

01-18-2006

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



RE

103097109

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):

Lake Monitors, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Wisconsin
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) December 21, 2005

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: AW Company

Internal Address: _____

Street Address: 5555 Dry Fork Road

City: Cleves

State: Ohio

Country: USA Zip: 45002

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

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)
2,252,399

Additional sheet(s) attached? Yes No

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

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

Name: Kristin Brozovic

Internal Address: _____

Street Address: c/o Latham & Watkins LLP
233 S. Wacker Drive, Suite 5800

City: Chicago

State: IL Zip: 60606

Phone Number: 312-876-6541

Fax Number: 312-993-9870

Email Address: kristin.brozovic@lw.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- 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 _____
Authorized User Name _____

9. Signature: Kristin Brozovic

Signature

1/13/06

Date

01/18/2006 D:\PNE 00000002 252399
40.00 Name of Person Signing Kristin Brozovic

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003229 FRAME: 0016

1-17-06

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") dated as of December 21, 2005 (the "*Effective Date*"), is made by and between Lake Monitors, Inc., a Wisconsin corporation ("*Assignor*"), and AW Company, a Delaware corporation ("*Assignee*").

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the United States and foreign trademark registrations and applications for registration of trademarks identified and set forth on Schedule A (all of the foregoing collectively, the "*Trademarks*") and the goodwill associated with all of the foregoing; and

WHEREAS, the Trademarks and their associated goodwill are to be assigned to Assignee at its request and direction.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact on Assignor's and Assignee's behalf and in Assignor's and/or Assignee's name, place and stead, to execute any further documents or instruments and do any and all further acts that may be deemed necessary or desirable by Assignee or its successors, assigns or other legal representatives, to effect the conveyance to the Assignee and its successors, assigns and other legal representatives, of the right, title and interest whose conveyance is made hereby, and to enable such right, title and interest to be recorded in the United States and all foreign countries, and to enable Assignee and its successors, assigns and other legal representatives to sustain or renew any Trademarks, and to maintain, perfect, support and protect the right, title and interest of Assignee and its successors, assigns and other legal representatives, in and to the Trademarks and any registrations issued in connection therewith.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of

the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (1) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (2) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (3) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries and (4) implementation, perfection and/or recording of this Assignment.

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

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

LAKE MONITORS, INC.

By: Ernest J. Goffena
Name: Ernest J. Goffena
Title: CFO

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

On this 16th day of DECEMBER 2005 before me ERNEST J. Goffena, known to me to be Chief Financial Officer of Lake Monitors, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of Lake Monitors, Inc.

Rita A. Smith
Notary Public:
My commission expires: 08/29/07



RITA A. SMITH
Notary Public, State of Ohio
My Commission Expires 08-29-07

Assignment of Trademarks

TRADEMARK
REEL: 003229 FRAME: 0019

AW COMPANY

By: Ernest J. Goffena
Name: Ernest J. Goffena
Title: CFO

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

On this 16th day of DECEMBER 2005 before me ERNEST J. Goffena, known to me to be Chief Financial Officer of AW Company, who acknowledged that he/she signed this instrument as a free act on behalf of AW Company.

Rita A. Smith
Notary Public:
My commission expires: 08/29/07



RITA A. SMITH
Notary Public, State of Ohio
My Commission Expires 08-29-07

Assignment of Trademarks

SCHEDULE A

TRADEMARKS

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	COUNTRY	REG. NO.	REG. DATE	OWNER	COMMENTS
FLOWSTAT	U.S.	2,252,399	6/15/1999	Lake Monitors, Inc.	Registered; Affidavit of Use due 6/15/2005; Renewal due 6/15/2009; Assignee: AW Company.

REGISTERED TRADE NAMES

TRADE NAME	SIC CODE	DESCRIPTION	REGISTERED OWNER	COMMENTS
FLOWSTAT	3825 - Instruments to measure electricity	Meters - electric	Lake Monitors, Inc.	Assignee: AW Company