

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
William T Downey		01/30/2007
Mark W Yorns		01/30/2007
RECEIVING PARTY DATA		
Name:	GUARDAIR CORPORATION	
Street Address:	54 SECOND AVENUE	
City:	CHICOPEE	
State/Country:	MASSACHUSETTS	
Postal Code:	01020	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	11669125	
CORRESPONDENCE DATA		
Fax Number:	(617)832-7000	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	skamholz@foleyhoag.com	
Correspondent Name:	Scott E. Kamholz	
Address Line 1:	155 Seaport Blvd	
Address Line 2:	Foley Hoag LLP	
Address Line 4:	Boston, MASSACHUSETTS 02210-2600	
ATTORNEY DOCKET NUMBER:	GCK-003.02	
NAME OF SUBMITTER:	Scott E. Kamholz	
<p>Total Attachments: 4</p> <p>source=GCK00302assign#page1.tif</p> <p>source=GCK00302assign#page2.tif</p> <p>source=GCK00302assign#page3.tif</p>		

CH \$40.00 11669125

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REEL: 018827 FRAME: 0158

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ASSIGNMENT

Whereas we, William T. Downey, whose residence address is 96 Bay State Road, Boston, MA 02215, and Mark W. Yorns, whose residence address is 70 Belleclaire Avenue, Longmeadow, MA 01106, have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled SAFETY AIR GUNS, filed January 30, 2007, and identified by Foley Hoag LLP Docket No. GCK-003.02; and

Whereas Guardair Corporation, whose address is 54 Second Avenue, Chicopee, MA 01020, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited;

Now, therefore, for valuable consideration furnished by Assignee to us, the receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer, and convey to Assignee our entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent;
2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
3. Authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct;
4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;
5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to

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Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment as an instrument under seal on the dates indicated next to our names.

1/30/07
Date

[Signature]
William T. Downey, Inventor

1/30/07
Date

[Signature]
Witness

LEE VODRA
Witness's Printed Name

Date

Mark W. Yorns, Inventor

Date

Witness

Witness's Printed Name

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2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
3. Authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct;
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In testimony of which we have executed this Assignment as an instrument under seal on the dates indicated next to our names.

_____ Date	_____ William T. Downey, Inventor
_____ Date	_____ Witness
	_____ Witness's Printed Name
<u>01/30/07</u> Date	<u>Mark W. Yorns</u> Mark W. Yorns, Inventor
<u>1/30/07</u> Date	<u>Jacqueline Carosello</u> Witness
	<u>Jacqueline Carosello</u> Witness's Printed Name