

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Barton Instrument Systems, LLC (Delaware corp)
Barton Instrument Systems Ltd. (Ontario corp)

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: NuFlo Technologies, LP
Internal Address: _____
Address: _____
Street Address: 16538 Air Center Boulevard
City: Houston State: TX Zip: 77032

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership Delaware
 Corporation-State _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment!)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 06/20/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) see attached

Additional number(s) attached Yes No

B. Trademark Registration No.(s) see attached

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Steven R. Borgman
Internal Address: Vinson & Elkins L.L.P.
2300 First City Tower

Street Address: 1001 Fannin Street


City: Houston State: TX Zip: 77002-6760

6. Total number of applications and registrations involved: **20**

7. Total fee (37 CFR 3.41).....\$ 515.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
22-0365; Attn: SCF300/52002

DO NOT USE THIS SPACE

9. Signature.
Steven R. Borgman  7/23/03
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **9**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$515.00 220365 76164284

Continuation of Item 4:

Application Number:

76/164,284

Registration Numbers:

1,820,460

2,059,126

2,623,090

1,263,439

1,747,715

2,130,129

1,786,560

707,500

799,847

2,368,889

2,081,128

2,036,990

2,031,822

1,712,821

2,079,058

2,398,468

2,113,002

2,189,226

2,352,386

EXECUTION COPY

**GENERAL CONVEYANCE, ASSIGNMENT, BILL OF SALE
AND ASSUMPTION AGREEMENT**

THIS GENERAL CONVEYANCE, ASSIGNMENT, BILL OF SALE and ASSUMPTION AGREEMENT (this "*Agreement*"), is entered into as of June 20, 2003 among Barton Instrument Systems, L.L.C., a Delaware limited liability company ("*Barton US*"), Barton Instrument Systems Ltd., an Ontario corporation ("*Barton Canada*" and together with Barton US, "*Sellers*"), NuFlo Technologies, LP, a Delaware limited partnership ("*Buyer*"), NuFlo Technologies Sales Company, a Delaware corporation ("*NuFlo Sales Company*") and NuFlo Technologies Canada Ltd., an Alberta corporation ("*NuFlo Canada*").

WITNESSETH:

WHEREAS, Sellers, NuFlo Technologies, Inc., a Delaware corporation, and NuFlo Canada have entered into a Purchase and Sale Agreement dated as of June 20, 2003 (the "*Purchase and Sale Agreement*"), providing, among other things, for the sale by Sellers to NuFlo Technologies, Inc. and NuFlo Canada of the Purchased Assets;

WHEREAS, NuFlo Technologies, Inc. has assigned its rights and obligations to purchase the Purchased Assets not located in Canada to Buyer;

WHEREAS, pursuant to Sections 2.1 and 2.4 of the Purchase and Sale Agreement, Buyer designates NuFlo Sales Company as Buyer's nominee to accept certain of the Purchased Assets and to assume certain of the Assumed Obligations related to such Purchased Assets;

WHEREAS, NuFlo Sales Company is a direct wholly owned subsidiary of NuFlo Technologies, Inc.;

WHEREAS, pursuant to the Purchase and Sale Agreement, Sellers, Buyer, NuFlo Canada and NuFlo Sales Company are required to execute and deliver this Agreement in connection with the consummation of the transactions contemplated by the Purchase and Sale Agreement;

WHEREAS, pursuant to the Purchase and Sale Agreement, Sellers have agreed to sell, transfer, assign, convey and deliver, or cause to be sold, transferred, assigned, conveyed and delivered, to Buyer, NuFlo Canada or NuFlo Sales Company the Purchased Assets;

WHEREAS, pursuant to the Purchase and Sale Agreement, Buyer and NuFlo Canada have agreed that Buyer, NuFlo Canada or NuFlo Sales Company will assume the Assumed Obligations; and

WHEREAS, any capitalized term used but not defined in this Agreement shall have the meaning ascribed to such term in the Purchase and Sale Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Conveyance and Assumption of Assets.

- a. Sellers hereby grant, convey, assign, transfer, bargain and deliver unto NuFlo Sales Company and its successors and assigns all of the Scheduled Inventory located in the United States in locations other than Texas and Oklahoma.
- b. Sellers hereby grant, convey, assign, transfer, bargain and deliver unto Buyer and its successors and assigns the Purchased Assets located in the United States not covered by clause (a) above.
- c. Sellers hereby grant, convey, assign, transfer, bargain and deliver unto NuFlo Canada all of the Purchased Assets located in Canada.
- d. Sellers hereby grant, convey, assign, transfer, bargain and deliver unto NuFlo Sales Company all of the Purchased Assets not covered in clause (a), (b) or (c) above.
- e. Notwithstanding the foregoing, any of the Purchased Assets constituting intangible property requiring consent to consummate the transfer and assignment contemplated by this Agreement that has not been obtained as of the date hereof shall not be transferred or assigned upon delivery of this Agreement, but rather shall be deemed to have been automatically transferred or assigned pursuant to this Agreement when such consent has been obtained.

