYRME 00000006 10884851
01 FC:0021 40.00 DP

9. Signature: Therese A. Hendricks
Signature

Date: Nov 23, 2005

Therese A. Hendricks, Esq.

Name of Person Signing

Total number of pages including cover sheets, attachments, and documents: **3**

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

ASSIGNMENT

WHEREAS I/We, the below named inventor(s), [hereinafter referred to as Assignor(s)], have made an invention entitled:

HEATING SYSTEMS AND METHODS

for which I/We executed an application for United States Letters Patent concurrently herewith or filed an application for United States Letters Patent on July 2, 2004 (Application No. 10/884,851); and

WHEREAS, OptiTherm Technologies, LLC, a business whose post office address is 19 French Court, Merrimack, NH 03054 (hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to the application for United States Letters patent on this invention and the Letters Patent to be issued upon this application;

NOW THEREFORE, be it known that for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other good and valuable consideration the receipt of which from Assignee is hereby acknowledged, I/We, as Assignor(s), have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, my/our entire right, title, and interest in and to this invention, provisional Application No. ____, filed ____ (if any), and this application, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of the above provisional application (if any), as well as all rights to claim priority on the basis of this application, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues thereof; and I/We hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this inventions to Assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, I/WE HEREBY covenant that I/We have the full right to convey the interest assigned by this Assignment, and I/We have not executed and will not execute any agreement in conflict with this Assignment;

AND, I/WE HEREBY further covenant and agree that I/We will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to me/us respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors or assigns, execute all divisional, continuation, and reissue applications make all rightful oaths and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

IN TESTIMONY WHEREOF, I/We have hereunto set our hands.

Name: Valery Kagan
Address: 46 Laura Lane
Colchester, VT 05446
Signature: *V. Kagan*
Date: 11/24/2005