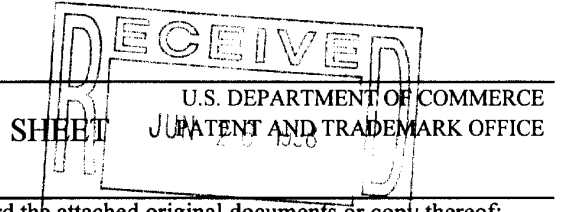


07-08-1998



100756756



6-26-98

To the Honorable Commissioner of Patents and Trademarks

and the attached original documents or copy thereof:

1. Name of conveying party(ies):  
 Kurt Seitz, Horst Adams and Markus Hasler

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

3. Nature of Conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other: \_\_\_\_\_

Execution Date: June 3, 1998

2. Name and address of receiving party(ies):

Name: **Wagner International AG**

Internal Address:

Street Address: **Industriestrasse 22**

City: **Alstatten 9450**

State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

4. Application number(s) or patent number(s):  
 If this document is being filed together with a new application, the execution date of the application is: n/a

A. Patent Application No.(s):  
09/045,064

B. Patent No.(s):  
 \_\_\_\_\_

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Albert C. Smith, Esq.  
 Internal Address: Fenwick & West LLP  
 Street Address: Two Palo Alto Square  
 City: Palo Alto State: CA Zip Code: 94306

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41): \$40.00  
 Enclosed  
 Fee Transmittal Enclosed

8. Deposit Account No.: 19-2555

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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.*

Albert C. Smith, Reg. No. 20,355  
 Attorney, Reg. No.

*Albert C. Smith*  
 Signature

June 22, 1998  
 Date

Total number of pages including cover sheet, attachments, documents: [6]

Mail documents to be recorded with required cover sheet information to:  
Box Assignment, Commissioner For Patents and Trademarks  
Washington, D.C. 20231

Case Docket No.: 3320

**ASSIGNMENT**

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to Wagner International AG, a Switerland corporation, having a place of business at Industriestrasse 22, Alstatten 9450] ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the application for United States Letters Patent entitled: **A Fluid Flow Rate Measuring and Controlling Device and Method** ("APPLICATION"), which:

is to be filed herewith

was filed on March 19, 1998, now bearing U.S. serial number 09/045,064

and for which a Declaration was executed by INVENTOR on the date(s) below; and

2. The entire worldwide right, title, and interest in and to:

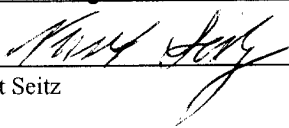


(a) the APPLICATION, including any right of priority; (b) any divisional, continuation, substitute, renewal, reissue, and other related applications thereto which have been or may be filed in the United States or elsewhere in the world; and (c) any patents which may be granted on the applications set forth in (a) and (b) above.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has made or will make hereafter no assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

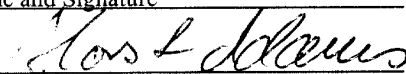
This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

| <u>Name and Signature</u>  | <u>Date of Signature</u> | <u>Date Declaration Executed By This Person</u>   |
|--|--------------------------|---|
| <u></u><br>Kurt Seitz | <u>3. 6. 1998</u>        | <u>3. 6. 1998</u>   |
|  |                          | Witness: <u></u><br>M. Streule-Hofer |
|  |                          | Witness: <u></u><br>B. Untersee      |

Title of Document: ASSIGNMENT



Re:  
Title: A Fluid Flow Rate  
Measuring and  
Controlling Device and  
Method  
Filed: March 19, 1998  
Serial No.: 09/045,064)


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Name and Signature  
  
Horst Adams

Date of  
Signature  
3.6 .1998

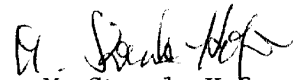
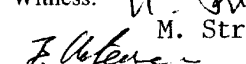
Date Declaration  
Executed By This Person  
3.6 .1998

Witness:   
M. Streule-Hofer  
  
Witness: B. Untersee

Name and Signature  
  
Markus Hasler

Date of  
Signature  
3.6 .1998

Date Declaration  
Executed By This Person  
3.6 .1998

Witness:   
M. Streule-Hofer  
  
Witness: B. Untersee