TO HAVE AND TO HOLD the Purchased Assets unto Buyer, NuFlo Canada and NuFlo Sales Company and their successors and assigns forever as set forth in clauses (a) – (e) above, together with all and singular the rights and appurtenances belonging or pertaining thereto; and each Seller hereby binds itself and its successors and assigns to warrant and forever defend all and singular the title to the Purchased Assets unto Buyer, NuFlo Canada and NuFlo Sales Company and their successors and assigns as set forth in clauses (a) – (e) above against every Person whomever lawfully claiming or to claim such Purchased Assets or any part thereof.

2. Subsequent Actions. Sellers hereby covenant to and with Buyer, NuFlo Canada and NuFlo Sales Company and their successors and assigns, to execute and deliver to Buyer, NuFlo Canada and NuFlo Sales Company and their successors and assigns, all such other and future instruments of conveyance, assignment and transfer, and all such notices, releases and other documents, that are reasonably necessary to more fully and specifically convey, assign, and transfer to and vest in Buyer, NuFlo Canada and NuFlo Sales Company and their successors and assigns as set forth in clauses (a) – (e) in Paragraph 1 of this Agreement, the title of Sellers in and to all and singular the Purchased Assets hereby conveyed, assigned, and transferred, or intended to be conveyed, assigned or transferred. To the extent that, with respect to any of the Purchased Assets, no assignment document other than this Agreement is executed, the parties intend for this Agreement to constitute the conveyance, transfer and assignment of such Purchased Assets.

3. Assumption of Assumed Liabilities. Buyer, NuFlo Sales Company and NuFlo Canada each hereby assumes and agrees to pay, perform and discharge promptly and in full

when due all of the Assumed Obligations related to the Purchased Assets granted, conveyed, assigned, transferred, bargained and delivered to it.

4. Governing Law. This Agreement shall be construed and interpreted and the rights of the parties governed by the internal laws of the State of Texas, without regard to any principles of conflicts of law thereof that would result in the application of the laws of any other jurisdiction.

5. Conflict and Inconsistency; No Merger. To the extent any conflict or inconsistency exists between the provisions of this Agreement and the Purchase and Sale Agreement, the provisions of the Purchase and Sale Agreement shall be controlling. The terms and provisions of the Purchase and Sale Agreement (including, without limitation, the representations, warranties and covenants therein) shall not merge with, be extinguished or otherwise affected by the delivery and execution of this Agreement or any other document delivered pursuant to Paragraph 2 of this Agreement.

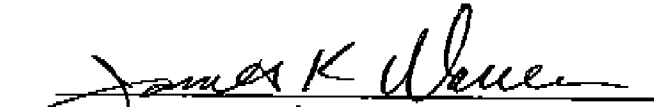
6. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

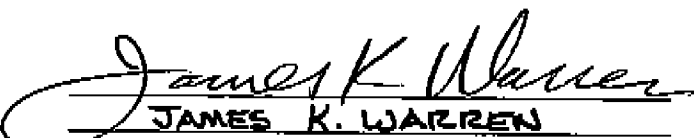
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day
ear first above written.

SELLERS:

BARTON INSTRUMENT SYSTEMS, L.L.C.

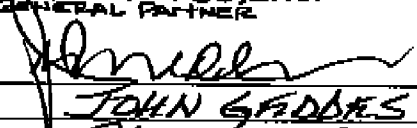
By: 
Name: JAMES K. WARREN
Title: MANAGING DIRECTOR

BARTON INSTRUMENT SYSTEMS, LTD.

By: 
Name: JAMES K. WARREN
Title: VICE PRESIDENT + SECRETARY

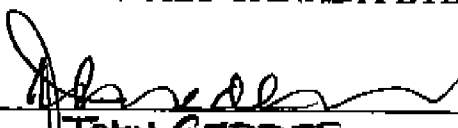
BUYER:

NUFLO TECHNOLOGIES, LP.
By: NUFLO GP HOLDINGS, INC.
AS GENERAL PARTNER

By: 
Name: JOHN GEDDES
Title: PRESIDENT


NUFLO CANADA:

NUFLO TECHNOLOGIES CANADA LTD.

By: 
Name: JOHN GEDDES
Title: PRESIDENT

NUFLO SALES COMPANY:

NUFLO TECHNOLOGIES SALES COMPANY

By: 
Name: JOHN GEDDES
Title: PRESIDENT

[Signature page to General Assignment Agreement]