

07-22-2004

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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):

Ropintassco 5, LLC 12.23.03

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

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 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

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

A. Trademark Application No.(s)

984370

B. Trademark Registration No.(s)

[See attached list].

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:

10

7. Total fee (37 CFR 3.41): \$265.00

- 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]

Signature

12-18-03

Date

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

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

TRADEMARK

REEL: 003010 FRAME: 0811

12/29/2003 SELLER 00000099 980370

01 FC:0521 02 FC:0522

40.00 OP 225.00 OP

Ropintasco 5 Trademarks

DATAWATCH	US 988,370
PROTECTIVE MAINTENANCE	US 2,587,573
VIBRALOG	US 1,418,254
VIBRALERT	US 1,458,084
UNIPROX	US 2,099,358
PLUS POINT DESIGN	US 1,976,585
SONDicator	US 2,200,822
MRPC	US 1,762,509
MRC	US 1,702,965
EDDYNET	US 1,740,966

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is effective as of November 28, 2003, by and between Ropintasco 5, LLC, a Delaware limited liability company ("Assignor") and Ropintasco 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 5, LLC

By: 

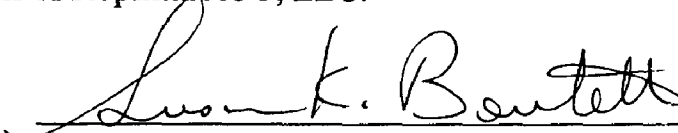
Name: Shanler D. Cronk

Title: Manager and 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 Shanler D. Cronk known by me to be the person above named and an officer of Ropintassco 5, LLC, duly authorized to execute this Assignment of Intellectual Property on behalf of Ropintassco 5, LLC, who signed and executed the foregoing instrument on behalf of Ropintassco 5, LLC.




Notary Public

My Commission Expires: June 14, 2005

ACKNOWLEDGED AND ACCEPTED:

ROPINTASSCO HOLDINGS, L.P.

By: Compressor Controls Corporation,
its General Partner

By: 
Name: Martin 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 Ropintassco 5, LLC

Applicant	Inventor	Patent No.	Filing Date	Status
Metrix Instrument Co., L.P.	Metrix Instrument Co., L.P.	US 6,588,279	7/8/2003	application to be prepared
Metrix Instrument Co., L.P.	Metrix Instrument Co., L.P.	Impact Transmitter for Reciprocating Machines Spiral-Armored Cable Connection		

Prop. Owner	Mark	Class	Date
Metrix Instrument Co., L.P.	DATAWATCH	US 988,370	16-Jul-1974
Metrix Instrument Co., L.P.	PROTECTIVE MAINTENANCE	US 2,587,573	2-Jul-2002
Metrix Instrument Co., L.P.	VIBRALOG	US 1,418,254	25-Nov-1986
Metrix Instrument Co., L.P.	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.	VERAWATCH	US 6,015,992	19-Aug-2002
Metrix Instrument Co., L.P.	VIBRA-CHECK	US 764,909,970	15-Jul-2002
Zetec, Inc.	PLUS POINT DESIGN	US 1,976,585	28-May-1996
Zetec, Inc.	SONDicator	US 2,200,822	3-Nov-1998
Zetec, Inc.	MRPC	US 1,762,509	6-Apr-1993
Zetec, Inc.	MRC	US 1,702,965	28-Jul-1992
Zetec, Inc.	EDDYNET	US 1,740,966	22-Dec-1992