

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Execution Date
Aden Keeter	10/11/2002

RECEIVING PARTY DATA

Name:	Heat-Pipe Technology, Inc.
Street Address:	4340 N.E. 49th Avenue
City:	Gainesville
State/Country:	FLORIDA
Postal Code:	32609

PROPERTY NUMBERS Total: 7

Property Type	Number
Patent Number:	4607498
Patent Number:	4827733
Patent Number:	4938035
Patent Number:	5333470
Patent Number:	5404938
Patent Number:	5448897
Patent Number:	5564184

CORRESPONDENCE DATA

Fax Number: (314)612-2307
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 314-621-5070
Email: gmaloney@armstrongteasdale.com
Correspondent Name: Patrick W. Rasche
Address Line 1: One Metropolitan Square, Suite 2600
Address Line 2: Armstrong Teasdale LLP
Address Line 4: St. Louis, MISSOURI 63102

501028032

PATENT
REEL: 023574 FRAME: 0851

CH \$280.00 4607498

ATTORNEY DOCKET NUMBER:	16251-38
NAME OF SUBMITTER:	Daniel M. Fitzgerald
<p>Total Attachments: 8</p> <p>source=Assignment Document for Recordation#page1.tif</p> <p>source=Assignment Document for Recordation#page2.tif</p> <p>source=Assignment Document for Recordation#page3.tif</p> <p>source=Assignment Document for Recordation#page4.tif</p> <p>source=Assignment Document for Recordation#page5.tif</p> <p>source=Assignment Document for Recordation#page6.tif</p> <p>source=Assignment Document for Recordation#page7.tif</p> <p>source=Assignment Document for Recordation#page8.tif</p>	

*mailed
10/17/02*

**ASSIGNMENT OF CONVERTIBLE SECURED
SUBORDINATED REDEEMABLE NOTES**

COPY

THE ESTATE OF ADEN KEETER ("Estate"), for good and valuable consideration delivered by Robert A. Keeter, Alison K. Fiol, James W. Keeter and Thomas S. Keeter, as successor Co-Trustees of the Aden Keeter Revocable Trust U/A dated August 24, 1995 ("Trust"), the receipt whereof is hereby acknowledged, hereby assigns and transfers unto the Trust, five (5) Convertible Secured Subordinated Redeemable Notes (as modified, amended, restated and extended, herein referred to collectively as the "Notes"), each of which is dated May 26, 1992 and each of which is in the original principal amount of One Hundred Thousand and No/Hundredths Dollars (\$100,000.00). Concurrent with this Assignment, the Estate hereby delivers to the Trust, executed originals of all documents evidencing the Notes.

FURTHER, the Estate, in exchange for such consideration, assigns and transfers to the Trust, all of the rights of the Estate to principal, interest and other monies due or to become due under the Notes from and after December 17, 2000.

FURTHER, the Estate, in exchange for such consideration, assigns and transfers to the Trust, all of the rights of the Estate under all of the following documents evidencing the Estate's security interest in and to certain patent rights owned or possessed by Heat Pipe Technology, Inc. ("Company") which serve as collateral securing the Notes (herein referred to collectively as the "Security Documents"):

1. That certain Security Agreement dated May 29, 1998, between the Company and Aden Keeter (the "Security Agreement"); and
2. That certain State of Florida Form UCC-1 Financing Statement, filed with the Secretary of State of Florida on June 5, 1998 and bearing file number 980000123508, and recorded with the Clerk of Alachua County, Florida on June 2, 1998 and bearing document ID 1537323 (the "Financing Statement").

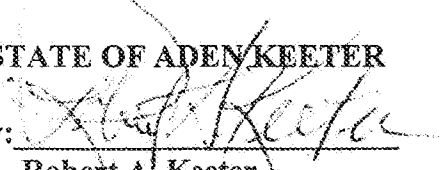
The Estate agrees to promptly execute and deliver to the Trust any and all documents necessary to reflect this Assignment in the public records of the State of Florida and of the U.S. Department of Commerce, Patent and Trademark Office.

