

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.		03/17/2006	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Redlake MASD, LLC
Street Address:	3440 E. Britannia Drive
City:	Tucson
State/Country:	ARIZONA
Postal Code:	85706
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2805498	
Registration Number:	2693026	MEGAPLUS
Registration Number:	2613002	MOTION METER
Registration Number:	2701279	MOTIONPRO
Registration Number:	2022061	MOTIONSCOPE
Registration Number:	2779933	MOTIONXTRA
Registration Number:	2262561	REDLAKE
Registration Number:	2645227	RL

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

OP \$215.00 2805498

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:	03/22/2006

Total Attachments: 6

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QUITCLAIM ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS QUITCLAIM ASSIGNMENT OF INTELLECTUAL PROPERTY ("Quitclaim Assignment") is effective as of March 17, 2006, by and between Ropintassco Holdings, L.P., a Delaware limited partnership ("Quitclaim Assignor") and Redlake MASD, LLC, a Delaware limited liability company (f.k.a. Redlake MASD, Inc., a Delaware Corporation) ("Quitclaim Assignee").

WHEREAS, Quitclaim Assignee and Quitclaim Assignor are parties to an agreement entitled "Assignment of Intellectual Property" ("Original Assignment") dated November 28, 2003 and recorded with the United States Patent and Trademark Office on Reel 014822 and Frame 0001 and Reel 2887 and Frame 0261 on December 23, 2003;

WHEREAS the Original Assignment was an ineffectual assignment of certain Intellectual Property identified in Schedule A from Quitclaim Assignee to Quitclaim Assignor;

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

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:

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.

- Quitclaim Assignor hereby assigns, transfers and conveys to Quitclaim Assignee all of Quitclaim Assignor's rights, title and interest, if any, in and to the Intellectual Property of Quitclaim Assignor, 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 Assignor had this sale, assignment and transfer not been made.

3. Quitclaim Assignor agrees 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

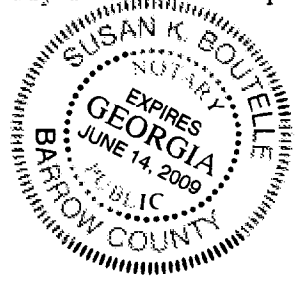
By: Paul J. Somi
Name: Paul J. Somi
Title: Vice President

STATE OF Georgia
COUNTY OF Durham

On this 17 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 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



ACKNOWLEDGED AND ACCEPTED:

REDLAKE MASD, LLC

By: Redlake MASD, LLC

By: *Paul J. Saw*
Name: *Paul J. Saw*
Title: *Manager*

Schedule A

Mark	Serial/Registration Number	Filing/Registration Date
Design logo	US 2,805,498	13-Jan-2004
MEGAPLUS	US 2,693,026	21-Jun-2005
MOTION CENTRAL	common law	
MOTION METER	US 2,613,002	27-Aug-2002
MOTION PLUS	US 76,050,380	Abandoned
MOTION PRO	US 2,701,279	25-Mar-2003
MOTION VANTAGE	US 76,081,274	Abandoned
MOTIONSCOPE	US 2,022,061	10-Dec-1996
MOTIONXTRA	US 2,779,933	4-Nov-2003
REDLAKE	Canada TMA535,746	25-Oct-2000
REDLAKE	EU 950,477	28-Feb-2000
REDLAKE	Japan 4,339,444	26-Nov-1999
REDLAKE	US 2,262,561	20-Jul-1999
RL	US 2,645,227	5-Nov-2002