

10-31-2007

Form PTO-1595

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(Rev. 10/02)

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

OMB No. 0651-0027 (exp. 6/30/2005)

103457781

Tab settings ⇌ ⇌ ⇌ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Emerson Electric Co.  
8000 Florissant  
St. Louis, Missouri (MO) 63136Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: 03/06/2007

## 2. Name and address of receiving party(ies)

Name: Essick Air Products, Inc

Internal Address: \_\_\_\_\_

Street Address: 5800 Murray Street

City: Little Rock State: AR Zip: 72209-2543

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

If this document is being filed together with a new application, the execution date of the application is: 03/06/07

A. Patent Application No.(s) \_\_\_\_\_

B. Patent No.(s) 6805336; 6769761;  
6679483; 6550748; 6458280; 6315272Additional numbers attached? ☒ Yes ☐ No

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

Name: Stephen D. Carver

Internal Address: Suite 800

Street Address: 2024 Arkansas Valley Drive

City: Little Rock State: AR Zip: 72212-4147

## 6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 920.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number:

DO NOT USE THIS SPACE

## 9. Signature.

Stephen D. Carver

Name of Person Signing

Signature

Oct 24, 07  
Date

Total number of pages including cover sheet, attachments, and documents: 14

10/30/2007 MJAMA1 00000003 00000000 documents to be recorded with required cover sheet information to:  
 Commissioner of Patents & Trademarks, Box Assignments  
 Washington, D.C. 20231  
 01 FC:8021 920.00 0P

PATENT  
 REEL: 020054 FRAME: 0269

**PATENT ASSIGNMENT  
ADDITIONAL PATENT NUMBERS**

6311958

6189869

6176474

6176473

6149069

5975502

5863471

5759451

5746359

5573713

5482190

5480588

5447663

5061405

5014908

4865775

4822533

**Schedule A**

<b><u>Description</u></b>	<b><u>Number</u></b>	<b><u>Country Issued</u></b>	<b><u>Date Filed</u></b>	<b><u>Date Granted</u></b>	<b><u>Expiration Date</u></b>
Self-sealing dispensing valve for humidifier water bottles	6,805,336	U.S.A.	3-4-02	10-19-04	3-4-2022
Device and method for indicating the amount of water Contained in a humidifier water bottle	6,769,671	U.S.A.	3-1-02	8-3-04	3-1-2022
Dry out mechanism for humidifier	6,679,483	U.S.A.	4-7-03	1-20-04	4-7-2023
Dry out mechanism for humidifier	6,550,748	U.S.A.	5-29-01	4-22-03	5-29-2021
Device and method for dispensing bacteriostat into Into humidifier	6,458,280	U.S.A.	12-29-99	10-1-02	12-29-2019
Humidifier with stacked reservoir	6,315,272	U.S.A.	12-29-99	11-13-01	12-29-2019
Humidifier with detachable fan assembly	6,311,958	U.S.A.	11-24-99	11-6-01	12-29-2019
Wick System for a humidifier	6,189,869	U.S.A.	3-8-99	2-20-01	3-8-2019
Humidifier bottle with side fill/side dispensing cap	6,176,474	U.S.A.	12-1-98	1-23-01	12-1-2018
Humidifier bottle assembly having two bottles and a comparison device to determine which bottle has more water	6,176,473	U.S.A.	10-8-98	1-23-01	10-8-2018
Humidifier bottle assembly	6,149,069	U.S.A.	10-8-98	11-21-00	10-8-2018
Wick system for a humidifier and a method for operating the wick system	5,975,502	U.S.A.	7-27-98	11-2-99	7-27-2018
Compressible/expandable humidifier wick and method for Manufacture	5,863,471	U.S.A.	12-20-96	1-26-99	12-20-2016
Humidifier having multi-stage fans	5,759,451	U.S.A.	3-1-96	6-2-98	3-1-2016
Air seal for humidifier water bottle	5,746,359	U.S.A.	6-6-96	5-5-98	6-6-2016
Humidifier having multi-stage fans	5,573,713	U.S.A.	6-6-95	11-12-96	6-6-2015
Filling trough/dispensing cap	5,482,190	U.S.A.	9-26-94	1-9-96	9-26-2014
Humidifier with exposed spaced bottles	5,480,588	U.S.A.	12-5-94	1-2-96	12-5-2014
Floor mounted humidifier with wheeled water reservoir tank	5,447,663	U.S.A.	3-15-94	9-5-95	3-15-2014
Constant humidity evaporative wicking filter humidifier	5,061,405	U.S.A.	2-12-90	10-29-91	2-12-2010
Control circuit using a sulphonated fluorocarbon humidity	5,014,908	U.S.A.	11-27-89	5-14-91	11-7-2009

