

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): FTI Flow Technology, Inc. [ ] 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: Ropintasco 2, LLC Internal Address: Street Address: 2160 Satellite Blvd., Ste. 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) 76/509,226 B. Trademark Registration No.(s) 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: 1 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)

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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 12-18-03 Date Total number of pages including cover sheet, attachments, and document: 6

12/29/2003 LUPELLER 00000062 76509226 01 FC:8521 40.00 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: 0321

## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is effective as of November 28, 2003, by and between FTI Flow Technology, Inc., a Delaware corporation ("Assignor"), and Ropintassco 2, 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.

FTI FLOW TECHNOLOGY, INC.

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

STATE OF Georgia  
COUNTY OF DeKalb

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 James A. Mannebach known by me to be the person above named and an officer of FTI Flow Technology, Inc., duly authorized to execute this Assignment of Intellectual Property on behalf of FTI Flow Technology, Inc., who signed and executed the foregoing instrument on behalf of FTI Flow Technology, Inc.

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

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

ACKNOWLEDGED AND ACCEPTED:

ROPINTASSCO 2, LLC

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

**Schedule A**

**Intellectual Property**

**Complete Listing of Patents for FTI Flow Technology, Inc.**

<b><u>FTI Flow Technology, Inc.</u></b>	Gas Flow Rate Measurement Apparatus and Method	US 6,053,054	8/25/2000
<b><u>FTI Flow Technology, Inc.</u></b>	Gas Flow Rate Measurement Apparatus and Method	PCT/US98/20135	
<b><u>FTI Flow Technology, Inc.</u></b>	Gas Flow Rate Measurement Apparatus and Method	JP 2000-513112	
<b><u>FTI Flow Technology, Inc.</u></b>	Vibrating Tube Mass Flowmeter	US Provisional App (ref. No. 36167.007)	7/24/2003

FTI Flow Technology, Inc.	DESIGN ONLY	2,060,883	13-May-1997
FTI Flow Technology, Inc.	FLOWDATA	2,104,730	14-Oct-1997
FTI Flow Technology, Inc.	FLOWDATA	2,124,821	30-Dec-1997
FTI Flow Technology, Inc.	FLOWDATA	2,126,553	6-Jan-1998
FTI Flow Technology, Inc.	FTI FLOW TECHNOLOGY	2,529,730	15-Jan-2002
FTI Flow Technology, Inc.	FUELCOM	2,086,407	5-Aug-1997
FTI Flow Technology, Inc.	FUELCOM SYSTEM	2,109,790	28-Oct-1997
FTI Flow Technology, Inc.	TRICKLEMETER	2,239,421	13-Apr-1999
FTI Flow Technology, Inc.	VECTOR	2,439,800	3-Apr-2001
FTI Flow Technology, Inc.	FTI FLOW TECHNOLOGY	76,509,226	23-Apr-2003