

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CiDRA Corporation		06/23/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	CiDRA Corporate Services, Inc.
Street Address:	50 Barnes Park Road North
City:	Wallingford
State/Country:	CONNECTICUT
Postal Code:	06492
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2716524	CIDRA
Registration Number:	2770220	CIDRA
Registration Number:	2784961	CIDRA
Registration Number:	3203033	SONARTRAC
Serial Number:	77430923	HALO SYSTEM
Serial Number:	77430934	SMARTRING
Serial Number:	77487091	SONARCHECK
Serial Number:	77430943	HALO
Registration Number:	2562972	CIDRA
Registration Number:	2735598	

CORRESPONDENCE DATA

Fax Number: (203)261-5676  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 203-261-1234

CH \$265.00 2716524

Email: wjb@WFVA.net  
Correspondent Name: William J. Barber  
Address Line 1: 755 Main Street, P.O. Box 224  
Address Line 4: Monroe, CONNECTICUT 06468

ATTORNEY DOCKET NUMBER:	CIDRA TM ASSIGNMENT
NAME OF SUBMITTER:	William J. Barber
Signature:	/William J. BARBER/
Date:	09/19/2008

**Total Attachments: 7**

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source=Assignment Cidra Corporation to Cidra Corporate Services Inc as filed TRADEMARK 19 September 2008#page3.tif  
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source=Assignment Cidra Corporation to Cidra Corporate Services Inc as filed TRADEMARK 19 September 2008#page5.tif  
source=Assignment Cidra Corporation to Cidra Corporate Services Inc as filed TRADEMARK 19 September 2008#page6.tif  
source=Cidra trademarks for assignment Appendix B as filed 19 September 2008#page1.tif

## IP ASSIGNMENT, LICENSE, AND CROSS-LICENSE AGREEMENT

This IP Assignment, License, and Cross-License Agreement (this "Agreement"), effective as of June 23, 2008 (hereinafter "Effective Date"), is made by and between CiDRA Corporate Services LLC, a Delaware limited liability company (to be converted to a corporation under the laws of the State of Delaware and re-named CiDRA Corporate Services Inc.), having a place of business at 50 Barnes Park Road North, Wallingford, Connecticut 06492 (hereinafter "ASSIGNEE") and CiDRA Corporation, a Delaware corporation, having a place of business at 50 Barnes Park North, Wallingford, CT 06492 (hereinafter "ASSIGNOR"), each of which hereunder may be called a "Party" or collectively called the "Parties".

**WHEREAS**, Exploration and Services (Holdings) Limited, a company incorporated under the laws of England and Wales ("Buyer"), Expro Meters, Inc., a Delaware corporation and wholly-owned subsidiary of Buyer ("Merger Sub"), ASSIGNOR, and ASSIGNEE entered into an Agreement and Plan of Merger dated \_\_\_\_\_, 2008, pursuant to which Merger Sub merged with and into ASSIGNOR, with ASSIGNOR as the surviving corporation (the "Merger");

**WHEREAS**, prior to the Effective Time of the Merger, ASSIGNOR spun off ASSIGNEE;

**WHEREAS**, ASSIGNOR owns and/or has licenses to intellectual property related to: (1) the measurement of various characteristics of fluid flowing within a pipe, including flow rate, mass flow rate, entrained gases, gas void fraction, consistency, correction of other flow meters, entrained particles, particle loading, steam and liquid characteristic, liquid loading in gas, slug flow, dispersion within a flow, and stratification; (2) the measurement of thickness of pipe walls and other casings and components; and (3) other acoustic measurements ("Flow Intellectual Property," as further defined in Section 1.11);

**WHEREAS**, ASSIGNOR owns and/or has licenses to intellectual property related to telecommunications systems and components, including fiber optics components and systems and free space optics components and systems, and intellectual property related to optical sensors and optical sensing components, excluding any Flow Intellectual Property ("Optical Intellectual Property," as further defined in Section 1.18);

**WHEREAS**, ASSIGNEE desires to obtain, and ASSIGNOR is willing to grant to ASSIGNEE, an exclusive license in the Assignee Field of Use and a non-exclusive license in the Shared Field of Use for the Flow Intellectual Property;

**WHEREAS**, ASSIGNEE desires to obtain, and ASSIGNOR is willing to grant to ASSIGNEE, an assignment of and/or exclusive license under all of ASSIGNOR's right, title, and interest in and to the Optical Intellectual Property;

