

11-16-2000



101518745

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

11-6-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

11/14/2000 MTHAI1 00000264 2272103

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40.00 (P)

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002175 FRAME: 0057

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2272103"/>	<input type="text"/>	<input type="text"/>
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Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

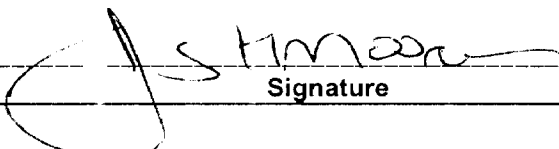
No

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. Charges to deposit account are authorized, as indicated herein.

James H. Moore, III

Name of Person Signing



Signature

11/21/00

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

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ASSIGNMENT

Assignment made March 24, 2000 by David Haymond, individually, and Crystal Clear Industries, Inc., a Kentucky corporation, P. O. Box 1933, Ashland, Kentucky, 41105-1933 (collectively referred to herein as "assignors"), to Enduroscope, Inc., a Kentucky corporation, P. O. Box 1434, Ashland, Kentucky, 41105-1434, (herein referred to as "assignee").

RECITALS

- A. Assignors obtained and/or hold a patent and registered trademark of the United States of America for a certain cylindrical viewing tube for reading submerged water meters known as Enduroscope, for which the patent is numbered 5,491,589 and dated February 13, 1996, and for which the registered trademark is numbered 2,272,103 and dated August 24, 1999.
- B. Assignors are the sole and exclusive owners of the patent and registered trademark described therein, and all of the rights in the same.
- C. Assignee is desirous of acquiring the entire right, title, and interest in the patent, registered trademark and invention known as Enduroscope.

1. **Assignment.** In consideration of \$1.00 and other good and valuable consideration, the receipt of which is acknowledged, assignors assign to assignee the invention known as Enduroscope, the patent and the registered trademark identified in Exhibit A attached hereto and incorporated by reference herein, together with all common law and statutory rights, title and interest in and to

said patent and trademark, and any reissue of reissues of the patent or trademark already granted, the same to be held and enjoyed by assignee for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the patent or trademark are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by assignors if this assignment had not been made, together with all claims for damages by reason of past infringement of the patent or trademark, with the right to sue for and collect the same for its own use, and for the use of its successors, assigns, or other legal representatives.

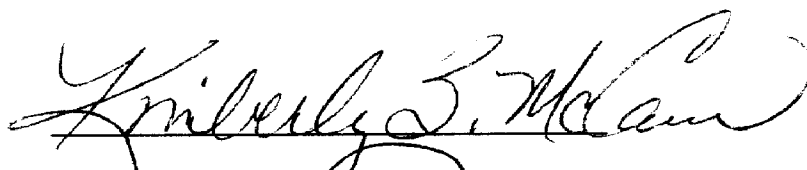
2. **Covenant.** Assignors covenant that they have full right to convey the interest herein assigned, and that they have not executed and will not execute any agreement in conflict herewith. Assignors warrant that they are the sole owners, free of the obligations of any license or encumbrance whatsoever, of all the patents or rights to patents assigned hereunder.

3. **Cooperation.** Assignors covenant and agree that they will at any time on request execute and deliver any and all papers that may be necessary or desirable to perfect the title to the invention, patent or trademark that are or may be granted therefore. Assignors further covenant and agree that they will at any time on request communicate to assignee any facts relating to the invention, patent, trademark or the history thereof and testify as to the same in any interference or other litigation when requested to do so.

COMMONWEALTH OF KENTUCKY)
) SCT:
COUNTY OF BOYD)

Acknowledged before me on this the 24th day of March, 2000, by Matthew Tinker, President of ENDUROSCOPE, INC., a Kentucky corporation, on behalf of the corporation.

My Commission Expires: 1-7-2002.


NOTARY PUBLIC