

12-30-2003

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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):

Ropintasco 2, LLC

12.23.03

- Individual(s)
- General Partnership
- Corporation-State
- Other limited liability company - DE
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 11/28/03

2. Name and address of receiving party(ies)

Name: Ropintasco Holdings, L.P.

Internal

Address: _____

Street Address: 2160 Satellite Blvd., Suite 200

City: Duluth State: GA Zip: 30097

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership DE
- 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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

[See attached list].

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Alston & Bird LLP

Internal Address: Jay E. Sloman

Street Address: 1201 West Peachtree Street

City: Atlanta State: GA Zip: 30309

6. Total number of applications and registrations involved: _____

22

7. Total fee (37 CFR 3.41).....\$ 565.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Jay E. Sloman

Name of Person Signing

Signature

12-18-03

Date

12/29/2003 LNUELLER 00000057 662217

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

01 FC:8521
02 FC:8522

40.00 DP
525.00 DP

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

TRADEMARK
REEL: 002887 FRAME: 0333

Ropintasco 2 Trademarks

AMOT	US 662,217
PNEUCON	US 833,159
VIBRO-GUARD	US 978,112
AUTO-PURGER	US 1,579,636
AUTO-PURGER	US 1,921,691
FROST MASTER	US 1,609,685
FROST WATCH	US 2,015,480
H LOGO	US 2,212,130
LEVEL CAT	US 1,805,938
LONG NECK	US 1,836,424
SEE-LEVEL	US 1,904,291
TECHNI-LEVEL	US 1,698,909
VARI LEVEL	US 1,492,070
DESIGN ONLY	2,060,883
FLOWDATA	2,104,730
FLOWDATA	2,124,821
FLOWDATA	2,126,553
FTI FLOW TECHNOLOGY	2,529,730
FUELCOM	2,086,407
FUELCOM SYSTEM	2,109,790
TRICKLEMETER	2,239,421
VECTOR	2,439,800

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is effective as of November 28, 2003, by and between Ropintassco 2, LLC, a Delaware limited liability company ("Assignor") and Ropintassco Holdings, L.P., a Delaware limited partnership.

WHEREAS, Assignor is the owner of certain Intellectual Property (as defined below) which it desires to assign to Assignee in connection with Assignor obtaining a limited partnership interest in Assignee; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Intellectual Property.


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

1. Assignor and Assignee agree that, for purposes of this Assignment, "Intellectual Property" of Assignor shall mean any and all of the following items identified on Schedule A attached hereto, and all registrations and applications for registration thereof: (i) patents (including but not limited to continuations, continuations-in-part, divisions, renewals, reissues, and extensions thereof), inventions or discoveries (including but not limited to processes, machines, manufactures, compositions of matter, formulas, techniques, concepts and ideas) whether patentable or not; (ii) copyrights in any work of authorship recognized by foreign or domestic law, by statute or at common law or otherwise (including but not limited to databases and computer software, in source code and object code form); (iii) mask works; (iv) trademarks, service marks, Internet domain names, trade names and trade dress, and all goodwill related thereto; and (v) trade secrets.
2. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's rights, title and interest in and to the Intellectual Property of Assignor, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past, present and future infringement thereof.
3. Assignor agrees to execute all documents necessary to perfect such rights, title, and interest in Assignee, its successors, assigns, and legal representatives.
4. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.

[Signatures on Following Page]

IN WITNESS WHEREOF, each party hereto has caused this Assignment to be executed, all as of the day and year first above written.


ROPINTASSCO 2, LLC

By: 
Name: Shanler D. Cronk
Title: Manager and President

STATE OF GEORGIA

COUNTY OF GWINNETT


On this 28th day of November, 2003, before me, a Notary Public in and for the State and County aforesaid, personally appeared Shanler D. Cronk known by me to be the person above named and an officer of Ropintassco 2, LLC, duly authorized to execute this Assignment of Intellectual Property on behalf of Ropintassco 2, LLC, who signed and executed the foregoing instrument on behalf of Ropintassco 2, LLC.


Notary Public
My Commission Expires: June 14, 2005

ACKNOWLEDGED AND ACCEPTED:

ROPINTASSCO HOLDINGS, L.P.

