

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ropintasco Holdings, L.P.		03/06/2006	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Roper Holdings, Inc.
Street Address:	300 Delaware Avenue, sUITE 1704
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	2202607	CYCLOSEAL
Registration Number:	2202606	REDI-PRIME
Registration Number:	2480483	MOORING
Registration Number:	927225	CORNELL
Registration Number:	1732699	FMI
Registration Number:	1552633	RATIO:MATIC
Registration Number:	1551700	RATIO:MATIC
Registration Number:	1318969	FMI MICRO -PETTER
Registration Number:	2441209	CERAMPUMP
Registration Number:	2197196	FMI
Registration Number:	642880	PEXTO
Registration Number:	1356248	PROFAB
Registration Number:	1221255	

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Registration Number:	1396559	AIR MISER
Registration Number:	1398133	RECYCLE TRIP
Registration Number:	1943620	RECYCLE TRIP
Registration Number:	1398132	SAFETY ON
Registration Number:	1947736	TOTAL TRAIN CONTROL
Registration Number:	2279008	TRAINVIEW
Registration Number:	1929948	TTC
Registration Number:	1981381	TTC TOTAL TRAIN CONTROL
Registration Number:	2301252	CORNELL
Registration Number:	2731452	
Registration Number:	2137724	AUTOFILTER
Registration Number:	1688542	DIGITALMICROGRAPH
Registration Number:	2299416	DUOPOST
Registration Number:	1717630	HEXRING
Registration Number:	2020742	MULTISCAN
Registration Number:	1721502	PEELS
Registration Number:	2195471	ROPAK
Registration Number:	2158554	ROPER PUMPS
Registration Number:	1975659	PVCAM
Registration Number:	2198209	QUANTIX
Registration Number:	2205455	SENSYS
Registration Number:	1561690	METACHROME
Registration Number:	1919469	IMAGEPOINT
Registration Number:	1721501	WHISPERLOK

CORRESPONDENCE DATA

Fax Number: (404)881-7777
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 4048817000
Email: ipatl@alston.com
Correspondent Name: Meredith W. Struby
Address Line 1: 1201 W. Peachtree Street
Address Line 2: c/o Alston & Bird LLP
Address Line 4: Atlanta, GEORGIA 30309-3424

ATTORNEY DOCKET NUMBER:	019594/203318
NAME OF SUBMITTER:	Meredith W. Struby

Signature:	/Meredith W. Struby/
Date:	03/17/2006
Total Attachments: 7 source=Quitclaim Assignment in favor of Roper Holdings#page1.tif source=Quitclaim Assignment in favor of Roper Holdings#page2.tif source=Quitclaim Assignment in favor of Roper Holdings#page3.tif source=Quitclaim Assignment in favor of Roper Holdings#page4.tif source=Quitclaim Assignment in favor of Roper Holdings#page5.tif source=Quitclaim Assignment in favor of Roper Holdings#page6.tif source=Quitclaim Assignment in favor of Roper Holdings#page7.tif	

QUITCLAIM ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS QUITCLAIM ASSIGNMENT OF INTELLECTUAL PROPERTY ("Quitclaim Assignment") is effective as of *March 6*, 2006, by and between Ropintasco Holdings, L.P., a Delaware limited partnership ("Quitclaim Assignor") and Roper Holdings, Inc., a Delaware corporation ("Quitclaim Assignee").

WHEREAS, Quitclaim Assignee and Quitclaim Assignor are parties to an agreement entitled "Assignment of Intellectual Property" ("Original Assignment") dated November 28, 2003 and recorded with the United States Patent and Trademark Office on Reel 014805 and Frame 0957 and Reel 2887 and Frame 0591 on December 23, 2003;

WHEREAS the Original Assignment was an ineffectual assignment of certain Intellectual Property identified in Schedule A from Quitclaim Assignee to Quitclaim Assignor;

WHEREAS, Quitclaim Assignee and Quitclaim Assignor desire to clarify and resolve that as between Quitclaim Assignee and Quitclaim Assignor, Quitclaim Assignee is the current and undisputed owner of the Intellectual Property listed in the Original Assignment;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1 For purposes of this Quitclaim Assignment, "Intellectual Property" 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. Quitclaim Assignor hereby assigns, transfers and conveys to Quitclaim Assignee all of Quitclaim Assignor's rights, title and interest, if any, in and to the Intellectual Property of Quitclaim Assignor, the goodwill of the business symbolized thereby, all rights of priority and rights therein provided by international conventions and treaties, and the right to sue and pursue and recover damages and any other available remedies for past, present and future infringement thereof. As to the patents assigned pursuant to this Section 2, the

same shall be held and enjoyed by Quitclaim Assignee, its successors, and assigns to the full end of the terms for which such patents, and any patents issuing from such application(s) for patent, are granted, plus any extensions thereof, as fully and entirely as the same would have been held and enjoyed by Quitclaim Assignor had this sale, assignment and transfer not been made.

