

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MycroSENSOR Technologies, L.L.C.		02/27/2004	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	Prime Measurement Products, L.L.C.		
Street Address:	900 SOUTH TURNBULL CANYON ROAD		
City:	CITY OF INDUSTRY		
State/Country:	CALIFORNIA		
Postal Code:	91745		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	74550059	XTC	
Serial Number:	78085693	STEAMETER	
CORRESPONDENCE DATA			
Fax Number:	(248)594-0610		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2485940600		
Email:	TMDOCKETING@RADERFISHMAN.COM		
Correspondent Name:	MICHAEL D. FISHMAN		
Address Line 1:	39533 WOODWARD AVENUE		
Address Line 2:	SUITE 140		
Address Line 4:	BLOOMFIELD HILLS, MICHIGAN 48304		
NAME OF SUBMITTER:	Michael D. Fishman		
Signature:	/mdf/		
Date:	09/27/2005		

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Total Attachments: 3
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**ASSIGNMENT AND QUITCLAIM
OF RIGHTS TO
INTELLECTUAL PROPERTY AND RELATED ASSETS**

THIS ASSIGNMENT AND QUITCLAIM OF RIGHTS TO INTELLECTUAL PROPERTY ("Assignment") is entered into as of February 26, 2004 by and among MycroSENSOR Technologies, L.L.C., an Arizona limited liability company ("MycroSENSOR"), and Prime Measurement Products, L.L.C., a Delaware Limited Liability Company ("Prime"), with reference to the following facts and circumstances:

Recitals

A. MycroSENSOR is the owner of certain patents, trade secrets, trademarks, and other intellectual property, which is more particularly described on Exhibit A hereto (referred to collectively as the "Intellectual Property").

B. MycroSENSOR was formed to carry out the manufacture, sale, marketing and development of products based on the Intellectual Property (the "Products").

C. MycroSENSOR owns certain other assets necessary for the production of the Products, including inventory, supplies, unfilled purchase orders, open quotes, customer lists, furniture, equipment, tooling, dies, engineering drawings, and manufacturing routers (the "Tangible Property").

NOW, THEREFORE, the parties agree as follows:

1. Assignment and Quitclaim of Interests. In consideration of the Purchase Price set forth in the Asset Purchase Agreement dated February 26, 2004 (the "Purchase Agreement"), MycroSENSOR hereby assigns and quitclaims to Prime, effective as of such date, all of its respective right, title, and interest, if any, in the Tangible Property and the Intellectual Property, including, without limitation, any and all patents, copyrights, trade secrets and any other legal rights in the Intellectual Property in the United States and in every other nation in the world.

1.1 MycroSENSOR further agrees to execute all patent, copyright, trade secret and any other intellectual property-related applications, agreements, assignments or other documents that may be necessary for Prime to properly and adequately document, register, preserve, protect or perfect its patent, copyright, trade secret and any other legal rights in the Intellectual Property and in any improvements, enhancements or derivative works based upon the Intellectual Property.

1.2 MycroSENSOR further agrees to promptly transfer to Prime all of the records of all inventions made or owned by MycroSENSOR (solely or jointly with others) relating to the Intellectual Property. These records shall become the sole property of Prime.

1.3 MycroSENSOR further agrees that it will promptly deliver to Prime (and will not keep in their possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items possessed by MycroSENSOR relating to the Intellectual Property.

2. Applicable Law. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of California. All parties agree that any litigation or arbitration between the parties shall take place in Los Angeles, California, and all parties waive any objection to personal jurisdiction or venue in any forum located therein. If any provision of this Assignment is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Assignment shall continue in full force and effect.

3. Conflict and Inconsistency; No Merger. To the extent any conflict or inconsistency exists between the provisions of this Agreement and the Purchase Agreement, the provisions of the Purchase Agreement shall be controlling. The terms and provisions of the Purchase Agreement (including, without limitation, the representations, warranties and covenants therein) shall not merge with or be extinguished or otherwise affected by the delivery and execution of this Agreement or any other document delivered pursuant to Section 1.3 of this Agreement.

4. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment And Quitclaim of Rights to Intellectual Property.

MYCROSENSOR TECHNOLOGIES, L.L.C.

By Jay Corley 2/27/04
Jay Corley, President

PRIME MEASUREMENT PRODUCTS, L.L.C.

By James K. Warren
James K. Warren, Managing Director

EXHIBIT A**INTELLECTUAL PROPERTY**

The Intellectual Property includes all intellectual property rights associated with the XTC product line, Models 330, 340, 340S, 340P, 340W, 341, 343, 344, 345 and the Device Description for the 275 HART Communicator (the "Devices"), including patents 5,184,094; 4,794,320; 5,663,506 and 5,455,503; trademarks XTC®, MycroSENSOR[™], SteaMeter[™] and DDP[™] (Direct Digital Processing), and all intellectual property rights and property of MycroSENSOR relevant to the design, manufacture, development and enhancement thereof, including methodologies and code for the design of products and services related thereto.