**WHEREAS**, ASSIGNEE desires to obtain, and ASSIGNOR is willing to grant to ASSIGNEE, an assignment of all of ASSIGNOR's right, title, and interest in and to the Assigned Trademarks and Domain Names;

**WHEREAS**, ASSIGNOR desires to obtain, and ASSIGNEE is willing to grant to ASSIGNOR, a non-exclusive license in the Assignor Field of Use and Shared Field of Use for the Assigned Optical Patents and the Assigned Optical Know-How; and

**WHEREAS**, ASSIGNOR and ASSIGNEE wish to enter into a cross-license pursuant to which each party shall grant the other a license under any Improvements made during the Cross-License Period (defined in Section 5.1) to certain of the rights assigned or licensed under this Agreement.

**NOW, THEREFORE**, in consideration for mutual promises and covenants contained herein and in the Merger Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## **1. DEFINITIONS**

1.1 "Affiliates" means, with respect to a Party, an entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Party and, for the purposes hereof, the term "control" means the power to direct the management and policies of such entity (directly or indirectly), whether through ownership of securities, by contract, or otherwise (and the terms "controlling" and "controlled" have the meanings correlative to the foregoing).

1.2 "Assigned Optical Know-How" means any Know-How owned, controlled or held by ASSIGNOR in existence prior to the Effective Date exclusively relating to the Assigned Optical Patents.

1.3 "Assigned Optical Patents" means the Patents listed in Appendix A of this Agreement, attached hereto and made a part hereof.

1.4 "Assigned Trademarks and Domain Names" means the trademarks and internet domain names listed in Appendix B of this Agreement, attached hereto and made a part hereof.

1.5 "Assignee Field of Use" means all fields of use outside of the Assignor Field of Use and the Shared Field of Use.

1.6 "Assignor Field of Use" means, subject to the last sentence of this Section: (i) exploration of or drilling for Fluids in a subterranean or subsea reservoir; (ii) extraction, recovery, production, injection, and re-injection of Fluids from or into a subterranean or subsea reservoir ; (iii) storage, separation, treatment, and transportation of Fluids from a subterranean or subsea reservoir; (iv) injection or re-injection of Fluids into a subterranean or subsea reservoir, and transportation of such Fluids solely for the purpose of such injection or re-injection into a subterranean or subsea reservoir; and (v) all equipment, processes, and materials used in the foregoing. For purposes of clarification, Assignor Field of Use does not include: (A) mining, or the transportation, processing, treatment, or storage of mined minerals; or (B) the following activities

relating to the exploration for and/or mining of hydrocarbon minerals derived from shale oil, oil sands, or tar sands (where for the avoidance of doubt such exploration or mining does not include extraction or recovery of Fluids through drilled wells): (i) exploration for or mining of such hydrocarbon minerals; (ii) extraction, recovery or production of Fluids; or (iii) storage, separation, treatment, or transportation of Fluids; or (C) anything within the Shared Field of Use.

1.7 “Exclusive UTC Grantback Patents” means the Assigned Optical Patents, Exclusively Licensed Optical Patents, and Flow Patents listed in Appendix C of this Agreement, attached hereto and made a part hereof.

1.8 “Exclusive Weatherford Licensed Patents” means the Patents listed in Appendix D of this Agreement, attached hereto and made a part hereof.

1.9 “Exclusively Licensed Optical Know-How” means any Know-How owned, controlled, or held by ASSIGNOR in existence prior to the Effective Date exclusively relating to the Exclusively Licensed Optical Patents.

1.10 “Exclusively Licensed Optical Patents” means the Patents listed in Appendix E of this Agreement, attached hereto and made a part hereof.

1.11 “Flow Intellectual Property” means the Flow Know-How and Flow Patents.

1.12 “Flow Know-How” means any Know-How owned, controlled, or held by ASSIGNOR in existence prior to the Effective Date exclusively relating to the Flow Patents.

1.13 “Flow Patents” means the Patents listed in Appendix F of this Agreement, attached hereto and made a part hereof.

1.14 “Fluids” means substances that are primarily liquids and/or gases, and includes slurries.

1.15 “Improvements” means any modifications, enhancements, and derivative works of the relevant intellectual property developed after the Effective Date, whether or not patentable.

1.16 “Know-How” means any Proprietary Information and published copyright work (including software, mask works, computer programs, and multimedia works).

