

PATENT ASSIGNMENT

Electronic Version v1.1
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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
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	5126370800
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

OP \$280.00 7126094

PATENT

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REEL: 021630 FRAME: 0267

NAME OF SUBMITTER:

David Griner

Total Attachments: 6

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PATENT ASSIGNMENT

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

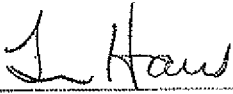
5. Conflicts. In the event of any conflict between this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall control. Nothing in this Agreement shall be deemed to amend or modify in any way any of the terms and conditions of the Asset Purchase Agreement or any rights or obligations 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.

By: 
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.

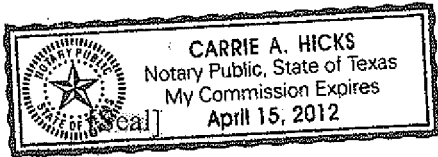
By: 
Name: JE HAWTHORNE
Title: PRES

[SIGNATURE PAGE TO PATENT ASSIGNMENT]

STATE OF Texas
COUNTY OF Collin

)
) ss.
)

On this the 26th day of September, 2008, before me appeared Tim Harris, the person who signed this instrument, who acknowledged that he is the CEO of Celerity, Inc. and that being duly authorized he signed such instrument as a free act on behalf of said corporation.



Carrie Hicks
Notary Public

My commission expires: April 15, 2012

STATE OF
COUNTY OF

)
) ss.
)

On this the _____ day of September, 2008, before me appeared _____, the person who signed this instrument, who acknowledged that he is the _____ of Marchi Thermal Systems, Inc. and that being duly authorized he signed such instrument as a free act on behalf of said corporation.

Notary Public

[Seal]

My commission expires:

STATE OF)
) ss.
COUNTY OF)

On this the ____ day of September, 2008, before me appeared _____, the person who signed this instrument, who acknowledged that he is the _____ of Celerity, Inc. and that being duly authorized he signed such instrument as a free act on behalf of said corporation.

Notary Public

[Seal]

My commission expires:

STATE OF California)
) ss.
COUNTY OF San Mateo)

On this the 26 day of September, 2008, before me appeared James E Hawthorne, the person who signed this instrument, who acknowledged that he is the PRESIDENT of Marchi Thermal Systems, Inc. and that being duly authorized he signed such instrument as a free act on behalf of said corporation.

Notary Public

[Seal]



My commission expires:

11/4/2011

Title	Country	Application No.	Filing Date	Patent No.	Issue Date	Status
SURFACE MOUNT HEATER	US	60/518357	07-Nov-03			Expired
SURFACE MOUNT HEATER	US	10/981856	05-Nov-04	7126094	24-Oct-06	Granted
SURFACE MOUNT HEATER	US	11/580814	13-Oct-06	7307247	11-Dec-07	Granted
SURFACE MOUNT HEATER	US	11/925287	26-Oct-07			Published/to be abandoned
SURFACE MOUNT HEATER	CN	0480034994.3	05-Nov-04			Published
SURFACE MOUNT HEATER	EP	04810483.0	05-Nov-04			Published
SURFACE MOUNT HEATER	JP	538528/2006	05-Nov-04			Pending/to be abandoned
SURFACE MOUNT HEATER	KR	2006-7010970	05-Nov-04			Pending/to be abandoned
SURFACE MOUNT HEATER	MY	P120044590	05-Nov-04			Pending
SURFACE MOUNT HEATER	SG	200602810-4	05-Nov-04			Pending/to be abandoned
SURFACE MOUNT HEATER	TW	93133790	05-Nov-04	1279158	11-Apr-07	Granted/to be abandoned
SURFACE MOUNT HEATER	WO	US2004/037067	05-Nov-04			Inactive
THERMOCOUPLE AMPLIFIER MODULE	US	11/149889	10-Jun-05			Pending/to be abandoned
UNIQUE STRAIN RELIEF JUNCTION	US	08/753773	29-Nov-96	5864282	26-Jan-99	Granted
LAMINATED PADDLE HEATER AND BRAZING PROCESS	US	09/107950	30-Jun-98			Abandoned
LAMINATED PADDLE HEATER AND BRAZING PROCESS	US	09/239224	29-Jan-99	6147334	14-Nov-00	Granted/to be abandoned
SHIELDING UNIQUE FOR FILTERING FRI AND EFT INTERFERENCE SIGNALS FROM THE MEASURING ELEMENTS	US	08/753790	29-Nov-96	5999081	07-Dec-99	Granted
RESISTANCE TEMPERATURE DEVICES (RTDS) AND THERMOCOUPLES MAKING USE OF MATERIALS SPECIALLY FAVORABLE TO THE RAPID TRANSFER OF HEAT	US	08/753770	29-Nov-96			Abandoned
SURFACE MEASUREMENTS OF HIGH TEMPERATURES	US	08/753774	29-Nov-96			Abandoned