

12/22/03

12-29-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Usou n, L.P.

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 11-28-03

2. Name and address of receiving party(ies)

Name: Ropintassco 7, LLC

Internal

Address:

Street Address: 2160 Satellite Blvd., Suite 200

City: Duluth State: GA Zip: 30097

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State

Other limited liability company - DE

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,630,611 2,627,631 2,627,630 2,627,632 1,928,641

Additional number(s) attached Yes No

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

Name: Alston & Bird LLP

Internal Address: Jay E. Sloman

Street Address: 1201 W. Peachtree Street

City: Atlanta State: GA Zip: 30309

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$ 140.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(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.

Jay E. Sloman

Name of Person Signing

Signature

12-17-03

Date

12/24/2003 ECOOPER 00000102 2630611

Total number of pages including cover sheet, attachments, and document: 7

01 FC:0521 02 FC:0522

40.00/OP 100.00/OP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002886 FRAME: 0698

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is effective as of November 28, 2003, by and between Uson L.P., a Delaware limited partnership ("Assignor"), and Ropintassco 7, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of certain Intellectual Property (as defined below) which it desires to assign to Assignee in connection with Assignor becoming a member of the Assignee; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignor and Assignee agree that, for purposes of this Assignment, "Intellectual Property" of Assignor shall mean any and all of the following items identified on Schedule A attached hereto, and all registrations and applications for registration thereof: (i) patents (including but not limited to continuations, continuations-in-part, divisions, renewals, reissues, and extensions thereof), inventions or discoveries (including but not limited to processes, machines, manufactures, compositions of matter, formulas, techniques, concepts and ideas) whether patentable or not; (ii) copyrights in any work of authorship recognized by foreign or domestic law, by statute or at common law or otherwise (including but not limited to databases and computer software, in source code and object code form); (iii) mask works; (iv) trademarks, service marks, Internet domain names, trade names and trade dress, and all goodwill related thereto; and (v) trade secrets.
2. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's rights, title and interest in and to the Intellectual Property of Assignor, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past, present and future infringement thereof.
3. Assignor agrees to execute all documents necessary to perfect such rights, title, and interest in Assignee, its successors, assigns, and legal representatives.
4. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.

[Signatures on Following Page]

IN WITNESS WHEREOF, each party hereto has caused this Assignment to be executed, all as of the day and year first above written.

USON L.P.

By: Compressor Controls Corporation,
its General Partner

By: Martin S. Neudley
Name: Martin S. Neudley
Title: Vice President

STATE OF Georgia
COUNTY OF Winnet

On this 28th day of November, 2003, before me, a Notary Public in and for the State and County aforesaid, personally appeared Martin S. Neudley known by me to be the person above named and an officer of Compressor Controls Corporation, duly authorized to execute this Assignment of Intellectual Property on behalf of Uson L.P., who signed and executed the foregoing instrument on behalf of Uson L.P.

[Signature]
Notary Public

My Commission Expires: June 14, 2005

Notary Public, Barrow County, Georgia
My Commission Expires June 14, 2005

ACKNOWLEDGED AND ACCEPTED:

ROPINTASSCO 7, LLC

By: [Signature]
Name: Shanter D. Crook
Title: President

Schedule A

Intellectual Property

All Intellectual Property owned by Assignor including, without limitation, the Intellectual Property on the following schedules:

Complete Listing of Patents for Uson, L.P.

Uson L.P.	System and Method for Leak Rate Testing During Adiabatic Cooling	US 10/087,729	3/1/2002
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Complete Listing of Trademarks for Uson, L.P.

Entity	Trademark	Registration No.	Registration Date
Uson L.P.	MODEL 4000	common law	
Uson L.P.	MODEL 4600	common law	
Uson L.P.	PREX	2,630,611	8-Oct-2002
Uson L.P.	SPRINT	2,627,630	1-Oct-2002
Uson L.P.	SPRINT-GT	2,627,631	1-Oct-2002
Uson L.P.	SPRINT-LC	2,627,632	1-Oct-2002
Uson L.P.	TESTRA	1,928,641	17-Oct-1995

Complete listing of Copyrights for Uson, L.P.

Entity	Title	Registration Number	Date
<u>Uson L.P.</u>	Series 4000 Software	n/a	
<u>Uson L.P.</u>	Testra Software	n/a	
<u>Uson L.P.</u>	Vector Software	n/a	
<u>Uson L.P.</u>	Advanced Leak Detection Software	n/a	
<u>Uson L.P.</u>	Proposal Tracking System Software	n/a	
<u>Uson L.P.</u>	Series 4000 Operations Manual, User Manual, Training Manuals	n/a	
<u>Uson L.P.</u>	Testra Operations Manual	n/a	
<u>Uson L.P.</u>	Sprint Operations Manual	n/a	
<u>Uson L.P.</u>	Vector Operations Manual	n/a	