Sensor					
Humidifier with floating wick assembly	4,865,775	U.S.A.	10-14-88	9-12-89	10-14-2008
Humidifier with floating wick assembly and replaceable wick elements	4,822,533	U.S.A.	2-17-88	4-18-89	2-17-2008

## ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS is made as of this 6<sup>th</sup> day of March, 2007 by **EMERSON ELECTRIC CO.**, a Missouri corporation ("Assignor"), to **ESSICK AIR PRODUCTS, INC.**, an Arkansas corporation ("Assignee").

Assignor and Assignee are parties to an Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to buy from Assignor, the Assets, including without limitation the patents, patent applications and record of invention set forth on Schedule A hereto (the "Transferred Patents").

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Transferred Patents, and all rights to sue for infringement of any past, present and/or future infringement of any Transferred Patent, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

And by this covenant the Assignor agrees to execute or procure any further necessary assurance of his title to the Transferred Patents; and at any time, upon the request and at the expense of Assignee, or its successors or assigns, will execute and deliver any and all papers that may be necessary or desirable to perfect Assignee's rights in the Patents.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Patents shall be governed by and construed in accordance with the laws of the State of Arkansas, without regard to the principles of conflicts of laws thereunder.

Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

IN WITNESS WHEREOF, the parties have caused this Assignment of Patents to be duly executed and delivered as of the day and year first set forth above.

EMERSON ELECTRIC CO.

By: Alan D. Miclousny  
Name: Alan D. Miclousny  
Title: Attorney-In-Fact

ESSICK AIR PRODUCTS, INC.

By: KIM A. STAFFORD  
Name: KIM A STAFFORD  
Title: PRESIDENT

STATE OF Missouri }  
CITY OF St. Louis } ss:

On this 4th day of March, 2007, before me, a Notary Public, personally appeared Maxon, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.  
[Signature]  
Notary Public in and for said County and State

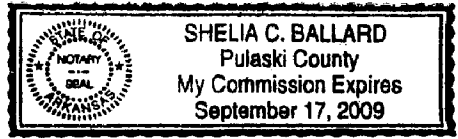
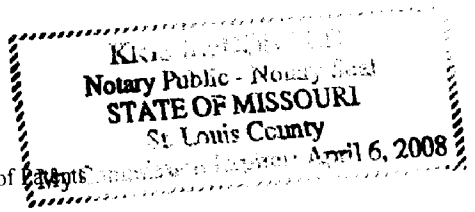
My Commission Expires April 6, 2008

STATE OF ARKANSAS }  
CITY OF LITTLE ROCK } ss:

On this 6th day of March, 2007, before me, a Notary Public, personally appeared KIM A. STAFFORD, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.  
Shelia C. Ballard  
Notary Public in and for said County and State

My Commission Expires 9-17-2009



# PATENT DISCLOSURES AND APPLICATIONS

<u>Track. No.</u>	<u>TITLE</u>	<u>INVENTORS</u>
223	Compressible Humidifier Wick	T. Stanek
ETC-017	Bottle Latch Carry Handle	S. Rhea
ETC-039	Humidifier	K. Hoshino, M.
Williams, D. Schultz		
ETC-043	Method for Filling and Dispensing Water in a Humidifier	M. Williams,
D. Schultz, R. Hale	Application	
	Bottle	
ETC-045	Method for Multiple Humidifier Control	M. Williams
ETC-046	Humidifier Device and Method of Operation	M. Williams
ETC-060	Flexible Filter Seal	M. Williams,
D. Schultz, J. Schuette		
ETC-061	Humidifier Performance Indicator	M. Williams,
D. Schultz		
ETC-062	Moveable Fan Assembly for Easier Filter Replacement	M. Williams,
D. Schultz, J. Schuette		
ETC-064	Bottle Refill Indicator	D. Schultz, M.
Williams		
ETC-065	Pump Operation from Blower Wheel or Fan	M. Williams,
D. Schultz		
ETC-066	Humidifier Output Performance Monitor	M. Williams,
D. Schultz, M. Topham		
ETC-067	Humidifier Pump and Filter Tray System	M. Williams
ETC-070	Flexible Filter Seal	M. Williams,
D. Schultz, J. Schuette		
ETC-084	Flexible Humidifier Filter Seal	D. Schultz, M.
Williams		

