

FORM PTO-1594 (Modified)  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)  
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TM05/REV03

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

Docket No.:  
**9312.1**

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

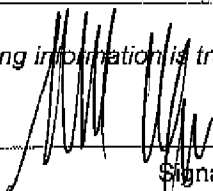
<p>1. Name of conveying party(ies): <b>Deltavalve Corporation</b></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation-State  <input checked="" type="checkbox"/> Other <u>a corporation of Canada</u></p> <p>Additional names(s) of conveying party(ies)      <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Deltavalve USA, L.L.C.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>859 West South Jordan Parkway, Ste. 105</u></p> <p>City: <u>South Jordan</u> State: <u>UT</u> ZIP: <u>84095</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input type="checkbox"/> Corporation-State _____  <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u></p> <p>If assignee is not domiciled in the United States, a domestic designation is <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N  (Designations must be a separate document from  Additional name(s) &amp; address(es)      <input type="checkbox"/> Yes <input type="checkbox"/> N</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment                              <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement                  <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other <u>Assignment (Nunc Pro Tunc)</u></p> <p>Execution Date: <u>October 30, 2001</u></p>	

<p>4. Application number(s) or registration numbers(s):</p>	
<p>A. Trademark Application No.(s)</p> <p><u>75/895,789</u>  <u>75/895,747</u>  <u>75/886,190</u></p> <p>Additional numbers</p>	<p>B. Trademark Registration No.(s)</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Michael E. Krieger</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>Kirton &amp; McConkie</u>  <u>1800 Eagle Gate Tower, 60 East South Temple</u>  City: <u>Salt Lake City</u> State: <u>UT</u> ZIP: <u>84111</u></p>	<p>6. Total number of applications and registrations involved:..... <b>3</b></p> <p>7. Total fee (37 CFR 3.41):.....\$ <u>\$120.00</u></p> <p><input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:  <u>50-0843</u></p>
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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.*

Michael F. Krieger                                                            Nov. 13, 2001  
Name of Person Signing                              Signature                              Date

WHEN RECORDED RETURN TO:

ASSIGNMENT  
Docket No: 9312.1

Kirton & McConkie  
1800 Eagle Gate Tower  
60 East South Temple  
Salt Lake City, Utah 84111

A S S I G N M E N T  
(Nunc Pro Tunc)

Deltavalve Corporation (Assignor) a corporation of Canada, having a principal place of business at 4525-6A Street NE, Calgary, Alberta, Canada, T2E4B2, is the owner of certain United States Patents and Trademarks as outlined on attached Exhibit "A" as well as all other intellectual property owned by Assignor.

Deltavalve USA, L.L.C. (Assignee), a limited liability company of the State of Utah, having a principal place of business at 859 West South Jordan Parkway, Suite 105, South Jordan, Utah 84095, desires to secure the entire right, title and interest in and to said Intellectual Property.

NOW, THEREFORE, Assignor hereby confirms that on February 1, 1999, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to Assignor by the Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor HEREBY ASSIGNED TO THE ASSIGNEE:

The entire right, title and interest in the patent and trademark applications and registrations attached as Exhibit "A" and in all divisionals, continuations and continuations-in-part of said applications, or reissues or extensions of Letters Patents granted thereon, and in all corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and Foreign countries, as well as all other intellectual property owned by Assignor.

The right to file foreign patent applications on said inventions in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications.

Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their patent laws to issue patents, to issue any and all patents on said invention to the Assignee as the owner of the entire interest, for the sole use and behalf of the said Assignee, its successors, assigns and legal representatives.

Assignor conveys the goodwill associated with the trademarks and service marks in Exhibit "A" as well as all other intellectual property owned by Assignor.

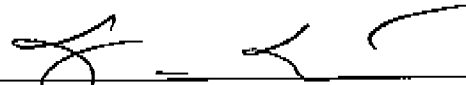
Assignor hereby agrees, without further consideration and without expense to Assignee to sign all lawful papers and to perform all other lawful acts which the Assignee may request of Assignor to make this Assignment fully effective, including, by way of example but not of limitation, the following:

Prompt execution of all original, divisional, substitute, reissue, and other United States and foreign patent applications on said inventions, and all lawful documents requested by the Assignee to further the prosecution of any of such patent applications.

Cooperation to the best of my ability in the execution of all lawful documents, the production of evidence, nullification, reissue, extension, or infringement proceedings involving said invention.

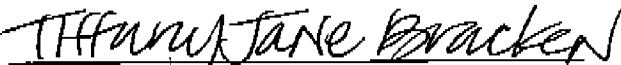
This assignment and agreement shall be binding upon my heirs and legal representatives.

Dated this 30 day of October, 2001.

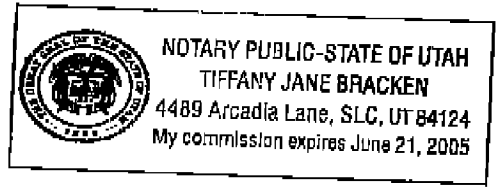
  
\_\_\_\_\_  
Steven B. Smith, President

STATE OF UTAH )  
                          : ss.  
COUNTY OF SALT LAKE )

On October 30, 2001, before me personally appeared Steven B. Smith, known to me to be the person described and who signed the foregoing Assignment in my presence and acknowledged under oath before me that he has read the same and knows the contents thereof and that he executed the same as his free act and deed and for the purposes set forth therein.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at 4489 Arcadia Ln  
SLC, UT. 84129

My Commission Expires:  
June 21, 2005



**EXHIBIT "A"**

MARK	SERIAL NO.
DELTA WEDGE	75/895,789
DELTA DISC	75/895,747
DELTA VALVE	75/886,190