By: Compressor Controls Corporation,
its General Partner

By: 
Name: Martin S. Neudley
Title: Vice President

Schedule A

Intellectual Property

All Intellectual Property owned by Assignor including, without limitation, the Intellectual Property on the following schedules:

Complete Listing of Patents for Ropintassco 2 LLC

<u>Cornell Pump Mfrg. Corp.</u>	Aeration Pump	US 3,663,117	5/16/1972
<u>Cornell Pump Mfrg. Corp.</u>	Air Lift	US 3,282,226	11/1/1996
<u>Cornell Pump Mfrg. Corp.</u>	Apparatus for Producing Liquid Mixture	US 3,207,485	9/21/1965
<u>Cornell Pump Mfrg. Corp.</u>	Delta Impeller	US 3,295,456	1/3/1967
<u>Cornell Pump Mfrg. Corp.</u>	Labyrinth Seal with Current Forming Seal Passages	US 4,335,886	6/22/1982
<u>Cornell Pump Mfrg. Corp.</u>	Mechanical Seal	US 3,301,191	1/31/1967
<u>Cornell Pump Mfrg. Corp.</u>	Pump Impeller with Skirt	US 3,743,437	7/3/1973
<u>Cornell Pump Mfrg. Corp.</u>	Sewage Pump Station	US 918,534	
<u>Cornell Pump Mfrg. Corp.</u>	Sewage-Pumping Station	US 3,630,637	12/28/1971
<u>Amot Controls Corporation</u>	Acceleration Sensing Device	US 3,448,228	6/3/1969
<u>Amot Controls Corporation</u>	Indicator for Transitory Fluid Pulses in a Fluid Control System	US 3,542,065	11/24/1970
<u>Amot Controls Corporation</u>	Modular Valve and Operator for Fluid Logic and Control System	US 3,516,442	6/23/1970
<u>Amot Controls Corporation</u>	Multiple Signal Pilot for Fluid Logic Valve	US 3,542,073	11/24/1970
<u>Amot Controls Corporation</u>	Spool Valve	US 3,985,337	10/12/1976
<u>Amot Controls Corporation</u>	Temperature Detecting Actuator for Bearings	US 3,401,666	9/17/1968
<u>Amot Controls Corporation</u>	Temperature Responsive Safety Control Valve	US 3,189,277	6/15/1965
<u>Amot Controls Corporation</u>	Vibration Responsive Trip Valve Assembly	US 3,109,441	11/5/1963
<u>Hansen Technologies Corp.</u>	Float Switch Assembly for Refrigeration System	US 4,647,740	3/3/1987
<u>Hansen Technologies Corp.</u>	Liquid Level Control System	US 4,809,129	2/28/1989
<u>Hansen Technologies Corp.</u>	Liquid Level Control System for Refrigeration Apparatus	US 4,809,129	2/28/1989
<u>Hansen Technologies Corp.</u>	Liquid Level Control System for Refrigeration Apparatus	Canada 1,316,711	4/27/1993
<u>Hansen Technologies Corp.</u>	Liquid Level Control System for Refrigeration Apparatus	US 5,031,068	7/9/1991
<u>Hansen Technologies Corp.</u>	Modulating Expansion Valve	US 6,244,561	6/12/2001
<u>Hansen Technologies Corp.</u>	Probe for a Capacitance Bridge Liquid Level Control System	UK 2,212,272	11/31/91
<u>Hansen Technologies Corp.</u>	Rupture Disk Assembly	US 6,240,948	6/5/2001
<u>Hansen Technologies Corp.</u>	Sealed Motor Driven Valve	US 6,460,567	10/8/2002

Hansen Technologies Corp.	Valve Handle and Method of Fastening Same to a Valve Stem	US 5,438,730	8/8/1995	
Hansen Technologies Corp.	Valve-Strainer Housings and Assemblies	US 4,550,896	11/5/1985	4-Apr-2004
FTI Flow Technology, Inc.	Gas Flow Rate Measurement Apparatus and Method	US 6,053,054	8/25/2000	
FTI Flow Technology, Inc.	Gas Flow Rate Measurement Apparatus and Method	PCT/US98/20135		
FTI Flow Technology, Inc.	Gas Flow Rate Measurement Apparatus and Method	JP 2000-513112		
FTI Flow Technology, Inc.	Vibrating Tube Mass Flowmeter	US Provisional App (ref. No. 36167.007)	7/24/2003	

Copyright	Title	Year
<u>Cornell Pump Mfg. Corp.</u>	MQHydro Pump Design Software	n/a
<u>Cornell Pump Mfg. Corp.</u>	6NHTA Frame Mounted Pump	n/a
<u>Cornell Pump Mfg. Corp.</u>	Centrifug 5.6	n/a
<u>Cornell Pump Mfg. Corp.</u>	Centrifug 5.7	n/a
<u>Cornell Pump Mfg. Corp.</u>	F18 Frame	n/a