

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 Metrix Instrument Co., L.P.

- 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 5, 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) 988,370; 1,418,254; 2,099,358; 2,587,573; 1,458,084

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 West 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

12-18-03 Date

Total number of pages including cover sheet, attachments, and document: 6

12/29/2003 01 FC:8521 02 FC:8522

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40.00 DP 100.00 DP

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: 0278

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is effective as of November 28, 2003, by and between Metrix Instrument Co., L.P., a Delaware limited partnership ("Assignor"), and Ropintasco 5, 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.

METRIX INSTRUMENT CO., L.P.

By: Amot Controls Corporation,
its General Partner

By: [Signature]
Name: James A. Mannebach
Title: 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 Amot Controls Corporation, duly authorized to execute this Assignment of Intellectual Property on behalf of Metrix Instrument Co., L.P., who signed and executed the foregoing instrument on behalf of Metrix Instrument Co., 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 5, LLC

By: Compressor Controls Corporation,
its General Partner

By: [Signature]
Name: Martha S. Headley
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 Metrix Instrument Co., L.P.

Priority	Subject	Application/PA	Filing Date	Pub. No.
Metrix Instrument Co., L.P.	Impact Transmitter for Reciprocating Machines	US 6,588,279	7/8/2003	
Metrix Instrument Co., L.P.	Spiral-Armored Cable Connection	application to be prepared		

Complete Listing of Trademarks for Metrix Instrument Co., L.P.

Entity	Mark	Serial/Registration Number	Priority Registration Date
Metrix Instrument Co., L.P.	DATAWATCH	US 988,370	16-Jul-1974
	PROTECTIVE MAINTENANCE	US 2,587,573	2-Jul-2002
Metrix Instrument Co., L.P.	VIBRALOG	US 1,418,254	25-Nov-1986
	VIBRALERT	US 1,458,084	22-Sep-1987
Metrix Instrument Co., L.P.	UNIPROX	US 2,099,358	23-Sep-1997
Metrix Instrument Co., L.P.	VERNIGAP	US 78/155,392	19-Aug-2002
Metrix Instrument Co., L.P.	VIBRA-CHECK	US 76/430,370	15-Jul-2002