

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
Ropintassco Holdings, L.P.		03/06/2006	LIMITED PARTNERSHIP: DELAWARE
Ropintassco 2, LLC		03/06/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	FTI Flow Technology, Inc.
Street Address:	8930 South Beck Avenue, Suite 107
City:	Tempe
State/Country:	ARIZONA
Postal Code:	85284
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2124821	FLOWDATA
Registration Number:	2126553	FLOWDATA
Registration Number:	2529730	FTI FLOW TECHNOLOGY
Registration Number:	2086407	FUELCOM
Registration Number:	2109790	FUELCOM SYSTEM
Registration Number:	2239421	TRICKLEMETER
Registration Number:	2439800	VECTOR
Registration Number:	2892707	FTI FLOW TECHNOLOGY

CORRESPONDENCE DATA

Fax Number: (404)881-7777
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 4048817000

OP \$215.00 2124821

Email: ipatl@alston.com
Correspondent Name: Meredith W. Struby
Address Line 1: 1201 W. Peachtree Street
Address Line 2: c/o Alston & Bird LLP
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 2, LLC, a Delaware limited liability company (collectively, "Quitclaim Assignors"), and FTI Flow Technology, Inc., a Delaware corporation ("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 014815 and Frame 0982, Reel 014797 and Frame 0773, Reel 2887 and Frame 0327, Reel 2887 and Frame 0321, Reel 2887 and Frame 0333, and Reel 2887 and Frame 0347 on December 23, 2003;

WHEREAS the Original Assignments were ineffectual assignments of certain Intellectual Property identified in Schedule A from Quitclaim Assignee to Ropintassco 2, LLC, and then from Ropintassco 2, 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. Sone
Name: Paul J. Sone
Title: Vice President

STATE OF Georgia
COUNTY OF Dwinnett

On this 6 day of March 2006 before me, a Notary Public in and for the State and County aforesaid, personally appeared Paul J. Sone, 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. Boutelle

Notary Public

My Commission Expires: June 14, 2009

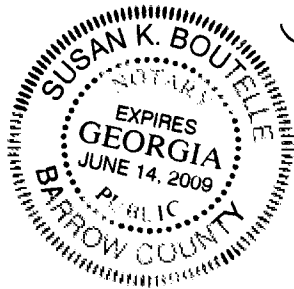


Ropintasco 2, LLC

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

STATE OF Georgia
COUNTY OF DuWitt

On this 6 day of March 2006 before me, a Notary Public in and for the State and County aforesaid, personally appeared Paul J. Somi, known by me to be the person above named and an officer of Ropintasco 2, LLC, duly authorized to execute this Quitclaim Assignment of Intellectual Property on behalf of Ropintasco 2, LLC, who signed and executed the foregoing instrument on behalf of Ropintasco 2, LLC.



Susan K. Boutelle
Notary Public

My Commission Expires: June 14, 2009

ACKNOWLEDGED AND ACCEPTED:

FTI FLOW TECHNOLOGY, INC.

By: FTI Flow Technology, Inc.

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

Schedule A

Trademarks

Mark	Serial/ Registration Number	Filing/ Registration Date
DESIGN ONLY	2,660,883	13-Mar-2002
FLOWDATA	2,184,730	12-Dec-1997
FLOWDATA	2,134,823	31-Dec-1997
FLOWDATA	2,126,553	6-Jan-1998
FLOW TECHNOLOGY	2,329,730	15-Jun-2002
FLOW	2,086,489	5-Aug-1997
FLOW SYSTEM	2,169,780	28-Dec-1997
FLOWMETER	2,296,443	13-Apr-1998
VECTOR	2,419,890	7-Apr-2003
FLOW TECHNOLOGY	2,892,797	12-Dec-2004

TRADEMARK

REEL: 003271 FRAME: 0538

RECORDED: 03/17/2006