

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
Prime Measurement Products, L.L.C.		10/27/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Cameron Technologies US, Inc.		
Street Address:	14450 John F. Kennedy Blvd.		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77032		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2064921	DATASCAN	
Registration Number:	2464381	LEVELSCAN	
CORRESPONDENCE DATA			
Fax Number:	(225)248-3098		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	225-248-2098		
Email:	jwtrademarks@joneswalker.com		
Correspondent Name:	Robert C. Tucker		
Address Line 1:	8555 United Plaza Blvd., 5th Floor		
Address Line 4:	Baton Rouge, LOUISIANA 70809		
ATTORNEY DOCKET NUMBER:	111108-00		
NAME OF SUBMITTER:	Robert C. Tucker		
Signature:	/robert c. tucker/		

CH \$65.00 2064921

Date:

11/13/2007

Total Attachments: 4

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ASSIGNMENT OF INTANGIBLE PROPERTY

Prime Measurement Products, LLC, a Delaware limited liability company and Debtor and Debtor in Possession (the "**Assignor**") under Case No. LA 07-10109-RN, in the United States Bankruptcy Court for the Central District of California, Los Angeles Division is executing this Assignment of Intangible Property (the "**Assignment**") in favor of Cameron Technologies US, Inc., a Delaware corporation (the "**Assignee**"), with respect to the following facts and circumstances:

(A) Assignor and Assignee have heretofore entered into that certain Asset Purchase Agreement dated December 27, 2006, as modified and amended by that certain First Amendment to Asset Purchase Agreement dated March 19, 2007 (collectively, the "**Agreement**"). Except for terms specifically defined in this Assignment, the capitalized terms used in this Assignment shall have the same meanings as such terms when used in the Agreement.

(B) Concurrently with the execution and delivery of this Assignment, Assignor and Assignee are consummating the transactions contemplated by the Agreement. Pursuant to Sections 3.3.2 and 3.4.2 of the Agreement, Assignor and Assignee are required to mutually execute and deliver this Assignment at the Closing.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which Assignor hereby expressly acknowledges, subject to the rights, claims and interests of Westinghouse Electric Company LLC, a Delaware limited liability company ("**Westinghouse**") pursuant to that certain Agreement dated March 19, 2007 (the "**Westinghouse Agreement**"), by and among Assignor, Assignee and Westinghouse, Assignor hereby assigns, conveys, transfers and sets over unto Assignee, all of Assignor's right, title and interest, if any, inclusive of goodwill, in and to all Intangible Property, including, but not limited to, but again subject to the rights, claims and interests of Westinghouse under the Westinghouse Agreement, its right, title and interest, if any, (i) in and to the Intangible Property identified on Schedule 1.1.2 to the Agreement (the "**IP Schedule**"), and (ii) in and to the trademarks, trade names, common law marks and product lines identified in Schedule 1 and Schedule 2 attached hereto and incorporated herein by this reference. Notwithstanding anything to the contrary herein, Assignor is not hereby transferring or assigning any interest in or to any intangible property (whether or not described on the IP Schedule) to the extent the same is held by Assignor pursuant to a license or similar agreement or arrangement. This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of Assignor and Assignee.

Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Agreement (including, without limitation, the representations set forth in Sections 5.3 and 5.4 and the exclusions set forth in Section 1.2 of the Agreement and the acknowledgement and disclaimer set forth in Section 7 thereof).

In the event that Assignor or Assignee brings an action or other proceeding to enforce or interpret the terms and provisions of this Assignment, the prevailing party in that action or proceeding shall be entitled to have and recover from the non-prevailing party all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing party may suffer or incur in the pursuit or defense of such action or proceeding.

This Assignment shall be governed by and construed and enforced in accordance with the laws of California.

This Assignment amends, restates and supersedes in its entirety that certain Assignment of Intangible Property of even date herewith heretofore executed by Assignor in favor of Assignee.

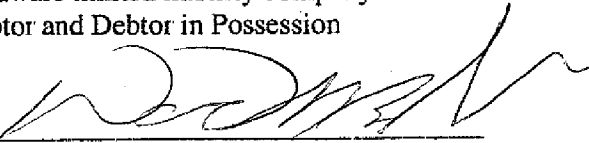
IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the 22nd day of March, 2007.

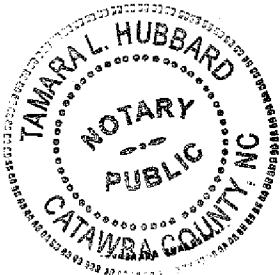
*Witness signature this
27th day of October 2007
Jamara L Heald*

ASSIGNOR:

Prime Measurement Products, LLC, a
Delaware limited liability company and
Debtor and Debtor in Possession

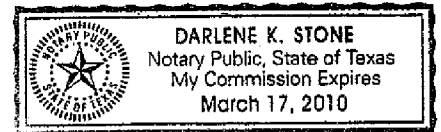
My Commission Expires: 7-13-09


By: 
Name: David M. Baker
Its: CHIEF FINANCIAL OFFICER



ASSIGNEE:

Cameron Technologies US, Inc.,
a Delaware corporation



By: 
Name: Pat Holley
Title: VP & GM

*Darlene K Stone
my commission expires
3-17-2010*

NOTE: NOTARIZED ACKNOWLEDGMENTS FOR EACH OF ASSIGNOR'S AND ASSIGNEE'S SIGNATURES TO BE ATTACHED.

Schedule 1

Trademarks, trade names and common law marks:

CryoScan
DataScan
LevelScan
RadarScan
SteamScan
DataScanPLUS
Scan Net
ATG
Automatic Tank Gauging
CS10
CS11
CS12
CS20
CS30
CS50
CS51
199
199 BUA
224
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200A
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288A
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