

06-02-1998



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Trademarks

1 COVER SHEET

MRD 5-12-98

1. Name of conveying party: PMC/Beta Limited Partnership, a Massachusetts limited partnership

2. Name and address of receiving party:

Metrix Instrument Co., L.P., a Delaware limited partnership  
1711 Townhurst Drive  
Houston, Texas 77043

3. Nature of conveyance and execution date: Trademark Assignment dated as of and executed on May 5, 1998.

4. Trademark Registration Number:

One (1) Trademark Registration: Registration Number 1,118,503

5. Mail correspondence concerning document to:

Edmund B. Burke, Esq.  
Powell, Goldstein, Frazer & Murphy LLP  
191 Peachtree Street  
Atlanta, GA 30303

6. Total number of applications/ registrations involved: One (1)

7. Total fee (37 CFR 3.41), enclosed: \$40.00. 8. Deposit account number: N/A

9. Statement and signature: To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

  
\_\_\_\_\_  
Edmund B. Burke

May 12, 1998  
Date

Total Number of Pages for This Cover Sheet: One (1)

## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARK (this "Assignment") is executed and delivered as of the 20<sup>th</sup> day of April, 1998 (the "Effective Date"), by and between PMC/Beta Limited Partnership, a Massachusetts limited partnership ("Assignor"), and Metrix Instrument Co., L.P., a Delaware limited partnership having its principal place of business at 1711 Townhurst Drive, Houston, Texas 77043.

WHEREAS, Assignee is acquiring certain assets from Assignor representing the business to which the Mark (as defined herein) pertains; and

WHEREAS, Assignor wishes to transfer and assign all of its right, title and interest in and to such Mark to Assignee, in connection with Assignee's acquisition of such assets; and

WHEREAS, the parties wish to evidence this absolute transfer of rights by this instrument of assignment;

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns and transfers to Assignee, and Assignee hereby accepts, Assignor's full and entire worldwide right, title and interest in and to:

(i) the DYNAMIC PREDICTIVE MAINTENANCE trademark, together with all the goodwill appurtenant thereto, together with the associated U.S. trademark Reg. No. 1118503 and any rights resulting therefrom (the "Mark");

(ii) any and all rights and causes of action to recover past, present, or future damages, royalties, fees, profits, or other relief, including equitable or injunctive relief, arising from infringement of the Mark and to which Assignor is or would have been entitled had this Assignment not been made.

The Mark is to be held and enjoyed by Assignee for the exclusive use and benefit of Assignee and Assignee's representatives, successors, and assigns, as fully and entirely as the same would be held and enjoyed by Assignor had this Assignment not been made.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed, sealed and delivered, and Assignee has accepted the assignment of the Marks, as of the Effective Date.

**Assignor:**

**Assignee:**

**PMC/BETA LIMITED PARTNERSHIP**

**METRIX INSTRUMENT CO., L.P.**

By: PMC/Beta Docs At General Partner  
Name: Frank Wheeler  
Title: Pres

By: AMOT Sales Corporation

Larry K. Christensen  
Larry K. Christensen  
President

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TRADEMARK

REEL: 1733 FRAME: 0673

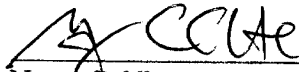
**ACKNOWLEDGEMENT**

State of MA )

County of Middlesex

On this 5<sup>th</sup> day of ~~April~~ <sup>May</sup>, 1998, before me personally came Jack Newton who being by me personally sworn, did acknowledge that he is the President of PMC/Beta Limited Partnership, the limited partnership described in and which executed the foregoing instrument, and that he did sign and deliver the foregoing instrument of his own free will and accord for the purposes therein named and expressed and with all proper authority of said corporation.

~~April~~ <sup>May</sup> IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 5<sup>th</sup> day of May, 1998.

  
\_\_\_\_\_  
Notary Public

Notary's Printed Name:  
**GARY C. CHUTE, NOTARY PUBLIC**

Notary's Commission Expires:  
My commission expires July 13, 2001

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