



## EXHIBIT C

### ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

This ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), dated as of this 20 day of February, 2002, is delivered by **CAMPO-MILLER**, A California Limited Partnership ("Assignor"), to **FE PETRO, INC.**, an Indiana Corporation ("Assignee").

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of February 20, 2002, (the "Agreement"); and,

WHEREAS, under the Agreement, Assignee agreed to buy certain assets of Assignor, which assets constitute all rights to Sellers' leak detection product line associated with the intellectual property described herein; and,

WHEREAS, Assignor is the owner of all right, title and interest in and to the United States federal trademark registrations and/or applications listed and/or described in (and/or attached to) Schedule A and all unregistered rights related thereto (collectively, the "Trademarks"); and,

WHEREAS, Assignor is the owner of all right, title and interest in and to the United States patents listed in Schedule B and the inventions described therein, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (collectively, the "Patents"); and,

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to all Trademarks and Patents, including all goodwill associated with said Trademarks, and Assignor has promised, in the Agreement, to cause the same to be assigned; and,

NOW, THEREFORE, for the consideration set forth in the Agreement, and other valuable and legally sufficient consideration acknowledged by the Assignor to have been received in full:

1. The Assignor does hereby sell, convey, assign and transfer to the Assignee the entire right, title and interest in, to and under the Trademarks and Patents, which constitute the entire leak detection product line associated with the intellectual property described herein, together with the goodwill of the business symbolized by such Trademarks, together with all rights and privileges granted and secured thereby, including the full right to sue for past, present or future infringement of such Trademarks and Patents, these rights to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.

2. The Assignor hereby covenants that it has full right to convey the entire interest herein assigned and agrees to execute any and all documents reasonably required to effect this Assignment.

3. The Assignor hereby covenants and agrees that it will cooperate with the Assignee to enable the Assignee to enjoy, to the fullest extent, the right, title and interest herein conveyed. Assignor's cooperation shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance relating to the Trademarks and Patents, all to the extent deemed necessary or desirable by the Assignee for:

a) The continued prosecution, if any, of the Trademarks and Patents, including any reexamination or interference which may arise from said Patents, and the making and prosecution of any other foreign or United States patent or trademark application that the Assignee may elect to pursue arising out of the intellectual property, including, but not limited to, any divisions, continuations, continuation-in-parts, substitutions or reissues, and including any reexamination or interference which may arise during same, relating to said Patents;

b) Participation in any legal or administrative proceedings involving the Trademarks and Patents; provided, however, that the expense incurred by Assignor in providing such cooperation shall be paid for by the Assignee; and,

c) Otherwise fully carrying out the terms of this Assignment.

4. The terms and covenants of this Assignment shall inure to the benefit of the Assignee, its successors and assigns and other legal representatives, and shall be binding upon the Assignor, its respective heirs, legal representatives and assigns.

5. The Assignor hereby warrants and represents that it has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

6. The Assignor hereby agrees to assist in the recordation of this Assignment in the appropriate patent, trademark or other government offices at Assignee's expense.

IN WITNESS WHEREOF, Assignor has executed this Assignment this 20 day of February, 2002.

**CAMPO-MILLER**

A California Limited Partnership

By: **LEAK DETECT FOR PETROLEUM, INC.**

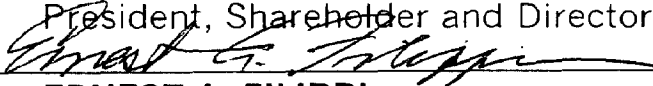
A California Corporation

Its: General Partner

By: 

**KENNETH L. MILLER**

President, Shareholder and Director

By: 

**ERNEST A. FILIPPI**

Chief Financial Officer, Shareholder and Director

By: 

**MARY E. FILIPPI**

Corporate Secretary, Shareholder and Director

**CAMPO-MILLER**

A California Limited Partnership

By: 

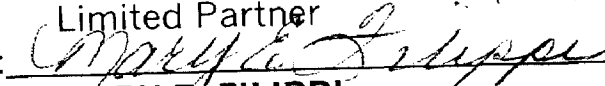
**KENNETH L. MILLER**

Limited Partner

By: 

**ERNEST A. FILIPPI**

Limited Partner

By: 

**MARY E. FILIPPI**

Limited Partner

**SCHEDULE A**  
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**TRADEMARKS**

| <u>Trademark</u>                    | <u>U.S. Trademark<br/>Registration No.</u> | <u>Registration Date</u>                           |
|-------------------------------------|--|--|
| <b>AUTO-LEARN</b>                   | 2,289,265                                  |  |
| <b>AUTO CORRECT CHECK</b>           | (See Attached<br>Schedule A-1)             | February 1, 2002<br>(See Attached<br>Schedule A-1) |
| <b>CONTINUOUS<br/>CORRECT CHECK</b> | (See Attached<br>Schedule A-2)             | February 1, 2002<br>(See Attached<br>Schedule A-2) |

EXHIBIT C  
ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

**SCHEDULE B**  
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**PATENTS**

United States Patent No.

- a) 5,372,032
- b) 5,526,679
- c) 5,883,301