

03-01-2002

RECO 101998567 ADEMARKS (1917)

. DEPARTMENT OF COMMERCE LS. Patent and Trademark Office

To the Honorable Commissioner of Patents and Tradema	arks: Please record the attached original documents or copy thereof.
1. Name of conveying party(ies):	Name and address of receiving party(ies)
1 25 1	Name: FE PETRO, INC
CAMPO-MILLER 25.0	2 Internal
☐ Individual(s) ☐ Association	Address:
☐ General Partnership ☑ Limited Partnership	Street Address: 4805 Fogues Road
☐ Corporation-State	City: McFarlandState: W1Zip: 53558_
□ Other	☐ Individual(s) citizenship
Additional name(s) of conveying party(ies) attached? ☐ Yes ☐	A consisting
3. Nature of conveyance:	☐ General Partnership
■ Assignment	☐ Limited Partnership
☐ Security Agreement ☐ Change of Name	■ Corporation-State Indiana
	□ Other
Other	designation is attached: No. 1 No.
Execution Date: February 20, 2002	(Designations must be a separate document from assignment) Additional name(s) & address(es) attached? □ Yes □ No
4. Application number(s) or registration number(s):	
- pp	
A Trademark Application No (s)	B Trademark Registration No (s)
A. Trademark Application No.(s)	B. Trademark Registration No.(s) 2.289,265
76/365.150	B. Trademark Registration No.(s) 2,289,265
76/365.150 76/365.151	2,289,265
76/365.150 76/365.151 Additional number	2,289,265 (s) attached □ Yes □ No
76/365.150 76/365.151 Additional number 5. Name and address of party to whom correspondence	2,289,265
76/365.150 76/365.151 Additional number 5. Name and address of party to whom correspondence concerning document should be mailed:	2,289,265 (s) attached Yes No 6. Total number of applications and registrations involved: 3
76/365.150 76/365.151 Additional number 5. Name and address of party to whom correspondence concerning document should be mailed: Name: NIXON PEABODY LLP	2,289,265 (s) attached Yes No 6. Total number of applications and registrations involved: \$\frac{3}{2}\$
76/365.150 76/365.151 Additional number 5. Name and address of party to whom correspondence concerning document should be mailed:	2,289,265 (s) attached Yes No 6. Total number of applications and registrations involved: 3 7. Total fee (37 CFR 3.41) \$90.00
76/365.150 76/365.151 Additional number 5. Name and address of party to whom correspondence concerning document should be mailed: Name: NIXON PEABODY LLP	2,289,265 6. Total number of applications and registrations involved: 3 7. Total fee (37 CFR 3.41)
76/365.150 76/365.151 Additional number 5. Name and address of party to whom correspondence concerning document should be mailed: Name: NIXON PEABODY LLP	2,289,265 6. Total number of applications and registrations involved:
76/365.150 76/365.151 Additional number 5. Name and address of party to whom correspondence concerning document should be mailed: Name: NIXON PEABODY LLP	2,289,265 6. Total number of applications and registrations involved: 3 7. Total fee (37 CFR 3.41)
76/365.151 Additional number 5. Name and address of party to whom correspondence concerning document should be mailed: Name: NIXON PEABODY LLP	2,289,265 6. Total number of applications and registrations involved:
76/365.151 Additional number 5. Name and address of party to whom correspondence concerning document should be mailed: Name: NIXON PEABODY LLP	2,289,265 (s) attached Yes No 6. Total number of applications and registrations involved: 3 7. Total fee (37 CFR 3.41) \$90.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number:
76/365.151 Additional number 5. Name and address of party to whom correspondence concerning document should be mailed: Name: NIXON PEABODY LLP	2,289,265 6. Total number of applications and registrations involved:
76/365.151 Additional number 5. Name and address of party to whom correspondence concerning document should be mailed: Name: NIXON PEABODY LLP	2,289,265 6. Total number of applications and registrations involved:
76/365.151 Additional number 5. Name and address of party to whom correspondence concerning document should be mailed: Name: NIXON PEABODY LLP	2,289,265 6. Total number of applications and registrations involved:
76/365.151 Additional number 5. Name and address of party to whom correspondence concerning document should be mailed: Name: NIXON PEABODY LLP	2,289,265 (s) attached Yes No 6. Total number of applications and registrations involved:

NVA216370.1

May notuments to be recorded with required cover sheet informatio Commissioner of Patent & Trademarks, Box Assignments

Washington, D.C. 20231

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 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) <u>Schedule A</u> 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 <u>Schedule B</u> 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:

Page 21 of 44

- 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; <u>provided</u>, <u>however</u>, 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.

Page 22(a) of 44

- 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 $\angle \bigcirc$ day of February, 2002.

CAMPO-MILLER

A California Limited Partnership

Ву:	LEAK DETECT FOR PETROLEUM, INC.
	A California Corporation
Its:	General Partney 1
By:_	Jane - INV
-	KENNETH L. MILLER
	President, Shareholder and Director
By:_ź	mat to They
-	ERNEST A. FILIPPI
	Chief Financial Officer, Shareholder
	and Director 1/2
Bv:	Natille Xeleppe
,	MARY E. FILIPPI
	Corporate Secretary, Shareholder

CAMPO-MILLER

A California Limited Partnership

and Director

KENNETH L. MILLER

Imited Partner

By Charles

ERNEST A. FILIPPI

Limited Partner

MARY E. FILIPPI Limited Partner

Page 22(b) of 44

SCHEDULE A

(1 Page)

TRADEMARKS

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

Page 24(a) of 44

SCHEDULE B

(1 Page)

PATENTS

United States Patent No.

- a) 5,372,032
- b) 5,526,679
- c) 5,883.301

RECORDED: 02/25/2002

Page 24(b) of 44