

12-30-2003

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

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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 FTI Flow Technology, Inc.

- 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 2, 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

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

A. Trademark Application No.(s)

2,060,883; 2,104,730; 2,124,821;

B. Trademark Registration No.(s)

2,126,553; 2,529,730; 2,086,407; 2,109,790; 2,239,421; 2,439,800

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: 9

7. Total fee (37 CFR 3.41) \$ 240.00

- 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

12/29/2003

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

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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: 0327

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 Ropintasco 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 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 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: Shanler D. Crank
Title: President

Schedule A

Intellectual Property

Complete Listing of Patents for FTI Flow Technology, Inc.

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

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