ETC-085	Humidifier Filter Invention	J. Hilliard
ETC-086	Method for Inhibiting Microorganism in Liquids	M. Williams
ETC-087	Non-Gurgling Bottle System for Humidifier	D. Schultz, S.
Rhea, M. Tomasiak		
ETC-089	Flexible Humidifier Filter Seal I	D. Schultz, M.
Williams		
ETC-090	Flexible Humidifier Filter Seal II	D. Schultz, M.
Williams		
ETC-092	Flexible Humidifier Filter Seal IV	D. Schultz, M.
Williams		

See attached Record of Invention for new 6 gallon tower humidifier.



## RECORD OF INVENTION

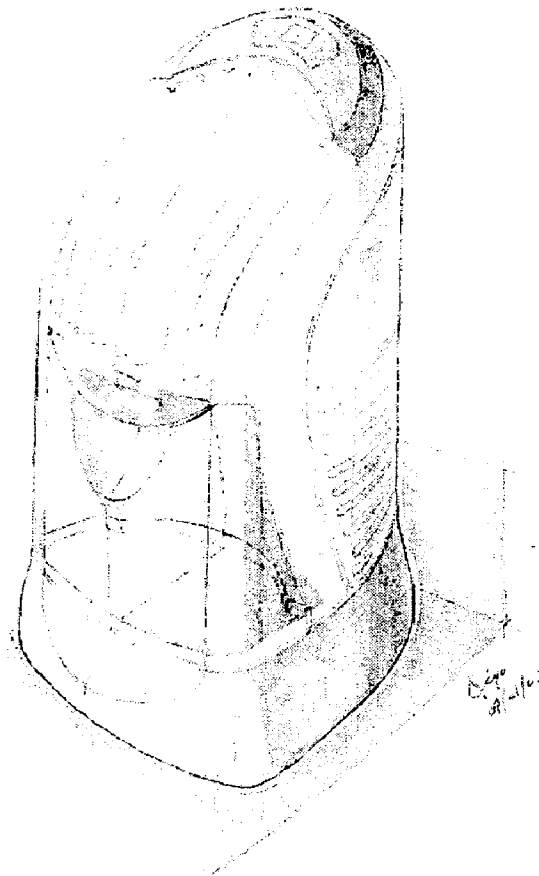
Date: 2-9-07Division: Emerson Tool CompanyDepartment: Engineering

1. Name(s) of Inventor(s):  
Douglas Schultz, Kiyo Hoshino, Matthew Williams
2. Title of Invention:  
Tower Humidifier
3. Conception Date (Give mo., day, & yr.; and specify records relied on):
4. Earliest Disclosure to Others (State when, where, to whom; specify records):  
When: September 7<sup>th</sup>, 2007  
Whom: Sears, Humidifier Buyer  
Records: Sales Meeting
5. Date of Earliest Sketch or Drawing (Give Drawing No.): 08-21-2006



