

12-30-2003

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): 12.23.03  
Ropintassco 1, LLC

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other limited liability company - DE

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

2. Name and address of receiving party(ies)  
Name: Ropintassco Holdings, L.P.  
Internal Address: \_\_\_\_\_  
Street Address: 2160 Satellite Blvd., Suite 200  
City: Duluth State: GA Zip: 30097

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership DE \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other \_\_\_\_\_

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)

12/29/03 23 AM 7:31  
OPR/FINANCE

**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]  
Signature

12-17-03  
Date

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

12/29/2003 LWELLER 00000108 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: 0271**

## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is effective as of November 28, 2003, by and between Ropintassco 1, LLC, a Delaware limited liability company ("Assignor") and Ropintassco Holdings, L.P., a Delaware limited partnership.

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

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

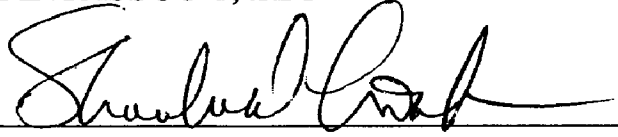
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

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.

ROPINTASSCO 1, LLC

By: 

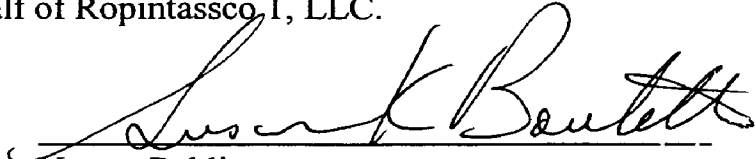
Name: Shanler D. Cronk

Title: Manager and President

STATE OF GEORGIA

COUNTY OF GWINNETT

On this 28<sup>th</sup> day of November, 2003, before me, a Notary Public in and for the State and County aforesaid, personally appeared Shanler D. Cronk known by me to be the person above named and an officer of Ropintassco 1, LLC, duly authorized to execute this Assignment of Intellectual Property on behalf of Ropintassco 1, LLC, who signed and executed the foregoing instrument on behalf of Ropintassco 1, LLC.



Notary Public

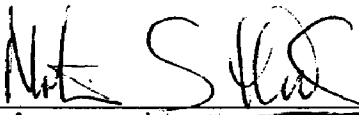
My Commission Expires: June 14, 2005

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

ACKNOWLEDGED AND ACCEPTED:

ROPINTASSCO HOLDINGS, L.P.

By: Compressor Controls Corporation,  
its General Partner

By:   
Name: Martin S. Heudley  
Title: Vice 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 Ropintasco 1, LLC**

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

Complete Listing of Trademarks for Ropintassco 1, LLC

ROPER PUMP CO.	ROC	US 2,403,372	14-Nov-2000
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Complete listing of Copyrights for Ropintasco 1, LLC

<u>Prop. Owner</u>	<u>Title</u>	<u>Registration Information</u>
<u>Roper Pump Co.</u>	Mud Motor Design Program	n/a