

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AC Analytical Controls, Inc.	FORMERLY AC Analytical Controls B.V.	12/29/2006	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Petroleum Analyzer Company, L.P.		
<b>Street Address:</b>	8824 Fallbrook Drive		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77064		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77264111	XLNC	
<b>Serial Number:</b>	77264116	GASXLNC	
<b>Registration Number:</b>	3164602	REFORMULYZER	
<b>Registration Number:</b>	3161565	AC ANALYTICAL CONTROLS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(512)236-9230		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	512-236-9220		
<b>Email:</b>	receipts@rg-austin.com		
<b>Correspondent Name:</b>	Katherine J. Walters		
<b>Address Line 1:</b>	100 Congress Avenue, Suite 1750		
<b>Address Line 4:</b>	Austin, TEXAS 78701		
<b>ATTORNEY DOCKET NUMBER:</b>	4093.013		
<b>NAME OF SUBMITTER:</b>	Katherine J. Walters		

OP \$115.00 77264111

Signature:

/Katherine J. Walters/

Date:

11/04/2008

Total Attachments: 2

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## STOCK PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into effective as of the 29th day of December, 2006, by and among AC ANALYTICAL CONTROLS HOLDING B.V., a Dutch limited company ("Seller"), and PETROLEUM ANALYZER COMPANY L.P., a Delaware limited partnership ("Buyer").

WHEREAS, Seller owns all of the issued and outstanding capital stock of AC ANALYTICAL CONTROLS, INC., a Pennsylvania corporation (the "Company Shares"); and

WHEREAS, on the terms and subject to the conditions set forth in this Agreement, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, all of the Company Shares.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the legal sufficiency and adequacy of which are hereby expressly acknowledged, the parties hereby agree as follows:

1. **Sale Of Company Shares.** Seller hereby sells, assigns and transfers to Buyer, and Buyer hereby purchases from Seller, all of the Company Shares on and subject to the terms and conditions hereinafter set forth.

2. **Purchase Price And Sale Transaction.**

The transfer of the Company Shares shall be effected by Seller by Seller's execution and delivery to Buyer of Seller's outstanding stock certificates, representing all of the Company Shares owned by Seller, duly endorsed for transfer in form satisfactory to Buyer.

3. **Expenses.** Except as otherwise provided herein, Seller and Buyer shall pay all of their own respective fees, costs and expenses (including fees, costs and expenses of legal counsel, investment bankers, brokers and other representatives and consultants) incurred in connection with the negotiation of this Agreement, performance of their obligations hereunder and the consummation of the transactions contemplated hereby.

4. **Seller's Representations And Warranties:** Seller represents and warrants to Buyer as follows:

(a) Seller has full and valid title to the Company Shares and upon payment of the Purchase Price, Buyer shall have full and valid title to the Company Shares, free and clear of all liens, pledges, claims, options, charges, escrows, mortgages, security interests, voting agreements or trusts, rights of first refusal or other encumbrances or claims of any nature whatsoever.

(b) The Company Shares represent all of the equity interest in the Company owned by Seller, and Seller has no outstanding subscriptions, options, rights, warrants, or other rights, agreements or commitments which obligate the Company to issue to Seller any of its capital stock, or that otherwise relate to the Company's capital stock.

(c) Seller has full power and authority to enter into and perform its obligations under this Agreement; Seller does so freely and voluntarily and solely for the consideration recited herein; and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby shall be valid and binding upon Seller.

5. **Buyer's Representations And Warranties:** Buyer represents and warrants to Seller as follows: Buyer has full power and authority to enter into and perform Buyer's obligations under this Agreement; Buyer does so freely and voluntarily and solely for the consideration recited herein; and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby shall be valid and binding upon Buyer.

11. **Miscellaneous.** This Agreement may not be amended or terminated without the prior written consent of all parties, and no waiver of compliance with any provision or condition hereof and no consent provided for herein shall be effective unless evidenced by an instrument in writing duly executed by the proper party or parties. The provisions of this Agreement are independent of and several from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part. The paragraph headings in this Agreement are for convenience of reference only, shall not form part of this Agreement and shall not affect its interpretation.

6. **Further Assurances.** The parties agree to execute such other documents and take such further actions as may be necessary for the implementation and consummation of this Agreement.

7. **Entire Agreement:** This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter hereof and shall supersede all previous written or oral negotiations, commitments and writings.

12. **Assignment; Binding Effect.** Neither Seller nor Company may assign its rights or obligations under this Agreement. Buyer may assign any or all of its rights and obligations under this Agreement to any corporation, partnership, limited liability company or other entity which controls, is controlled by or is under common control with Buyer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

13. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware.


14. **Counterparts.** This Agreement may be executed in any number of counterparts (whether facsimile or original), each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

AC ANALYTICAL CONTROLS HOLDING B.V.

By: \_\_\_\_\_

Title: \_\_\_\_\_

  
Director

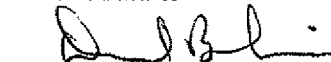
PETROLEUM ANALYZER COMPANY L.P.

By: \_\_\_\_\_

General Partner

By: \_\_\_\_\_

Title: \_\_\_\_\_

  
Vice President

TRADEMARK