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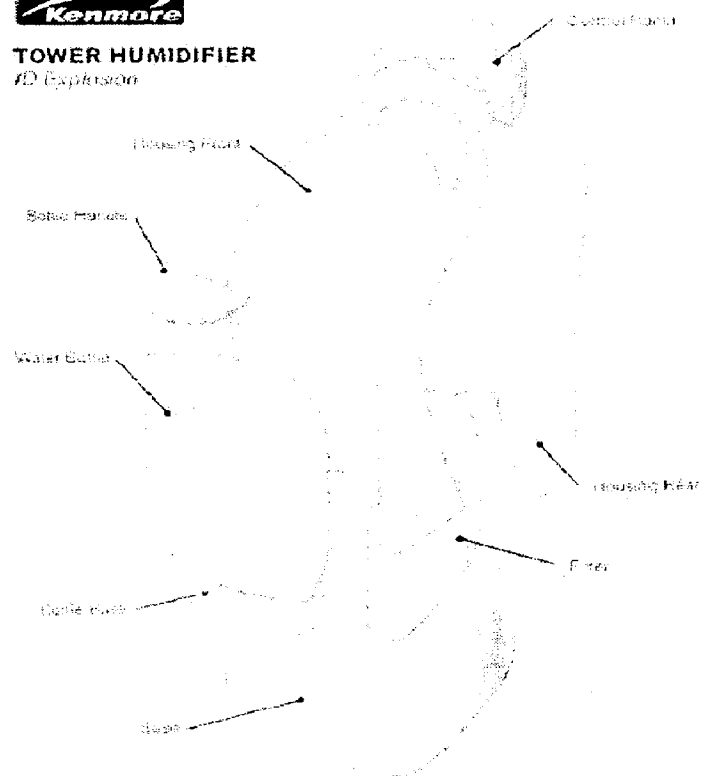
DB 2/9/07