FURTHER, the Estate represents and warrants that: (1) it is the sole owner and holder of the Notes; (2) there is owing on the Notes as of the date hereof the aggregate principal amount of Five Hundred Thousand and No/Hundredths Dollars (\$500,000.00), together with interest payable monthly in accordance with that certain Extension of Notes agreement executed on March 27, 2001, by the Company and the Estate; (3) that it does not have actual knowledge of any default or of events or conditions constituting a default under the Notes or the Security Documents, except for actual knowledge that the Notes matured on October 1, 2001 and, unless such maturity date is extended by

the holder thereof, the Notes are currently due and payable in full; (4) it has not previously assigned the Notes nor the Security Documents; and (5) it has full right, title, interest, and authority to assign and transfer the Notes and the Security Documents.

IN WITNESS WHEREOF, the Estate has caused this Assignment to be executed this 11th day of October, 2002.

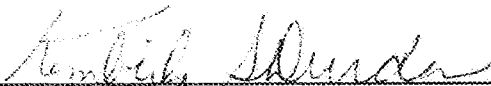
ESTATE OF ADEN KEETER

By: 
Robert A. Keeter,
as Personal Representative

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 11th day of October, 2002, by Robert A. Keeter, as the duly constituted and appointed Personal Representative of the Estate of Aden Keeter, who is personally known to me.

NOTARY PUBLIC - STATE OF FLORIDA
KIMBERLY S. DURDEN
COMMISSION # CC801575
EXPIRES 1/12/2003
BONDED THRU ASA 1-888-NOTARY1


Notary Public

Print Name: Kimberly S. Durdan
My Commission Expires: 1/12/2003

CONSENT TO ASSIGNMENT AND TRANSFER

Notwithstanding any provision to the contrary in the Notes or the Security Documents, the Company hereby fully consents and agrees to the above assignment and transfer of the Notes and the Security Documents by the Estate to the Trust, as such entities are hereinabove defined. The Company represents and warrants that the Notes are currently due and payable and that interest has been paid on a monthly basis up through the date of this Consent to Assignment.

Dated this 16 day of October, 2002.

HEAT PIPE TECHNOLOGY, INC.

By: 
KHANH DINH, President

RELEASE OF SECURITY AGREEMENT

The undersigned hereby releases all interest in the patents listed on Schedule A attached hereto and made a part hereof held by the Aden Keeter Revocable Trust U/A Dated August 24, 1995, as assignee of the Estate of Aden Keeter, pursuant to that certain Security Agreement dated May 29, 1998, All obligations under those certain Subordinated Redeemable Notes in the principal amount of \$500,000 having been satisfied in full.

ADEN KEETER REVOCABLE TRUST U/A
DATED AUGUST 14, 1995

By: 

ROBERT A. KEETER, Trustee

Date: November 20, 2002

PATENT

REEL: 023574 FRAME: 0855

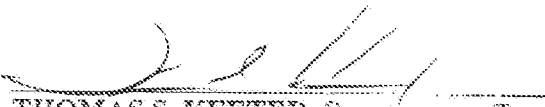
AUTHORIZATION

The undersigned, being a successor co-trustee under the Aden Keeter Revocable Trust U/A Dated August 24, 1995, hereby authorizes Robert A. Keeter ("Keeter") to accept payment in full of those certain Subordinated Redeemable Notes dated May 26, 1992 (the "Notes"), in the principal amount of \$500,000, and execute all documents necessary or deemed desirable by Keeter to evidence such payment of record and to return the canceled Notes to Heat Pipe Technology, Inc.


JAMES W. KEETER, Successor co-Trustee

AUTHORIZATION

The undersigned, being a successor co-trustee under the Aden Keeter Revocable Trust U/A Dated August 24, 1995, hereby authorizes Robert A. Keeter ("Keeter") to accept payment in full of those certain Subordinated Redeemable Notes dated May 26, 1992 (the "Notes"), in the principal amount of \$ 500,000, and execute all documents necessary or deemed desirable by Keeter to evidence such payment of record and to return the canceled Notes to Heat Pipe Technology, Inc.


