



To The Honorable Commissioner of

101426614

Attached original documents or copy thereof.

1. Name of conveying party(ies):
Benz Companies, Inc. d/b/a Benz Airborne Systems

2. Name and address of receiving party(ies):
Name: Vibro-Meter S.A.
Internal Address:

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State: Texas
- Other:

Street Address: Route De Monsor 4
City: 1701 Fribourg
Country: Switzerland

- Individual(s) citizenship:
- Association:

Additional name(s) of conveying party(ies) attached? YES NO

- General Partnership:
- Limited Partnership:
- Corporation: Switzerland
- Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: YES NO
(Designation must be a separate document from Assignment)

Additional name(s) & address attached? YES NO

- 3. Nature of Conveyance:
- Assignment Merger
- Security Agreement Change of Name
- Other:

Execution Date: August 6, 1998

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark registration No.(s)
1,858,482

Additional numbers attached? YES NO

5. Name and address of party to whom correspondence concerning documents should be mailed:

Name: Camille M. Miller
Internal Address:
WOODCOCK WASHBURN KURTZ MACKIEWICZ &
NORRIS LLP
One Liberty Place - 46th Floor

Street Address: 1650 Market Street
City: Philadelphia State: Pennsylvania
ZIP: 19103-7301

6. Total number of applications and registrations involved:
1

7. Total fee (37 CFR 3.41):.....\$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 23-3050

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Camille M. Miller
Name of Person Signing

Camille M. Miller
Signature

July 13, 2000
Date

Total number of pages including cover sheet, attachments, and document: 6

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments

Washington, D.C. 20231

08/08/2000 NTHA11 00000097 1858482

40.00 OP

01 FC:481

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project. (0651-0011).

**PATENT AND
TRADEMARK ASSIGNMENT**

This Agreement is between Vibro-Meter S.A. a corporation of Switzerland, having a place of business at Route De Moncor 4, 1701 Fribourg, Switzerland (Vibro-Meter) and Benz Companies, Inc., dba Benz Airborne Systems, a Texas corporation with a place of business at 2524 Weaver Street, Suite 100, Fort Worth, Texas 76117-4883, U.S.A. (Benz) and is effective as of the date of the last party to sign.

WHEREAS Benz and Vibro-Meter have entered into an Agreement for Acquisition of Assets whereby certain patent, trademark, copyright, trade secret, know-how and other rights have been assigned to Vibro-Meter by Benz; and

WHEREAS Benz is the owner of certain inventions or improvements for which Letters Patent have been issued, all of which are listed on Attachment A hereto ("Benz Patents"); and

WHEREAS Vibro-Meter is desirous of acquiring the entire right, title and interest in and to the said Benz Patents; and

WHEREAS Benz is owner and proprietor of certain trademarks used in connection with fluid debris monitoring devices, systems and components therefore, together with certain United States trademark registrations and good will appertaining to said trademarks, said trademarks and U.S. trademark registrations being listed on Appendix A hereto ("Benz Trademarks"); and

WHEREAS Vibro-Meter is desirous of acquiring the entire right, title and interest in and to the said trademarks together with the good will appertaining thereto and the United States trademark registrations therefore;

NOW THEREFORE in view of the premises and of the promises herein contained and intending to be bound, the parties, through their authorized representatives agree as follow:

1 PATENT ASSIGNMENT

1.1 Benz has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over to Vibro-Meter the entire right, title and interest in and to said Benz Patents and to any and all continuations, divisions and renewals of and substitutes for said Benz Patents and to and under any and all additional Letters Patent which have been or which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and the full right to sue for and recover all profits and damages recoverable for past infringement of the same, and assign to and authorize Vibro-Meter to file applications for Letters Patent in all countries, to be held and enjoyed by Vibro-Meter, its successors, assigns, nominees or legal representatives, to the full end of the term or terms

VIBRO-METER / BENZ (ASSIGNMENT)

CONFIDENTIAL

**TRADEMARK
REEL: 002117 FRAME: 0618**

for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by Benz had this assignment, sale and transfer not been made.

2. PATENT COVENANTS

2.1 Benz covenants that Benz has full right to convey the entire interest herein assigned, and that Benz has not executed and will not execute any agreement in conflict herewith, and Benz further covenants and agrees that it will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said Benz Patents in Vibro-Meter, its successors, assigns, nominees, or legal representatives, and Benz agrees to communicate to Vibro-Meter or to its nominee all known facts respecting said Benz Patents, to testify in any legal proceedings, to sign all lawful papers to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid Vibro-Meter, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries, all at the expense, however, of Vibro-Meter, its successors, assigns, nominees or legal representatives.

3 PATENT EFFECTUATION

3.1 Benz hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to Vibro-Meter, as assignee of the entire right, title and interest, any and all Letters Patent for the Benz Patents, including any and all Letters Patent of the United States which may be issued and granted on or as a result of any applications included in said Benz Patents in accordance with the terms of this assignment.

4 TRADEMARK ASSIGNMENT

4.1 Benz hereby assigns to Vibro-Meter all right, title, and interest in and to the Benz Trademarks, all choses in action, including the right to bring suit for past infringement of the marks, the good will of the business symbolized by the mark, and the trademark registrations thereof.

5 TRADEMARK COVENANTS

5.1 Benz covenants that Benz has full right to convey the entire interest herein assigned, and that Benz has not executed and will not execute any agreement in conflict herewith. Benz further covenants and agrees that it will, each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said Benz Trademarks in Vibro-Meter, its successors, assigns, nominees, or legal representatives, and Benz agrees to

continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid Vibro-Meter, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper trademark protection in any and all countries, all at the expense, however, of Vibro-Meter, its successors, assigns, nominees or legal representatives.

INTENDING TO BE BOUND the Benz executes this Agreement through its authorized representative.

For Benz Companies, Inc.: and
Benz Airborne Systems

6 AUG 98
Date

Roy H. Coleman
Roy. H. Coleman, President

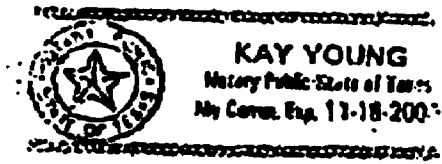
CITY OF ~~FORT WORTH~~ :
COUNTY OF TARRANT : SS

6 AUG 1998

On this 6th day of Aug, 1998, before me, the undersigned officer, personally appeared Roy H. Coleman, who acknowledged himself to be the president of Benz Companies, Inc., a corporation, and that he, as president, was authorized to do so, executed the foregoing instrument for the purposes therein contained by signing beneath the name of the corporation by himself as president.

8-6-98
Date

Kay Young
Notary Public



VIBRO-METER / BENZ (ASSIGNMENT) - 3 -

CONFIDENTIAL 12
1 11

APPENDIX A

BENZ PATENTS AND TRADEMARKS

1 BENZ PATENTS

1.1 U.S. patent 5,250,909

1.2 U.S. patent 5,406,208

1.3 U.S. patent 5,583,441

1.4 Canadian patent 1,328,122

1.5 Canadian patent 2,124,520

2 BENZ TRADEMARKS

2.1 INTERROGATOR in international class 9, U.S. Trademark Application Serial No. 75/420,646.

2.2 AUTO-FAULT in international class 9, U.S. Trademark Registration No. 1,858,482.

2.3 POWER MAG