

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ropintassco Holdings, L.P.		03/06/2006	LIMITED PARTNERSHIP: DELAWARE
Ropintassco 5, LLC		03/06/2006	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Metrix Instrument Co., L.P.
Street Address:	1711 Townhurst Drive
City:	Houston
State/Country:	TEXAS
Postal Code:	77043
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	988370	DATAWATCH
Registration Number:	2587573	PROTECTIVE MAINTENANCE
Registration Number:	1418254	VIBRALOG
Registration Number:	1458084	VIBRALERT
Registration Number:	2099358	UNIPROX

**CORRESPONDENCE DATA**

Fax Number: (404)881-7777  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 4048817000  
 Email: ipatl@alston.com  
 Correspondent Name: Meredith W. Struby  
 Address Line 1: 1201 W. Peachtree Street  
 Address Line 2: c/o Alston & Bird LLP

OP \$140.00 988370

Address Line 4: Atlanta, GEORGIA 30309-3424

ATTORNEY DOCKET NUMBER: 019594/203318

NAME OF SUBMITTER: Meredith W. Struby

Signature: /Meredith W. Struby/

Date: 03/17/2006

**Total Attachments: 7**

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## QUITCLAIM ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS QUITCLAIM ASSIGNMENT OF INTELLECTUAL PROPERTY ("Quitclaim Assignment") is effective as of March 6, 2006, by and between Ropintassco Holdings, L.P., a Delaware limited partnership, Ropintassco 5, LLC, a Delaware limited liability company (collectively, "Quitclaim Assignors"), and Metrix Instrument Co., L.P., a Delaware limited partnership ("Quitclaim Assignee").

WHEREAS, Quitclaim Assignee and Quitclaim Assignors are parties to agreements entitled "Assignment of Intellectual Property" ("Original Assignments") dated November 28, 2003 and recorded with the United States Patent and Trademark Office on Reel 014822 and Frame 0398, Reel 014822 and Frame 0382, Reel 2887 and Frame 0278, and Reel 3010 and Frame 0811 on December 23, 2003;

WHEREAS the Original Assignments were ineffectual assignments of certain Intellectual Property identified in Schedule A from Quitclaim Assignee to Ropintassco 5, LLC, and then from Ropintassco 5, LLC to Ropintassco Holdings, L.P.;

WHEREAS, Quitclaim Assignee and Quitclaim Assignors desire to clarify and resolve that as between Quitclaim Assignee and Quitclaim Assignors, Quitclaim Assignee is the current and undisputed owner of the Intellectual Property listed in the Original Assignments;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. For purposes of this Quitclaim Assignment, "Intellectual Property" 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. Quitclaim Assignors hereby assign, transfer and convey to Quitclaim Assignee all of Quitclaim Assignors' rights, title and interest, if any, in and to the Intellectual Property of Quitclaim Assignors, the goodwill of the business symbolized thereby, all rights of priority and rights therein provided by international conventions and treaties, and the right to sue and pursue and recover damages and any other

available remedies for past, present and future infringement thereof. As to the patents assigned pursuant to this Section 2, the same shall be held and enjoyed by Quitclaim Assignee, its successors, and assigns to the full end of the terms for which such patents, and any patents issuing from such application(s) for patent, are granted, plus any extensions thereof, as fully and entirely as the same would have been held and enjoyed by Quitclaim Assignors had this sale, assignment and transfer not been made.

3. Quitclaim Assignors agree to execute all documents necessary to perfect such rights, title, and interest in Quitclaim Assignee, its successors, assigns, and legal representatives.
4. This Quitclaim 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 Quitclaim Assignment to be executed, all as of the day and year first above written.

Ropintasco Holdings, L.P.

By: Compressor Controls Corporation,  
an Iowa Corporation and  
its General Partner

By: Paul J. Sore  
Name: Paul J. Sore  
Title: Vice President

STATE OF Georgia  
COUNTY OF Barrow

On this 6 day of March 2006 before me, a Notary Public in and for the State and County aforesaid, personally appeared Paul J. Sore, known by me to be the person above named and an officer of Ropintasco Holdings, L.P., duly authorized to execute this Quitclaim Assignment of Intellectual Property on behalf of Ropintasco Holdings, L.P., who signed and executed the foregoing instrument on behalf of Ropintasco Holdings, L.P.



Susan K. Bouteille  
Notary Public  
My Commission Expires: June 14, 2009

Ropintasco 5, LLC

By: Paul J. Som  
Name: Paul J. Som  
Title: Vice President

STATE OF Georgia  
COUNTY OF Burnett

On this 6 day of March 2006 before me, a Notary Public in and for the State and County aforesaid, personally appeared Paul J. Som, known by me to be the person above named and an officer of Ropintasco 5, LLC, duly authorized to execute this Quitclaim Assignment of Intellectual Property on behalf of Ropintasco 5, LLC, who signed and executed the foregoing instrument on behalf of Ropintasco 5, LLC.

Susan K. Boufelle

Notary Public

My Commission Expires: June 14, 2009



ACKNOWLEDGED AND ACCEPTED:

METRIX INSTRUMENT CO., L.P.

By: Amot Controls Corporation, a Delaware corporation,  
and its General Partner

By: Paul J. Soria  
Name: Paul J. Soria  
Title: Vice President

Schedule A



Trademarks

Mark	Serial/Registration Number	Filing/Registration Date
DAIWAZUCHI	US 958,370	16-Jul-1974
PROTECTIVE MAINTENANCE	US 2,387,571	2-Jul-2002
VIBRALOG	US 1,433,254	25-Nov-1980
VIBRALERT	US 1,453,084	22-Sep-1987
UNIPROX	US 2,099,358	23-Sep-1997