

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2838301

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
COMBUSTION COMPONENTS ASSOCIATES, INC.		03/18/2014
RECEIVING PARTY DATA		
Name:	PEERLESS MFG. CO.	
Street Address:	14651 DALLAS PARKWAY	
Internal Address:	SUITE 500	
City:	DALLAS	
State/Country:	TEXAS	
Postal Code:	75254	
PROPERTY NUMBERS Total: 25		
Property Type	Number	
Patent Number:	5593298	
Patent Number:	5690039	
Patent Number:	5931387	
Patent Number:	6024301	
Patent Number:	6053431	
Patent Number:	6444184	
Patent Number:	6481361	
Patent Number:	6622944	
Patent Number:	6790031	
Patent Number:	6814307	
Patent Number:	6892962	
Patent Number:	7735756	
Patent Number:	8100064	
Patent Number:	8591849	
Application Number:	13313683	
Application Number:	13767646	
Application Number:	14045449	
Application Number:	14046429	
Application Number:	14047737	
Application Number:	14077978	

PATENT

Property Type	Number
Application Number:	61832556
Application Number:	61842641
Application Number:	61883849
Application Number:	61889577
PCT Number:	US2013063446

CORRESPONDENCE DATA

Fax Number: (203)327-1096

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 203-324-6155

Email: ccobb@ssjr.com

Correspondent Name: TODD M. OBERDICK

Address Line 1: 986 BEDFORD STREET

Address Line 2: ST. ONGE STEWARD JOHNSTON & REENS LLC

Address Line 4: STAMFORD, CONNECTICUT 06905

ATTORNEY DOCKET NUMBER:	04737-G0000
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NAME OF SUBMITTER:	TODD M. OBERDICK
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SIGNATURE:	/Todd M. Oberdick/
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DATE SIGNED:	05/01/2014
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Total Attachments: 7

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PATENT ASSIGNMENT

This Patent Assignment (this "Agreement") is executed and delivered as of March 28, 2014, by and between Combustion Components Associates, Inc., a Connecticut corporation ("Seller"), and Peerless Mfg. Co., a Texas corporation ("Buyer").

RECITAL

On the terms and subject to the conditions of the Asset Purchase Agreement, dated as of March 18, 2014, by and among Seller, R. Gifford Broderick, and Buyer (as modified, amended or supplemented, the "Asset Purchase Agreement"), Seller agreed to, at the Closing, sell, transfer, assign and deliver to Buyer all of Seller's right, title and interest in, to and under the Purchased Assets free and clear of any Encumbrances, other than Permitted Encumbrances, and Buyer agreed to, at the Closing, assume the Assumed Liabilities;

Seller is the owner of the entire right, title and interest in, to and under those United States and foreign patents and patent applications listed on Schedule A or that otherwise constitute Patents included in the Purchased Assets as defined in the Asset Purchase Agreement, and any foreign counterparts or equivalents thereto, and including utility patents, improvements or additions, utility model and appearance and industrial design patents and inventor's certificates, as well as divisionals, reissues, continuations (in whole or in part), renewals and extensions of any of the foregoing and any patents that may issue from any of the foregoing (collectively, the "Assigned Patents"); and

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

AGREEMENT

1. Defined Terms. All initially capitalized terms used but not defined herein have the meaning given them in the Asset Purchase Agreement.

2. Assignment of Assigned Patents. Seller hereby irrevocably sells, assigns, transfers and sets over to Buyer all of Seller's right, title and interest in and to the Assigned Patents for Buyer's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this assignment and sale had not been made, together with all income, royalties, damages or payments due or payable as of the date of this Agreement or thereafter related to any of the foregoing, including all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Patents, with the right to sue for and collect the same for Buyer's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

3. **Recordation.** Seller authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Buyer as owner of the Assigned Patents and issue any and all patents issued thereon to Buyer, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Buyer and its successors, assigns or other legal representatives. Buyer shall have the right to record this Agreement with all applicable government authorities and registrars so as to perfect its ownership of the Assigned Patents.

4. **Further Assurances; Limited Power of Attorney.** Seller shall provide Buyer, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Buyer's written request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) as are requested by Buyer in writing in connection with (i) perfection of the rights assigned herein, including the preparation, execution, and delivery of all documentation which may be reasonably necessary to further document and record the assignment of the Assigned Patents made herein, (ii) the preparation and prosecution by Buyer of any application, continuations, divisionals, continuations-in-part, extensions or equivalent to any of the foregoing for any of the Assigned Patents; (iii) the prosecution or defense by Buyer of any interference, opposition, re-examination, reissue, infringement or other proceedings that may arise in connection with any of the Assigned Patents, this Agreement or the assignment made hereby; and (iv) obtaining any additional protection that Buyer may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country. If Buyer is unable for any reason, after diligent and reasonable effort, to secure the Seller's signature on any document needed in connection with the actions specified above, Seller hereby irrevocably designates and appoints Buyer and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by the Seller.

5. **Binding on Successors; No Third Party Beneficiaries.** The provisions of this Agreement will be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns. Notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement, expressed or implied, is intended to confer on any Person, other than the parties to this Agreement or their respective successors and permitted assigns, any rights, remedies, obligations or Liabilities under or by reason of this Agreement,

6. **Counterparts.** This Agreement may be executed by the parties individually or in one or more counterparts, each of which will be an original and all of which will together constitute one and the same agreement. A facsimile or other electronic copy of any such signed counterpart will be treated and will have the same force and effect as an originally signed counterpart.