1.17 “Licensed Trademarks and Domain Names” means the Trademarks and Domain Names listed in Appendix G of this Agreement, attached hereto and made a part hereof.

1.18 “Optical Intellectual Property” means the Assigned Optical Know-How, Assigned Optical Patents, Exclusively Licensed Optical Know-How, and Exclusively Licensed Optical Patents.

1.19 “Patents” means U.S. and foreign patents, patent applications, and invention disclosures (including any patents issuing thereon and any and all patents claiming priority therefrom), including any continuations, continuations-in-part (CIPs), divisionals, foreign counterparts, reissues, extensions, or reexaminations thereof.

2.2 Limitations. Nothing in this Agreement shall provide any person other than ASSIGNOR and ASSIGNEE with any claim, defense, right, or benefit; no third-party beneficiary rights or benefits are created hereby.

2.3 Prohibition. If due to the Pre-existing Rights ASSIGNOR is unable to assign to ASSIGNEE any of the intellectual property assigned pursuant to Article 3, or if either party is unable to license to the other the intellectual property licensed pursuant to Article 4, the Parties will endeavour in good faith to make alternative and commercially reasonable arrangements, consistent with the existence of such Pre-existing Rights, to enable ASSIGNEE to operate in the Assignee Field of Use, ASSIGNOR to operate in the Assignor Field of Use, and both ASSIGNOR and ASSIGNEE to operate in the Shared Field of Use, in the manner that would have been provided for by this Agreement in the absence of the relevant Pre-existing Rights.

### 3. ASSIGNMENT

3.1 Assigned Optical Patents. ASSIGNOR hereby assigns, transfers, sells, and conveys to ASSIGNEE all right, title, and interest in and to the Assigned Optical Patents, subject to the Pre-existing Rights and the licenses in Article 4. The foregoing assignment includes all ASSIGNOR's right, title, and interest in and to the Assigned Optical Patents, including the sole right to file applications (as entirely as could be exercised by ASSIGNOR had the assignment above not been made) and the right to exercise any and all other powers relating to the foregoing (including enforcement of the Assigned Optical Patents, whether for past infringements or otherwise, licensure or sublicensure, or any transfer or disposition of any of the Assigned Optical Patents or rights included therein) without reservation in favor of or accounting to any person. ASSIGNOR acknowledges and agrees that any claim, defense, or right of action that it may now or hereafter have, or that may now be accrued or may hereafter accrue, as against ASSIGNEE, whether under this Agreement, the Merger Agreement, or otherwise, shall not: (i) have any effect on the assignment made pursuant to this Section 3.1, (ii) serve as any basis for rescinding or invalidating such assignment, or (iii) be asserted by ASSIGNOR to defeat or adversely affect such assignment.

3.2 Assigned Optical Know-How. ASSIGNOR hereby assigns, transfers, sells, and conveys to ASSIGNEE all ASSIGNOR's right, title, and interest in and to the Assigned Optical Know-How, subject to the Pre-existing Rights and the licenses in Article 4.

3.3 Assigned Trademarks and Domain Names. ASSIGNOR hereby assigns, transfers, sells, and conveys to ASSIGNEE all ASSIGNOR's right, title, and interest in and to the Assigned Trademarks and Domain Names, subject to the Pre-existing Rights and the license granted in Section 4.4. The foregoing assignment includes all ASSIGNOR's right, title, and interest in and to the Assigned Trademarks and Domain Names, including the sole right to exercise any and all other powers relating to the foregoing (including enforcement of the Assigned Trademarks and Domain Names, whether for past infringements or otherwise, licensure or sublicensure or any transfer or disposition of any of the Assigned Trademarks and Domain Names or rights included therein) without reservation in favor of or accounting to any person. ASSIGNOR acknowledges and agrees that any claim, defense, or right of action that it may now or hereafter have, or that may now be accrued or may hereafter accrue, as against ASSIGNEE whether under this Agreement, the Merger Agreement, or otherwise, shall not: (i) have any effect on the assignment made pursuant to this

Section 3.3; (ii) serve as any basis for rescinding or invalidating such assignment; or (iii) be asserted by ASSIGNOR to defeat or adversely affect such transfer and assignment.

