

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: GEORGIA
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: 1			
Property Type	Number	Word Mark	
Registration Number:	2007170	CRYOSCAN	
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:	111105-00		
NAME OF SUBMITTER:	Robert C. Tucker		
Signature:	/robert c. tucker/		
Date:	11/15/2007		

CH \$40.00 2007170

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.

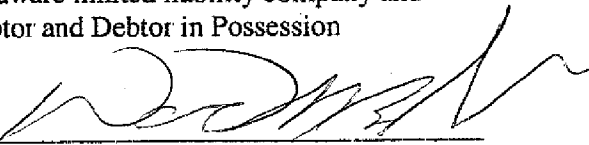
IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the 22nd day of March, 2007.

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

ASSIGNOR:

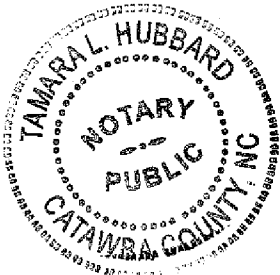
Prime Measurement Products, LLC, a
Delaware limited liability company and
Debtor and Debtor in Possession

My Commission Expires: 7-13-09

By: 

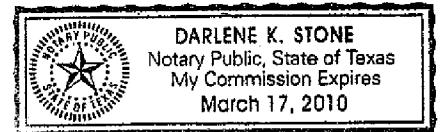
Name: David M. Baker

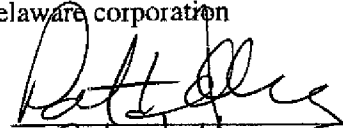
Its: CHIEF FINANCIAL OFFICER



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
224 BUA
200A
227A
288A
289A

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Schedule 2

Model	Product	Models					Contact Information
O & G	DPU - 198						US & Latin America: 251-822-9000 / 1-800-954-3760 / me-us@e-m.com Canada: 416-231-9114 / 1-877-605-7226 / me-canada@e-m.com Europe, Africa, Middle East: +44-1244-227141 / me-lt@e-m.com Asia Pacific: +65 2287 1033 / me-asia@e-m.com Or current regional sales services location Industrial Products 862.222-9440 / me-industry@e-m.com Or current regional sales services rep
O & G	Chart Recorders	202E	242E	JA			
O & G	Pneumatic Transmitters/Controllers	274A	335	338E			
O & G	Indicators	200A	200AS				
O & G	Switches	289A	287B				
Commercial	DPU - 224C						Industrial Products 862.222-9440 / me-industry@e-m.com Or current regional sales services rep
Commercial	Indicators - 224C	2280	227C	228C	316C	4800CS	
Commercial	Switches - 224C	289C/CS	2900	218C	322G	IT-20, -3A, -26, -30	
Commercial	Pneumatic Transmitters/Controllers - 224C	2740	284C	288C			
Commercial	Automatic Tank Gauging (Portable Inventory Management)	3600					
Commercial	Cross-Beam/Disks (SPAD Measurement)	CS60SS0					
Commercial	Bridge/Trailer	1045	1047				
Military	DPU - 224G						
Military	Indicators - 224G	228C	227C	218C	241C	4800CS	
Military	Switches - 224G	289C					
Military	Pneumatic Transmitters/Controllers - 224G	273C	284C				
Military	Automatic Tank Gauging (Scabbie Inventory Management)	3600					
Military	Transmitters - 224	373	374/0594/5001/752/3982		174	784**	
Military	Transmitters - non-CPU	377A					
MILBOL	Swivel Sensor Systems - Level Measurement - 224	305	341090	5-02	3500	300 EPD	
Commercial	Pneumatic Controllers - 199	389A					Industrial Products 862.222-9440 / me-industry@e-m.com Or current regional sales services rep
Commercial	Indicating Switches - 199	1927	1911				
Commercial	Indicating Transmitters - 199	1719	1717				
Commercial	Indicating Transmitter Switches - 199	17621	17626				
Commercial	Indicators - 199	200VAAS					
Commercial	Switches - 199	2804AS	281B	321			
Commercial	Pneumatic Transmitters/Controllers - Other	385P					
Military	Indicators - 199	300A					
Military	Switches - 199	389A	281B				
Military	Transmitters - 199	361AS/289					
Nuclear	Indicator & Indicating Switches - 224	227A	289A				
Nuclear	Indicator & Indicating Switches - 199	200A	239A				
Nuclear	Swivel Sensor Systems - Level Measurement	307	392	303*	304B ***		
Nuclear	Transmitters - 224	782					
Nuclear	Transmitters - Bourdon	789					
Nuclear	Nuclear Indicating Switches - 199	191A-3	291-4*				
Nuclear	Nuclear Indicating Switches - 224	280A-0.2					
Nuclear	Nuclear Safety Transmitters - Bourdon	783A					
Nuclear	Nuclear Safety Transmitters - 224	784					
Commercial	197 DPU						Industrial Products 862.222-9440 / me-industry@e-m.com Or current regional sales services rep
Commercial	Indicators - 197	1022					
Commercial	Switches - 197	1512					

*Workhouse TM/LE
 **Resistors BA07-20A-F & Addendum for Radiation Quantization
 *** Dimensional Change Application