

12-30-2003

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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): 12.23.03
Roper Pump Company
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Ropintassco 1, 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: 11/28/03

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
2,403,372
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 1

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 West Peachtree Street
City: Atlanta State: GA Zip: 30309

7. Total fee (37 CFR 3.41).....\$ 40.00
 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 Jay E. Sloman 12-17-03
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: 7

12/29/2003 LNUELLER 00000107 2403372

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

TRADEMARK
REEL: 002887 FRAME: 0240

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is effective as of November 28, 2003, by and between Roper Pump Company, a Delaware corporation ("Assignor"), and Ropintassco 1, 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.

ROPER PUMP COMPANY

By: [Signature]
Name: James A. Mannebach
Title: Vice President

STATE OF Georgia
COUNTY OF Gwinnett

On this 28th day of November, 2003, before me, a Notary Public in and for the State and County aforesaid, personally appeared James A. Mannebach known by me to be the person above named and an officer of Roper Pump Company, duly authorized to execute this Assignment of Intellectual Property on behalf of Roper Pump Company, who signed and executed the foregoing instrument on behalf of Roper Pump Company.

[Signature]
Notary Public
My Commission Expires: June 14, 2005

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

ACKNOWLEDGED AND ACCEPTED:

ROPINTASSCO 1, LLC

By: [Signature]
Name: Shanley D. Cronk
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 Roper Pump Company

| Patent No. | Title | Filing Date | Priority Date |
|--------------|---|-------------------------------|---------------|
| US 6,152,719 | Gear Pump Having an Inlet Port Aligned with the Drive Shaft | 9/18/1997 | 11/28/2000 |
| US 6,152,719 | Liquid Flow Divider | provisional application filed | 5/11/2001 |

Complete Listing of Trademarks for Roper Pump Company

| | | | |
|----------------|-----|--------------|-------------|
| Roper Pump Co. | ROC | US 2,403,372 | 14-Nov-2000 |
|----------------|-----|--------------|-------------|

Complete listing of Copyrights for Roper Pump Company

| Info | IP | REGISTRATION NUMBER |
|-----------------------|--------------------------|---------------------|
| <u>Roper Pump Co.</u> | Mud Motor Design Program | n/a |