3.4 Physical Embodiments. Immediately following the Effective Date, ASSIGNOR shall deliver to ASSIGNEE: (i) the original physical embodiments of materials exclusively related to the Assigned Optical Patents, Assigned Optical Know-How, and Assigned Trademarks and Domain Names; and (ii) tangible copies of the physical embodiments of materials related to the Exclusively Licensed Optical Patents, Exclusively Licensed Optical Know-How, and Flow Intellectual Property, and tangible copies of the physical embodiments of other materials related to the Assigned Optical Patents not covered by this Section 3.4. ASSIGNOR shall be entitled to make and keep copies of any materials delivered to ASSIGNEE.

#### 4. LICENSE GRANTS

##### 4.1 Optical Patents and Know-How License.

4.1.1 By ASSIGNOR in Assignee Field of Use. Subject to the Pre-existing Rights, ASSIGNOR hereby grants to ASSIGNEE an irrevocable, worldwide, transferable, paid-up, royalty-free, exclusive license (even as against ASSIGNOR) under the Exclusively Licensed Optical Patents and the Exclusively Licensed Optical Know-How, to make and have made, use and have used, sell and have sold, offer for sale, lease and have leased, repair and have repaired, service and have serviced, and import and have imported, any products or processes, with the right to sublicense others, in the Assignee Field of Use.

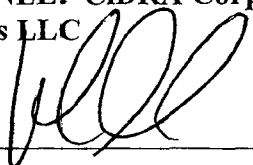
4.1.2 By ASSIGNOR in Assignor and Shared Fields of Use. Subject to the Pre-existing Rights, ASSIGNOR hereby grants to ASSIGNEE an irrevocable, worldwide, transferable, paid-up, royalty-free, exclusive license (save as to ASSIGNOR and its Affiliates) under the Exclusively Licensed Optical Patents and the Exclusively Licensed Optical Know-How, to make and have made, use and have used, sell and have sold, offer for sale, lease and have leased, repair and have repaired, service and have serviced, and import and have imported, any products or processes, with the right to sublicense others, in the Assignor Field of Use and the Shared Field of Use.

4.1.3 By ASSIGNEE. Subject to the Pre-existing Rights, ASSIGNEE hereby grants to ASSIGNOR an irrevocable, worldwide, transferable, paid-up, royalty-free, non-exclusive license under the Assigned Optical Patents and the Assigned Optical Know-How, to make and have made, use and have used, sell and have sold, offer for sale, lease and have leased, repair and have repaired, service and have serviced, and import and have imported, any products or processes, with no right to sublicense others, in the Assignor Field of Use and Shared Field of Use.

4.2 Flow Intellectual Property in Assignee Field of Use. Subject to the Pre-existing Rights, ASSIGNOR hereby grants to ASSIGNEE an irrevocable, worldwide, transferable, paid-up, royalty-free, exclusive license (even as against ASSIGNOR) under the Flow Intellectual Property, to make and have made, use and have used, sell and have sold, offer for sale, lease and have leased, repair and have repaired, service and have serviced, and import and have imported, any products or processes in the Assignee Field of Use, with the right to sublicense to others.

The Parties, acting through their duly authorized representatives, have executed this Agreement, effective as of the Effective Date.

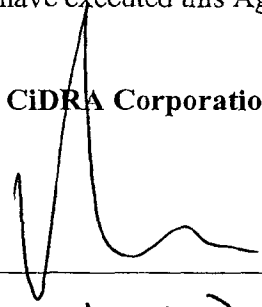
**ASSIGNEE: CiDRA Corporate Services LLC**

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

Printed Name: Michael Grillo

Title: Vice President & General Counsel

**ASSIGNOR: CiDRA Corporation**

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

Printed Name: F. Kevin Didden

Title: President & CEO

[Signature Page - IP Assignment, License and Cross-License Agreement]



## APPENDIX B

Docket	Trademark	Status	Application Number	Registration Number
TM0004	CIDRA (Telecom)	Registered	78/003,421	2716524
TM0009	CIDRA (Service Mark-Telecom)	Registered	78/012,004	2770220
TM0011	LAMBDA & CIDRA (New Stylized)(Sensing/Telecom)	Registered	78/053,612	2784961
TM0012	Lambda Logo (Sensing/Telecom)	Registered	78/053,614	2735598
TM0014	SONARTRAC	Pending	78/206,560	3203033
TM0016	HALO SYSTEMS	Pending	77/430,923	
TM0017	SMART RING	Pending	77/430934	
TM0018	SONARCHECK - Service Mark	Pending	77/487,091	
TM0019	HALO CIDRA	Pending Registered	77/430,943 75/980,869	 2562972