

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Uwe Backes	10/18/2007
Stephane Thomas	10/18/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ESmart Group Pty Ltd.
<b>Street Address:</b>	9/5 Vuko Place
<b>City:</b>	Warriewood, NSW
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	2102
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	29298213
<b>CORRESPONDENCE DATA</b>	
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<b>Address Line 4:</b>	Arlington, VIRGINIA 22201
<b>ATTORNEY DOCKET NUMBER:</b>	BRAUN-0023
<b>NAME OF SUBMITTER:</b>	Anthony J. Zelano
Total Attachments: 1 source=ASSIGNMENT#page1.tif	

OP \$40.00 29298213

# ASSIGNMENT

ATTY. DOCKET NO. BRAUN-0023

WHEREAS the below named inventor (if only one inventor is named below) or inventors (if plural inventors are named below) hereinafter referred to as the ASSIGNOR invented a certain improvement(s) relating to

RETROFIT FIREPLACE

and for which one or more of the following apply:

- U.S. Provisional Application Serial No. \_\_\_\_\_ was filed in the United States Patent and Trademark Office on \_\_\_\_\_
- A U.S. Design
- application for Letters Patent to be filed in the United States Patent and Trademark Office was executed on even date.
- Application Serial No. \_\_\_\_\_ for Letters Patent was filed in the U.S. Patent and Trademark Office on \_\_\_\_\_
- as International Application No. \_\_\_\_\_ was filed on \_\_\_\_\_, designating the United States.

AND WHEREAS

Esmart Group Pty. Ltd.  
9/5 Vuko Place  
Warriewood, NSW 2102, Australia

hereinafter referred to as the ASSIGNEE, is desirous of acquiring the entire right, title, and interest in and to said invention and all application(s) listed above, including any and all earlier priority rights (U.S. and foreign), divisions and continuations thereof, and any and all Letters Patent which may be granted thereon, including any and all renewals, reissues, reexaminations and extensions thereof.



NOW, WITNESSETH that for good and valuable consideration, the receipt whereof is hereby acknowledged, ASSIGNOR hereby assigns, sells, and transfers to ASSIGNEE, its assigns and legal representatives, the entire and exclusive right, title and interest in and to said invention and application(s), including any and all divisions and continuations thereof, and any and all Letters Patent which may be granted therefor, including any and all renewals, reissues, reexaminations and extensions thereof, and in and to any and all U.S. (including provisional) or foreign priority and/or convention rights or benefits accruing or to accrue with respect to the filing or securing of patents in the United States and/or any countries foreign thereto concerning said invention, SAID ASSIGNEE, its assigns and legal representatives to have, hold, exercise, and enjoy said invention and application, including any and all earlier priority rights (U.S. and foreign), divisions and continuations thereof, any and all Letters Patent which may be granted therefor, including any and all renewals, reissues, reexaminations and extensions thereof, including the right to sue for damages occurring before the assignment, with all the rights, powers, privileges and advantages in anywise arising from or appertaining thereto, for and during the term or terms of any and all such Letters Patent when granted, including any and all renewals, reissues, reexaminations and extensions thereof, for the use and benefit of ASSIGNEE and its assigns and legal representatives, in as ample and beneficial a manner to all intents and purposes as the ASSIGNOR might or could have held and enjoyed the same, if the assignment had not been made.

AND ASSIGNOR hereby agrees to execute all papers that may be necessary to file applications in the United States and foreign countries for said invention and to assign the same to said ASSIGNEE, its assigns and legal representatives and to execute any other papers that may be needed in connection with filing said applications and securing Letters Patents thereon.

AND ASSIGNOR authorizes and requests the Commissioner of Patents and Trademarks to issue a Letters Patent on said application, and on any and all divisions and continuations thereof, to ASSIGNEE, its assigns and legal representatives, in accordance herewith.

The undersigned hereby grant(s) the law firm of Millen, White, Zelano & Branigan, P.C. the power to insert on this assignment information which may be necessary or desirable in order for the United States Patent and Trademark Office to properly record this document.

IN TESTIMONY WHEREOF this assignment is executed by ASSIGNOR

201 FULL NAME OF SOLE OR FIRST NAMED INVENTOR	INVENTOR'S SIGNATURE	DATE
Uwe BACKES		18.10.2007
202 FULL NAME OF SECOND JOINT INVENTOR	INVENTOR'S SIGNATURE	DATE
Stephane THOMAS		18.10.2007
203 FULL NAME OF THIRD JOINT INVENTOR	INVENTOR'S SIGNATURE	DATE
204 FULL NAME OF FOURTH JOINT INVENTOR	INVENTOR'S SIGNATURE	DATE
205 FULL NAME OF FIFTH JOINT INVENTOR	INVENTOR'S SIGNATURE	DATE
206 FULL NAME OF SIXTH JOINT INVENTOR	INVENTOR'S SIGNATURE	DATE
207 FULL NAME OF SEVENTH JOINT INVENTOR	INVENTOR'S SIGNATURE	DATE
208 FULL NAME OF EIGHTH JOINT INVENTOR	INVENTOR'S SIGNATURE	DATE
209 FULL NAME OF NINTH JOINT INVENTOR	INVENTOR'S SIGNATURE	DATE

PATENT

RECORDED: 12/14/2007

REEL: 020248 FRAME: 0799