DP \$280.00 712609

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Celerity, Inc.	09/26/2008

RECEIVING PARTY DATA

Name:	Marchi Thermal Systems, Inc.
Street Address:	620 Price Ave
City:	Redwood City
State/Country:	CALIFORNIA
Postal Code:	94063

PROPERTY NUMBERS Total: 7

Property Type	Number
Patent Number:	7126094
Patent Number:	7307247
Application Number:	11925287
Application Number:	11149889
Patent Number:	5864282
Patent Number:	6147334
Patent Number:	5999081

CORRESPONDENCE DATA

Fax Number: (512)306-1963

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Email: patents@sgnlaw.com

Correspondent Name: David Griner
Address Line 1: PO Box 164140

Address Line 4: Austin, TEXAS 78716-4140

ATTORNEY DOCKET NUMBER: MST-9000

PATENT
REEL: 021630 FRAME: 0267

500666801

NAME OF SUBMITTER:	David Griner
Total Attachments: 6	
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PATENT ASSIGNMENT

The parties to this **Patent Assignment**, dated as of September <u>29</u>, 2008, are (i) Celerity, Inc., a Delaware corporation ("<u>Assignor</u>"), and (ii) Marchi Thermal Systems, Inc. (the "<u>Assignee</u>"), a Delaware corporation.

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of September 29, 2008, by and between Assignor and Assignee (the "Asset Purchase Agreement"), Assignee is acquiring from Assignor all of Assignor's right, title and interest in and to the Patents (as defined below);

WHEREAS, the Assignor is the owner of the patents and patent applications identified in <u>Exhibit A</u> attached hereto and the inventions disclosed therein (the "Patents"); and

WHEREAS, the Assignor desires to assign the Patents to the Assignee.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee agree as follows:

- 1. Assignment. The Assignor hereby assigns and transfers unto Assignee all of Assignor's right, title and interest in the Patents, together with all reissues, renewals, extensions of such Patents and the right to sue and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements of the Patents.
- 2. Recordation. In order to record this Patent Assignment with the United States Patent and Trademark Office (the "PTO"), the parties hereto shall execute this Patent Assignment, and the Assignor shall execute the Recordation Form Cover Sheet required by the PTO in order to record the assignment effected hereby. Thereafter, Assignee shall record the executed Recordation Form Cover Sheet with the PTO, together with any Schedules and Exhibits thereto, including, but not limited to, this Patent Assignment and Exhibit A hereto. In order to record this Patent Assignment with the appropriate governmental or regulatory authorities, agencies or offices of any other country ("Foreign Offices"), the parties hereto shall execute this Patent Assignment and any other agreement, document or instrument of assignment necessary and appropriate to record the assignment effected hereby in any Foreign Office.
- 3. Further Assurances. The Assignor shall, at any time and from time to time, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices (in each case, domestic or foreign), such agreements, assignments, documents

and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Assignee may reasonably request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Patent Assignment.

- 4. Power Of Attorney. The Assignor does hereby make, constitute and appoint the Assignee (and any officer or agent of the Assignee as the Assignee may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary to implement and effect fully the intentions, purposes and provisions of this Patent Assignment, including but not limited to the filing of any instrument of assignment and documents related thereto to effect such assignment in the PTO and Foreign Offices. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, and releases the Assignee from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Assignee under this power of attorney (except for the Assignee's gross negligence or willful misconduct). This power of attorney shall be irrevocable.
- 5. Conflicts. In the event of any conflict between this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall control. Nothing in this Agreement shall be deemed to amend or modify in any way any of the terms and conditions of the Asset Purchase Agreement or any rights or obligations of the parties thereto. Nothing in this Agreement shall enlarge or expand the representations and warranties of Assignor related to the Patents contained in the Asset Purchase Agreement. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of California (without giving effect to principles of conflicts of laws).
- 6. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Assignor has executed and delivered this Patent Assignment as an instrument under seal on this **26** day of September, 2008.

CELERITY, INC.

Name: Tim Harris

Title: Chief Executive Officer

The foregoing assignment of said Patent Application by the Assignor to the Assignee is hereby accepted as of this 26 day of September, 2008.

MARCHI THERMAL SYSTEMS, INC.

Nome: JE HAWYHORNE

Kitle: PRE

[SIGNATURE PAGE TO PATENT ASSIGNMENT]

PATENT

REEL: 021630 FRAME: 0271

	STATE OF Tex	.95)	
	COUNTY OF CO	din.) ss.)	
Tim the	Harris , the perso	n who signed thi of Celerity, Inc.	s instrument, wand that being	k, before me appeared he acknowledged that he is duly authorized he signed
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RECORDED: 10/03/2008

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