THOMAS S. KEETER, Successor co-Trustee

AUTHORIZATION

The undersigned, being a successor co-trustee under the Aden Keeter Revocable Trust U/A Dated August 24, 1995, hereby authorizes Robert A. Keeter ("Keeter") to accept payment in full of those certain Subordinated Redeemable Notes dated May 26, 1992 (the "Notes"), in the principal amount of \$500,000, and execute all documents necessary or deemed desirable by Keeter to evidence such payment of record and to return the canceled Notes to Heat Pipe Technology, Inc.

Alison K. Fiol
ALISON K. FIOL, Successor co-Trustee

STATE OF FLORIDA

UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1 REV. 1981

THIS FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

ONLY ONE NAME PER BOX	DEBTOR (Last Name First if a Person)	THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office	
	NAME		
	1A HEAT PIPE TECHNOLOGY, INC.		
	MAILING ADDRESS		
	803 N.E. First Street		
	CITY Alachua STATE FL 32615		
	MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)		
	NAME		
	1B		
	MAILING ADDRESS		
CITY STATE			
MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)			
NAME			
1C	MAILING ADDRESS		
CITY STATE			
SECURED PARTY (Last Name First if a Person)	AUDIT UPDATE		
NAME ADEN KEETER			
2A			
MAILING ADDRESS 3007 S.W. Second Ct.			
CITY Gainesville STATE FL 32601			
MULTIPLE SECURED PARTY (IF ANY) (Last Name First if a Person)			
NAME			
2B			
MAILING ADDRESS			
CITY STATE			
ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)	VALIDATION INFORMATION		
NAME			
3			
MAILING ADDRESS			
CITY STATE			

4. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required). If more space is required, attach additional sheets 8 1/2" x 11"

See attached Schedule A.

5. Proceeds of collateral are covered as provided in Sections 679.203 and 679.306, F.S.

7. No. of additional Sheets presented: 1

6. Filed with: Secretary of State; Clerk of Court, Alachua County

8. (Check ☐) ☒ All documentary stamp taxes due and payable or to become due and payable pursuant to Section 201.22, F.S., have been paid.

☐ Florida Documentary Stamp Tax is not required.

9. This statement is filed without the debtor's signature to perfect a security interest in collateral (Check ☐ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected.

☐ as to which the filing has lapsed.

☐ acquired after a change of name, identity, or corporate structure of the
☐ debtor or ☐ secured party.

10. (Check ☐ if so)

☐ Debtor is a transmitting utility

☐ Products of collateral are covered

11. SIGNATURE(S) OF DEBTOR(S)

By: Dink

Title: CEO PRESIDENT

12. SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE

NAME AND ADDRESS OF PREPARER

Bruce Brashear, Esq.
920 N. W. 8th Ave., Suite A
Gainesville, FL 32601
352 336 0800

13. Return copy to:

NAME	BRUCE BRASHEAR, ESQ.
ADDRESS	920 N.W. 8th Ave., Suite A
CITY	Gainesville
STATE	FL
ZIP CODE	32601

PATENT

REEL: 023574 FRAME: 0859

Continuation Sheet:

Uniform Commercial Code Financing Statement

Debtor: Heat Pipe Technology, Inc.

Secured Party: Aden Keeter

SCHEDULE A

Patent #	Name
4,607,498	High Efficiency AC/Dehumidifier
4,827,733	Indirect Evaporative Cooling System
4,938,035	Regenerative Fresh-Air AC System and Method
5,269,151	Passive Defrost System Using Waste Heat
5,333,470	Booster Heat Pipe for AC Systems
5,348,270	Bladder Damper
5,388,958	Bladeless Impeller and Impeller Having Internal Heat Transfer Mechanism (silent fan)
5,394,040	Electric Motor Having Internal Heat Dissipator
5,404,938	Single Assembly Heat Transfer Device (Combo Coil)
5,448,897	Booster Heat Pipe for AC Systems (Continuation in Part)
Pending Allowed	Serpentine Heat Pipe
5,564,184	Method and Apparatus for Making Heat Pipes (Microgrooving)
5,582,246	Finned Tube Heat Exchanger with Secondary Star Fin and Method for its Production
Pending	3D Heat Pipe

Corp/Keeter/Patents Owned by Heat Pipe Technology

PATENT

RECORDED: 12/01/2009

REEL: 023574 FRAME: 0860