

PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Airtec Products Corporation	08/08/2011

RECEIVING PARTY DATA

Name:	The RectorSeal Corporation
Street Address:	2601 Spenwick Drive
City:	Houston
State/Country:	TEXAS
Postal Code:	77055

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	5522229
Patent Number:	5741030
Patent Number:	5755105
Patent Number:	5928078
Patent Number:	6557826
Patent Number:	6698225
Patent Number:	6976367
Patent Number:	7010928
Patent Number:	7614662

CORRESPONDENCE DATA

Fax Number: (214)756-8779

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

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501636195

PATENT  
REEL: 026799 FRAME: 0076

CH \$360.00 5522229

Address Line 4: Dallas, TEXAS 75201-6776

ATTORNEY DOCKET NUMBER:	0041443.00051
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NAME OF SUBMITTER:	Robert E. Nail
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**Total Attachments: 5**

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## PATENT ASSIGNMENT

This Patent Assignment (this "Agreement") is entered into as of the 8<sup>th</sup> day of August, 2011 by and between Airtec Products Corporation, a Massachusetts corporation (the "Assignor"), and The RectorSeal Corporation, a Delaware corporation (the "Assignee"). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement among the Assignor, the Assignee, Michael Moore, Scott Barboza and Gerald Spanger of even date herewith (the "Purchase Agreement").

**WHEREAS**, the Assignor and the Assignee have entered into the Purchase Agreement pursuant to which the Assignor will sell to the Assignee, and the Assignee will purchase from the Assignor, substantially all of the tangible and intangible properties and assets constituting the Business in exchange for the consideration set forth therein;

**WHEREAS**, the Assignor is the owner of all right, title and interest in and to the patents set forth on Schedule 1 attached hereto (collectively, the "Patents"); and

**WHEREAS**, pursuant to the terms of the Purchase Agreement, the Assignor has agreed to transfer its entire right, title and interest in and to the Patents to the Assignee.

**NOW, THEREFORE**, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Patents. The Assignor hereby irrevocably sells, assigns and transfers to the Assignee, the Assignor's full and exclusive right, title and interest in and to the Patents and all letters of patent of the United States to be obtained therefor and/or any continuations, divisions, renewals, substitutes or reissues thereof for the full term or terms for which the same may be granted (the "US Patent Rights"), together with all causes of action the Assignor may have for the infringement of such Patents, including all rights the Assignor has to sue and collect damages and payments for claims of past or future infringements of such Patents.

The Assignor also assigns all of its right, title and interest in and to the Patents in all foreign countries, and all applications or registrations for letters patent which may evolve therefrom, including the right to claim International Convention priority (the "Foreign Patent Rights").

The Assignor further covenants that the Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to the Patents, the US Patent Rights and the Foreign Patent Rights, as may be known and accessible to the Assignor and, at the Assignee's cost, the Assignor will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to the Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce the Patents, the US Patent Rights and the Foreign Patent Rights which may be necessary or desirable to carry out the purposes hereof.

2. Further Assurances. The parties hereto shall execute and deliver such other documents, certificates, agreements and other instruments and take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement. Without limiting the generality of the foregoing, the Assignor shall assist the Assignee and execute any further documents, filings or notices necessary to be filed and recorded with the appropriate authorities to effect this Agreement and transfer ownership of the Patents.

3. Agreement Controls. This Agreement is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supercede, limit or qualify any provision of the Purchase Agreement. If any conflict exists between the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

4. Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each party hereto, or in the case of a waiver, by the party against whom the waiver is effective.

5. Applicable Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Agreement shall be construed in accordance with and governed by the laws of the state of Delaware, without giving effect to the conflict of laws principles thereof.

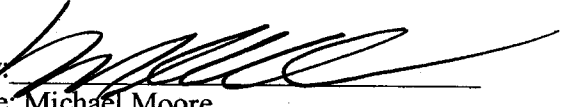
6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each of the parties hereto.

7. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and both of which shall be deemed to be one and the same instrument, with the same effect as if the signatures thereto and hereto were upon the same instrument.

*[Signature page follows.]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

AIRTEC PRODUCTS CORPORATION

By:   
Name: Michael Moore  
Title: President

THE RECTORSEAL CORPORATION

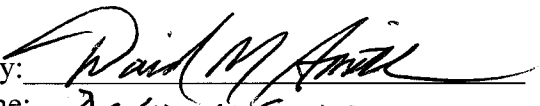
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

AIRTEC PRODUCTS CORPORATION

By: \_\_\_\_\_  
Name: Michael Moore  
Title: President

THE RECTORSEAL CORPORATION

By:   
Name: DAVID M. SMITH  
Title: PRESIDENT

Schedule 1

5,522,229	Blockage detector
5,741,030	Air duct starting collar with quick mounting means
5,755,105	Air conditioning system fluid level controller
5,928,078	Floor register mounting frame
6,557,826	Low leakage butterfly damper
6,698,225	Biased condensation trap
6,976,367	Condensate overflow prevention apparatus
7,010,928	Clamp assembly for condensate drain pan overflow detector
7,614,662	Pipe fitting with orientation indicator

Docs #820117-v1