

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Barry N. JACKSON | 10/30/2006 |
| RECEIVING PARTY DATA | |
| Name: | Rheem Manufacturing Company |
| Street Address: | 500 Northpark Town Center, 1100 Abernathy Road, N.E. |
| Internal Address: | Suite 1400 |
| City: | Atlanta |
| State/Country: | GEORGIA |
| Postal Code: | 30328 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 11611248 |
| CORRESPONDENCE DATA | |
| Fax Number: | (214)200-0853 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
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| Email: | kris.garcia@haynesboone.com |
| Correspondent Name: | J. Richard Konneker |
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| Address Line 2: | Suite 3100 |
| Address Line 4: | Dallas, TEXAS 75202 |
| ATTORNEY DOCKET NUMBER: | 38311.14 |
| NAME OF SUBMITTER: | J. Richard Konneker |
| Total Attachments: 2 source=3831114ExecutedAssignment#page1.tif source=3831114ExecutedAssignment#page2.tif | |

CH \$40.00 11611248

PATENT

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REEL: 018641 FRAME: 0971

ASSIGNMENT

WHEREAS, I,

Barry N. Jackson
2604 Eagle Valley Drive
Woodbury, MN 55129

have invented certain improvements in

SIDE PORT INSERT DESIGN FOR WATER HEATER

for which I have filed an application for Letters Patent of the United States of America on December 15, 2006 under application number 11/611,248; and

WHEREAS, I authorize the attorney of record to update this document to include Patent Office information as deemed necessary (i.e., filing date, application number, etc.);

WHEREAS, RHEEM MANUFACTURING COMPANY(Assignee), a corporation organized and existing under the laws of the State of Delaware, having its principal office and place of business at 500 Northpark Town Center, 1100 Abernathy Road, N.E., Suite 1400, Atlanta, Georgia 30328, is desirous of obtaining the entire right, title, and interest in, to and under the said invention and the said application in the United States of America and in any and all countries foreign thereto;


NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration, I have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said Assignee, its successors, legal representatives, and assigns, the entire right, title, and interest in, to and under the said invention, and the said application, and all divisional, renewal, substitutional, and continuing applications thereof, and all Letters Patent of the United States of America which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may be filed for said invention in any country or countries foreign to the United States of America, and all extensions, renewals, and reissues thereof, and all prior patents and patent applications from which a filing priority of the above-described patent application may be obtained, including the right to collect past damages; and I hereby authorize and request the Commissioner of Patents of the United States of America, and any official of any country or countries foreign to the United States of America, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said invention to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I HEREBY covenant that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

AND I HEREBY further covenant and agree that I will communicate to said Assignee, its successors, legal representatives and assigns, any facts known to me respecting said invention, and testify in any legal proceedings, sign all lawful papers, execute all divisional, renewal, substitutional, continuing, and reissue applications, make all rightful declarations and/or oaths

and generally do everything possible to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention in all countries.

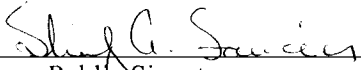
Dated: OCTOBER 30, 2006

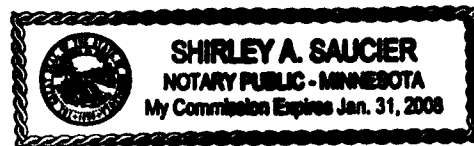

Barry N. Jackson

State of Minnesota §

County of Dakota MN §

On this 30 day of October, 2006, personally appeared Barry N. Jackson, to me known and known to me to be the person described in and who executed the foregoing document, and acknowledged to me that the execution of the same was a free act and deed.


Notary Public Signature



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