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COVER SHEET

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

PATENTS ONLY

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Bently Nevada Corporation

6-25-02

2. Name and address of receiving party(ies)

Name: BN Corporation, LLC

Internal Address: 1631 Bently Parkway South

Minden, Nevada 89423

Street Address: 1631 Bently Parkway South

City: Minden State: NV Zip: 89423

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

3. Nature of conveyance:

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

Execution Date: 4/30/02

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:

A. Patent Application No.(s) 09/970,208

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Dennis A. DeBoo

Internal Address: DeBoo & Company

400 Capitol Mall, Suite 900

Sacramento, California 95814

Street Address: 400 Capitol Mall, Suite 900

City: Sacramento State: CA Zip: 95814

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

50-0939

DO NOT USE THIS SPACE

9. Signature.

Dennis A. DeBoo

Name of Person Signing

Signature of Dennis A. DeBoo

June 25, 2002

Date

Total number of pages including cover sheet, attachments, and documents: 13

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40.00 DP

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

PATENT REEL: 013033 FRAME: 0080

# U.S. PATENT APPLICATION ASSIGNMENT

This U.S. Patent Application Assignment (this "Assignment") is made as of January 24, 2002 by Bently Nevada Corporation, a Nevada corporation ("Assignor"), to BN Corporation, LLC, a Delaware limited liability company ("Assignee").

## RECITALS

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to certain patent applications, one of which is US Serial Number 09/970,208, entitled "Multi-Coil Proximity Probe System: Apparatus and Method", filed October 2, 2001 (the "**Patent Application**"). All right, title and interest in and to the Patent Application was assigned to Assignor by the inventors, said assignment recorded in the United States Patent and Trademark Office on October 2, 2001, at Reel 012231, Frame 0763.

WHEREAS, Assignee desires to acquire from Assignor all of Assignor's right, title and interest in and to certain patent applications, one of which is US Serial Number 09/970,208, entitled "Multi-Coil Proximity Probe System: Apparatus and Method", filed October 2, 2001 (the "Patent Application").

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, other good and valuable considerations, and the covenants and agreements in this Assignment, the receipt of all of which is hereby acknowledged, Assignor agrees as follows:

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Patent Application, including any divisions, continuations or reissues thereof, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all income and royalties now or hereafter due or payable with respect to the Patent Application and any and all claims, damages, losses, liabilities and expenses (including reasonable expenses of investigation and reasonable attorneys' fees and expenses in connection with any action, suit or proceeding) ("Damages") by reason of past infringements of the Patent Application, along with the right to sue for and collect such Damages for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office to record Assignee as the assignee of all of Assignor's right, title and interest in and to the Patent Application in accordance with the terms of this instrument.

3. Assignor agrees to assist Assignee in every legal way to evidence, record and perfect the assignment of the Patent Application described in the Recitals above and to apply for

and obtain recordation of, and from time to time enforce, maintain and defend, the Patent Application.

4. This Assignment is made and entered into pursuant to a Purchase Agreement and is subject to the terms and conditions thereof. Assignor makes no representations or warranties regarding this Assignment (or the subject matter hereof) other than as set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the Purchase Agreement and this Assignment, the Purchase Agreement shall control.

5. The effective date of this Assignment is 24 January 2002.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date first written below.

April 30, 2002

BENTLY NEVADA CORPORATION:

By: [Signature]  
Name: Tara A. Plimpton  
Title: Corporate Counsel

**Acknowledgment by Notary Public**

State of Nevada  
County of Douglas

On this 30<sup>th</sup> day of April, 2002, before me, the undersigned Notary Public, personally appeared Tara A. Plimpton, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Seal: Signature: [Signature]

Name: EVELYN FINCH, Notary Public



**CERTIFIED COPY OF CORPORATE RESOLUTIONS**

STATE OF NEVADA        )  
                                  )ss:  
COUNTY OF DOUGLAS    )

COMES NOW, WILLIAM JAC SHAW, and certifies as follows:

1.     That he is the duly elected Secretary of Bently Nevada Corporation, a Nevada corporation, in good standing.
  
2.     That he was the Secretary at the date of the meeting at which the following resolution was adopted, and remains so as of the date of this certificate.
  
3.     That the following resolution was passed unanimously by the Board of Directors of Bently Nevada Corporation, at its meeting held on 23 April 1999.

WHEREAS, it is in the best interest of BENTLY NEVADA CORPORATION, to assure timely execution of commercial documents; and

WHEREAS, Tara A. Plimpton is Corporate Counsel for Bently Nevada Corporation, and duly qualified to so act;

NOW, THEREFORE, BE IT RESOLVED that Tara A. Plimpton is authorized to execute documents on behalf of BENTLY NEVADA CORPORATION, and bind the corporation by the terms thereof, in all matters relating to patent applications and related intellectual property matters, as well as sales contracts and proposals relating to the principal business of the Corporation and,

BE IT FURTHER RESOLVED that Tara A. Plimpton is authorized to execute documents on behalf of BENTLY NEVADA CORPORATION, and bind the corporation by the terms thereof, in all matters relating to the establishment of subsidiary, branch, liaison and representative offices in all states and countries within and outside of the United States of America.

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BE IT FURTHER RESOLVED that this resolution shall be continuing, and shall remain in full force and effect unless or until amended or repealed by resolution of the Board of Directors.

This resolution is so certified this 2 day of June, 1999.

  
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WILLIAM JAC SHAW, Secretary

SUBSCRIBED and SWORN (or affirmed) before me

This 2<sup>nd</sup> day of June, 1999.

  
\_\_\_\_\_  
NOTARY PUBLIC