3. Quitclaim Assignor agrees to execute all documents necessary to perfect such rights, title, and interest in Quitclaim Assignee, its successors, assigns, and legal representatives.
4. This Quitclaim 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 Quitclaim Assignment to be executed, all as of the day and year first above written.

Ropintasco Holdings, L.P.

By: Compressor Controls Corporation,
an Iowa Corporation and
its General Partner

By: Paul J. Soni
Name: Paul J. Soni
Title: Vice President
Title: _____

STATE OF Georgia
COUNTY OF Winnet

On this 6 day of March 2006 before me, a Notary Public in and for the State and County aforesaid, personally appeared Paul J. Soni, known by me to be the person above named and an officer of Ropintasco Holdings, L.P., duly authorized to execute this Quitclaim Assignment of Intellectual Property on behalf of Ropintasco Holdings, L.P., who signed and executed the foregoing instrument on behalf of Ropintasco Holdings, L.P.



Susan K. Boutelle
Notary Public
My Commission Expires: June 14, 2009

ACKNOWLEDGED AND ACCEPTED:

ROPER HOLDINGS, INC.

By: Roper Holdings, Inc.

By: Paul J. Sorn
Name: Paul J. Sorn
Title: Vice President

Schedule A

Trademarks

Mark	Serial/ Registration Number	Filing/ Registration Date
CYCLOSEAL	US 2,202,607	10-Nov-1998
REDI-PRIME	US 2,202,606	10-Nov-1998
MOORING	US 2,480,483	21-Aug-2001
CORNELL	US 927,225	18-Jan-1972
ROPER	US 1,272,427	3-Apr-1984
FMI	US 1,732,699	17-Nov-1992
RATIO:MATIC (Stylized)	US 1,552,633	22-Aug-1989
RATIO:MATIC	US 1,551,700	15-Aug-1989
FMI MICRO <PI>-PETTER	US 1,318,969	12-Feb-1985
CERAMPUMP	US 2,441,209	3-Apr-2001
FMI	US 2,197,196	20-Oct-1998
PEXTO	US 642,880	19-Mar-1957
PROFAB	US 1,356,248	27-Aug-1985
RW	US 1,292,652	4-Sep-1984
(Design)	US 1,221,255	21-Dec-1982
AIR MISER	US 1,396,559	10-Jun-1986
RECYCLE TRIP	US 1,398,133	17-Jun-1986
RECYCLE TRIP	US 1,943,620	26-Dec-1995
SAFETY ON	US 1,398,132	17-Jun-1986

Trademarks

Mark	Serial/ Registration Number	Filing/ Registration Date
TOTAL TRAIN CONTROL	US 1,947,736	9-Jan-1996
TRAINVIEW	US 2,279,008	21-Sep-1999
TTC	US 1,929,948	24-Oct-1995
TTC TOTAL TRAIN CONTROL (and design)	US 1,981,381	18-Jun-1996
WOIS	US 2,279,007	21-Sep-1999
CORNELL (logo design)	US 2,301,252	21-Dec-1999
Food Pump Product Configuration (volute design)	US 2,731,452	1-Jul-2003
AUTOFILTER	US 2,137,724	17-Feb-1998
BIOFILTER	US 2,092,018	26-Aug-1997
DIGITALMICROGRAPH	US 1,688,542	19-May-1992
DUOPOST	US 2,299,416	14-Dec-1999
HEXRING	US 1,717,630	22-Sep-1992
MULTISCAN	US 2,020,742	3-Dec-1996
PEELS	US 1,721,502	6-Oct-1992
WHISPERLOK	US 1,721,501	6-Oct-1992
ROPAK	US 2,195,471	13-Oct-1998
SPRINT	US 1,338,818	4-Jun-1985
ROPER PUMPS (with design)	US 2,158,554	19-May-1998
PVCAM	US 1,975,659	28-May-1996
PXL	US 1,840,134	14-Jun-1994
QUANTIX	US 2,198,209	20-Oct-1998
SENSYS	US 2,205,455	24-Nov-1998
METACHROME	US 1,561,690	24-Oct-1989
MAPS	US 1,991,855	6-Aug-1996
IMAGEPOINT	US 1,919,469	19-Sep-1995
ROPER	US 2,138,384	24-Feb-1998