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272/623

ASSIGNMENT

WHEREAS WE, MARTIN STEVENS, a UK citizen of 113 Leckhampton Road, Cheltenham, Gloucestershire GL53 0DQ, England and GERALD PETER WHITE, a UK citizen of 11 The Withers, Bishops Cleeve, Cheltenham, Gloucestershire GL52 4WE, England are the inventors of certain new and useful improvements in an invention Fluid-Gauging Systems for which an application is about to be made for Letters Patent of the United States on an application executed on even date herewith;

AND WHEREAS SMITHS INDUSTRIES PUBLIC LIMITED COMPANY, a company organized under the laws of Great Britain, located and doing business at 765 Finchley Road, London, NW11 8DS, England (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring an interest in said invention and in and to any Letters Patent that may be granted therefor in the United States and its territorial possessions, and in any and all reissues, divisions, continuations, substitutions and renewals thereof;

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged we MARTIN STEVENS and GERALD PETER WHITE, by these presents do sell, assign and transfer unto said ASSIGNEE, the full and exclusive right, title and interest in and to said invention in the United States and its territorial possessions and the entire right, title and interest in and to any and all Letters Patent that may be granted therefor in the United States and its territorial possessions, and in and to any and all divisions, reissues, continuations, substitutions, renewals and extensions thereof, and all rights of priority resulting from the filing of said U.S. application.

We hereby authorize and request the Patent Trademark Office officials in the United States and its territorial possessions to issue any and all of said Letters Patent, when granted, to said ASSIGNEE as the assignee of our entire right, title and interest in and to the same, for the sole use and behoof of the said ASSIGNEE, its successors and assigns, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by us had this assignment and sale not been made.

FURTHER, we agree that we will communicate to said ASSIGNEE or its representatives any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, substitute, renewal and reissue applications, execute all necessary assignment papers to cause any and all of said Letters Patent to be issued to said ASSIGNEE, make all rightful oaths, and generally do everything possible to aid said ASSIGNEE, its successors, and assigns, to obtain and enforce proper protection for said invention in the United States and its territorial possessions.

IN TESTIMONY WHEREOF, we hereunto set our hands as follows:

Date Jary 13, 1999

Date Jary 13, 1999

Allet