

U.S. PTO
12/221838
08/07/2008

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

Form PTO-1595 (Rev. 08/08)
OMB No. 0651-0027 (exp. 8/31/2008)

08-20-2008



IT

To the Director of the U.S. Patent and Trademark Office

103520719

Documents or the new address(es) below.

80.7.08

1. Name of conveying party(ies)

David W. Porter

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 08/07/2008

- Assignment
- Security Agreement
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Name: McElroy Manufacturing, Inc.

Internal Address: _____

Street Address: 833 North Fulton

City: Tulsa

State: OK

Country: USA Zip: 74115-6408

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

4. Application or patent number(s):

A. Patent Application No.(s)

This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Frank J. Catalano, Gable Gotwals

Internal Address: _____

Street Address: 100 W. 5th Street, 10th Floor

City: Tulsa

State: OK Zip: 74103-4217

Phone Number: 918 595-4963

Fax Number: 918-595-4990

Email Address: iplaw@gablelaw.com

6. Total number of applications and patents involved: _____

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- 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 08/19/2008 00000047 501971 12/221838
Last 4 Numbers 01 Expiration Date 08/08 DA

b. Deposit Account Number 50-1971

Authorized User Name Frank J. Catalano

9. Signature:

Signature

August 7, 2008

Date

Frank J. Catalano

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT

REEL: 021416 FRAME: 0515

ASSIGNMENT OF INVENTION

In consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration,

ASSIGNOR:

DAVID W. PORTER
9934 S. 106th E. Avenue
Tulsa, OK 74133
Nationality: USA

hereby sells, assigns and transfers to:

ASSIGNEE:

MCELROY MANUFACTURING, INC.
833 North Fulton
Tulsa, OK 74115-6408
State and Country of Formation: Oklahoma, USA

and the successors, assigns and legal representatives of the ASSIGNEE the entire right, title and interest for the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, in and to any and all improvements which are disclosed in the following pending U.S. patent application:

**TAPERED WATTAGE RADIAL HEATER
Utility Patent Application filed August 7, 2008**

and which is found in (37 C.F.R. Section 3.21) U.S. patent application executed on even date herewith naming the above inventor for the above-entitled invention and any legal equivalent thereof in a foreign country, including the right to claim priority and, in and to, all Letters Patent to be obtained for said invention by the above application or any continuation, division, renewal, or substitute thereof, and as to letters patent resulting from any reissue or re-examination thereof.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, I have hereunto set hand and seal this 7 day of August, 2008.

Date: August 7, 2008

David W. Porter
David W. Porter

State of Oklahoma)
County of Sulsa)

Before me this 7 day of August 2008, personally appeared the above named individual, to me known to be the person who is described in, and who executed the foregoing assignment instrument and acknowledged to me that he executed the same of his own free will for the purpose therein expressed.

Susan M. Lee
Notary Public # 01a

My Commission Expires: 6/23/09

