

Form PTO-1594 (Rev. 07/05)
 OMB Collection 0651-0027 (exp. 6/30/2008)

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

Correction Request **RECORDATION FORM COVER SHEET**
 900029666A **TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

RoperASW, LLC

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

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) July 21, 2005

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: NOP World Inc.

Internal

Address: _____

Street Address: 1201 N. Orange St.

City: Wilmington

State: Delaware

Country: USA Zip: 19801

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1915310

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Reg. No. 1915310 OMNITEL

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Rose Auslander

Internal Address: Carter Ledyard & Milburn

L.L.P.

Street Address: 2 Wall St.

City: New York

State: NY Zip: 10005

Phone Number: 212-238-8601

Fax Number: 212-732-3232

Email Address: auslander@clm.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number 502499
 Authorized User Name Rose Auslander

9. Signature:

Signature _____

Date _____

Name of Person Signing _____

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 502499 1915310

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") is effective as of JULY 21, 2005 and is between RoperASW LLC, a Delaware limited liability company (the "Assignor"), and NOP World Inc., a Delaware corporation (the "Assignee").

BACKGROUND

WHEREAS, the Assignor owns the trademark, and the registration thereof, which is identified in Schedule A attached hereto (the "Trademark"); and

WHEREAS, the parties wish to execute and deliver this Assignment for the purposes of assigning the Trademark from the Assignor to the Assignee and recording such assignment with the United States Patent and Trademark Office.

NOW, THEREFORE, to effect such transactions and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

TERMS

1. Assignment. The Assignor hereby sells, conveys, transfers and assigns to the Assignee, and the Assignee hereby receives, acquires and accepts, all of the Assignor's right, title and interest in and to the Trademark and the use thereof, the registration of such Trademark, as set forth in Schedule A, all past, present and future applications and registrations therefor and extensions and renewals thereof, together with all of the business associated with the Trademark and all of the goodwill associated with or symbolized by the Trademark, the right to sue for past, present and future infringement of the Trademark and the right to any other claim arising out of or relating to the use and ownership of the Trademark, and all rights corresponding with the foregoing throughout the world.

2. Further Assurances. The Assignor agrees to execute and deliver all such further transfers, assignments, conveyances and assurances as may reasonably be requested by the Assignee to obtain the full benefit of this Assignment, including, without limitation, in connection with the recordal of this Assignment in the United States and any non-U.S. jurisdiction.

3. Successors and Assigns. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

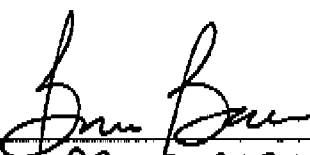
4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable New York conflict of laws principles).

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed by its duly authorized representative as of July 21, 2005.

Assignor:


ROPERASW LLC

By: 
Name: BRUCE BARR
Title: VP, Group Manager Omnibus

IN WITNESS WHEREOF, the Assignee has caused this Assignment to be executed by its duly authorized representative as of July 21, 2005.

Assignee:

NOP WORLD INC.

By: 
Name: BRUCE BARR
Title: VP, Group Manager Omnibus

SCHEDULE A

TRADEMARK

<u>Mark</u>	<u>U.S. Application Serial No.</u>	<u>U.S. Registration No.</u>
OMNITEL	74/460798	1915310