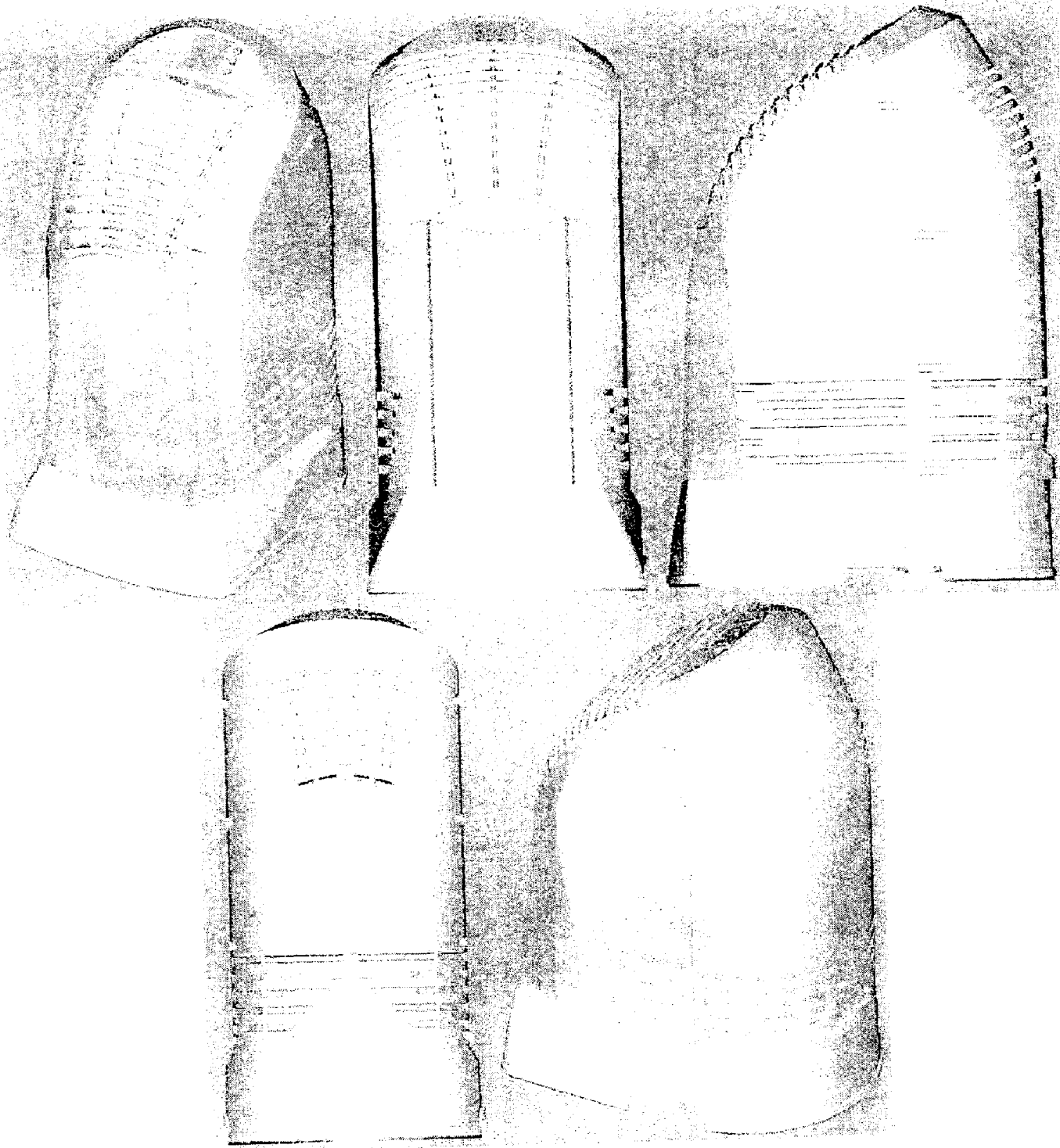


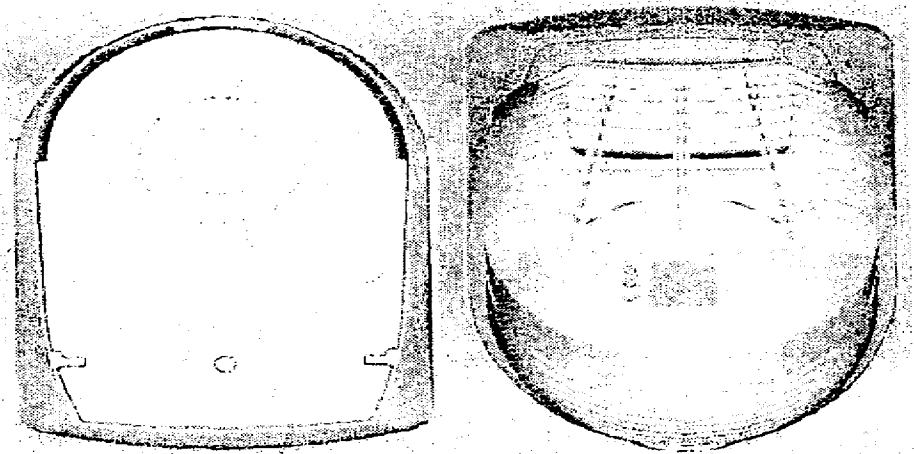
**TOWER HUMIDIFIER**  
ID concept



**TOWER HUMIDIFIER**  
ID Exploration







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6. Earliest Date Invention Was Operated or Produced (State when, where, witnesses, describe tests):  
January 16, 2007; operational test – witnessed by Doug Schultz, Matt Williams; non-documented functional test of humidifier and controls
7. Commercial Practice (When production started or is anticipated):  
Anticipated production start June, 2007
8. Development (Along what lines is further research intended):
9. Circumstances leading to Idea of Invention (Problems giving rise to the idea; how invention overcomes deficiencies; cite patents, publications, etc. relating to the subject):
10. Object of Invention (What is novel; what does it do or do better; does it perform an additional function or the same function in a simpler way):

11. Detailed Description Of Invention (Include sketches, prints, or photographs; supplemental sheets must be signed, dated and referred to herein):
12. Embodiments (State preferred and alternate with specific examples):
13. Evaluation (State advantages and disadvantages):
14. This invention is disclosed pursuant to my signed Employee Patent and Confidential Information Agreement which I agree vests full title thereto in Emerson Electric Co. If such an Agreement has not been signed by me, I hereby agree that this disclosure (and in consideration of its review by Emerson) shall constitute a transfer of full title to the invention to Emerson.

Signature(s) of Inventor(s):

Witnesses:

(Read and understood by)

Name: Douglas Schultz  
Address: 236 Lake Hillcrest Drive  
Glen Carbon, IL 62034

Signature: Doug Schultz 2/9/07

Name: Kiyo Hoshino  
Address: 15540 Hitchcock Road  
Chesterfield, MO 63017

Signature: Kiyo Hoshino 02/09/07

Name: Matthew A. Williams  
Address: 3230 Bridgeport Place Dr.  
Bridgeton, MO 63044

Signature: Matthew Williams 02/09/2007