7. Governing Law. This Agreement will be construed, interpreted and the rights of the parties hereto determined in accordance with the laws of the State of New York (without regard to the conflict of law principles thereunder).

[Signature Pages to Follow]

IN WITNESS WHEREOF, the undersigned hereby execute this Patent Assignment as of the day and year first above written.

Seller

COMBUSTION COMPONENTS
ASSOCIATES, INC.

By: *R. Gifford Broderick*

Name: R. Gifford Broderick

Title: President

THE STATE OF Connecticut

County of Fairfield

On this 21 day of March, before me, Michele Bird Notary Public, personally appeared Gifford Broderick personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, Gifford Broderick executed the instrument.

WITNESS my hand and official seal

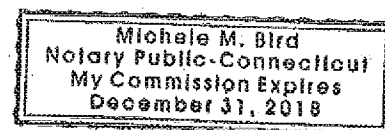
Signature *Michele M. Bird* (Seal)

Notary Public in and for

The State of Connecticut

Michele M. Bird
Printed or Typed Name of Notary

My commission expires 12/31/18



[Signature Page to Patent Assignment]

Acknowledged and accepted by:

Buyer

PEERLESS MFG. CO.

By: Peter Burlage

Name: Peter Burlage

Title: Chief Executive Officer

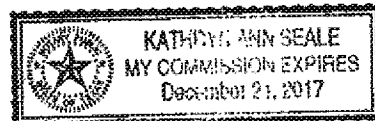
THE STATE OF TEXAS

County of Dallas

On this 25th day of March 2014, before me, Kathy Seale, Notary Public, personally appeared Peter Burlage, personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, Peter Burlage executed the instrument.

WITNESS my hand and official seal

Signature Kathy Seale



(Seal)

Notary Public in and for

The State of TEXAS

KATHRYN ANN SEALE
Printed or Typed Name of Notary

My commission expires Dec., 21, 2017

[Signature Page to Patent Assignment]

SDI-189958

PATENT
REEL: 032801 FRAME: 0556

SCHEDULE A

Assigned Patents

Patents

<u>Country or Region</u>	<u>Patent No.</u>	<u>Title</u>
USA	5,593,298	Pollutant Reducing Modification of a Tangentially Fired Furnace – Corner Fired Low NOx Burner Swirler & Extenders Blockage Plate
USA	5,690,039	Method and Apparatus for Reducing Nitrogen Oxides Using Spatially Selective Cooling
USA	5,931,387	Liquid Atomizer – Mechanical Atomizer – Small Diameter
USA	6,024,301	Low NOx Liquid Fuel Atomizer Spray Plate – Mechanical Atomizer Exit Treatment Mechanical Split Flame
USA	6,053,431	Liquid Atomizer – Modification to 101 – Angle Whirl Hole various size
USA	6,444,184	Semi-Dry Removal of SO ₂ in Circulating Reactor
USA	6,481,361	Coal Balancing Damper
USA	6,622,944	Fuel Oil Atomizer and Method for Discharging Atomized Fuel Oil Internal Mix Split Flame Concept
USA	6,790,031	Fuel Staging Methods for Low NOx Tangential Fired Boiler Operation
USA	6,814,307	Low NOx Liquid Fuel Oil Atomizer Spray Plate and Fabrication Methods Thereof
USA	6,892,962	Fuel Oil Atomizer and Method for Atomizing Fuel Oil
USA	7,735,756	Advanced Mechanical Atomization for Oil Burners
USA	8,100,046	Fuel Staging Methods for Low NOx Tangential Fired Boiler Operation
USA	8,591,849	On Demand Generation of Ammonia for Small Industrial and Commercial Boilers
Israel	149,235	Fuel Oil Atomizer and Method for Discharging Atomized Fuel Oil Internal Mix Split Flame Concept
Mexico	245,937	Fuel Oil Atomizer and Method for Discharging Atomized Fuel Oil Internal Mix Split Flame Concept

Patent Applications

Country or Region	Application No.	Publication No.	Title
USA	13/313,683	2012/0177553	Injector and Method for Reducing NOx Emissions from Boilers, IC Engines and Combustion Processes
USA	13/767,646	2013/0152470	Injector and Method for Reducing NOx Emissions from Boilers, IC Engines and Combustion Processes
USA	14/045,449		System and Method for Urea Decomposition to Ammonia in a Side Stream for Selective Catalytic Reduction
USA	14/046,429		Method for Induct Urea Injection for SCR on Small Boilers and Combustion Sources
USA	14/047,737; PCT Filing No. PCT/US2013/063446		Method for Urea Decomposition and Ammonia Feed to a Selective Catalytic reduction System
USA	14/077,978		Urea Decomposition and Improved SCR NOx reduction on Industrial and Small Utility Boilers
USA	Provisional 61/832,556		System and Method for Sequential Injection of Reagent to Reduce NOx from Combustion Sources
USA	Provisional 61/842,641		Hot Surface Igniter with Fuel Assist
USA	Provisional 61/883,849		A Tunable AIG for Improved SCR Performance
USA	Provisional 61/889,577		Low NOx Combined Coal and Gas Burner

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