

06-22-2000

FORM PTO-1595
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

U.S. Department of Commerce
Patent And Trademark Office



101386879

To the Honorable Commissioner of Patents

attached original document or copy thereof.

1. Name of conveying party(ies):

Bryan R. Lundbeck
Dale B. Henningson

Additional name(s) of conveying party(ies) attached?

Yes No

*WRD
6.2.00*

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: May 24, 2000

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

Name: Auto Meter Products, Inc.

Internal Address: _____

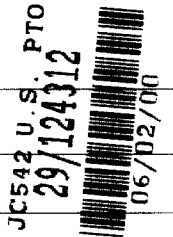
Street Address: 413 West Elm Street

City: _____ Sycamore

State: IL Zip: 60178

Additional name(s) & address(es) attached?

Yes No



4. Application number(s) or registration number(s): Attorney Docket No.: 47175-00035

If this document is being filed together with a new application, the execution date of the application is June 2, 2000

A. Patent Application No.(s) 29 124312

B. Patent No.(s) _____

Additional numbers attached? Yes No

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

Name: Stephen G. Rudisill

Internal Address: Jenkins & Gilchrist
1445 Ross Avenue - Suite 3200

City: Dallas State: TX Zip: 75202-2799

6. Total number of applications and patents involved 1

7. Total fee (37 C.F.R. 3.41) \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 10-0447/47175-00035

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

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(40.00 DP)

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.

Stephen G. Rudisill
Name of Person Signing

Stephen G. Rudisill
Signature

June 2, 2000
Date

Total number of pages including cover sheet, attachments and document: 4

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned, do/does hereby:

SELL, ASSIGN AND TRANSFER to AUTO METER PRODUCTS, INC. ("the Assignee") a corporation of Illinois, having a place of business at 413 West Elm Street, Sycamore, Illinois 60178, the entire right, title and interest for the United States and all foreign countries in and to any and all improvements which are disclosed in the application for United States Letters Patent, which has been executed by the undersigned concurrently herewith and is entitled HANDHELD BATTERY TESTER, such application and all provisional, divisional, continuing, substitute, renewal, reissue and all other applications for patent which have been or shall be filed in the United States and all foreign countries on any of such improvements; all original and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application and/or provisional application in the United States;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to the Assignee;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

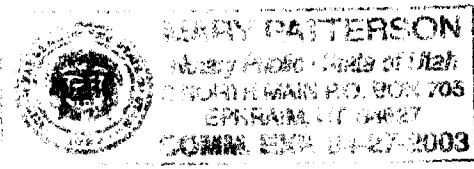
COVENANT, when requested and at the expense of the Assignee, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all provisional, divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all such improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to the Assignee all facts known to the undersigned relating to such improvements and the history thereof; and generally do everything possible which the Assignee shall consider desirable for vesting title to such improvements in the Assignee, and for securing, maintaining and enforcing proper patent protection for such improvements;

TO BE BINDING on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignee.

(Signature) Bryan R. Lundbeck Date 5/24/2K
Name: Bryan R. Lundbeck

STATE OF Utah)
) ss.
COUNTY OF Sanpete)

BEFORE ME, the undersigned authority, on this 24 day of May, 2000, personally appeared Bryan R. Lundbeck known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.

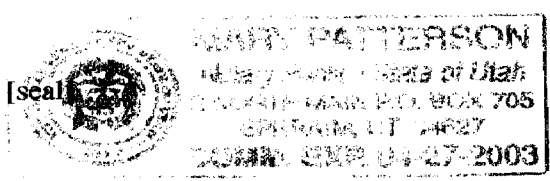


Mary Patterson
Notary Public
My Commission Expires: 4-27-03

(Signature) Dale B. Henningson Date 05/24/00
Name: Dale B. Henningson

STATE OF Utah)
COUNTY OF Sangre) ss.

BEFORE ME, the undersigned authority, on this 24 day of May, 2000, personally appeared Dale B. Henningson known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.



Mary Patterson
Notary Public
My Commission Expires: 4-27-03