U.S. DEPARTMENT OF COMMERCE Form **PTO-1595** U.S. Patent and Trademark Office (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) 102333482 To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof 1. Name of conveying party(ies): Name and address of receiving party(ies) Fisher Controls International LLC, Timothy R. Rebik a Delaware Limited Liability Company - 7-03 Internal Address: Street Address: Additional name(s) of conveying party(ies) K-Annex x No attached? 8100 West Florissant Avenue 3. Nature of Conveyance: x Assignment Merger Change of Name Security Agreement City: St. Louis Other Missouri Zip: 63136 State: Additional name(s) & Yes хI No December 19, 2002 **Execution Date:** address(es) attached: 4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the new application is: B. Patent No.(s): A. Patent Application No.(s): 09/982,760 Additional numbers attached? Yes 6. Total number of applications and 5. Name and address of party to whom correspondence patents involved: concerning document should be mailed: Name: David C. Read Total fee (37 CFR 3.41) 40.00 MARSHALL, GERSTEIN & BORUN Internal Address: Atty. Dkt.: 06005/37291 х Enclosed Authorized to be charged to deposit account Street Address: 233 S. Wacker Drive, Suite 6300 Authorized to be charged to credit card Sears Tower (Form 2038 enclosed) 8. Deposit account number: State: Zip: City: 13-2855 60606-6357 Chicago (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE Statement and signature. To the best of my knowledge and belief, the foregoing information is trye and/correct and/any attached copy is a true copy of the original document. David C. Read Reg. No.: 39,8/11 Total number of pages including cover sheet, attachments, and documents: 00000170 09982760 40.00 OP

01/09/2003 DBYRNE

01 FC:8021

Atty. Docket No.: 06005/37291

ASSIGNMENT

Serial No:

09/982,760

Filed:

October 18, 2001

Title:

Steam Trap Instrument Module

For Five and No 100ths Dollars (\$5.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby assigns to, Fisher Controls International LLC, a Delaware Limited Liability Company, K - Annex, 8100 West Florissant Avenue, St. Louis, Missouri 63136, (hereinafter "assignee"), its successors and assigns, the entire right, title and interest in the invention or improvements of the undersigned disclosed in an application for Letters Patent of the United States, executed by the undersigned on April 17, 2002, and in said application and any and all other applications, both United States and foreign, which the undersigned may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States and foreign countries, which may be obtained on any of said applications, and in any reissue or extension thereof.

The undersigned hereby authorizes and requests the Commissioner of Patents and Trademarks to issue said Letters Patent to said assignee.

The undersigned hereby authorizes and requests the attorneys of record in said application to insert in this assignment the execution date and/or filing date and serial number of said application when officially known.

The undersigned warrants himself to be the owner of the interest herein assigned and to have the right to make this assignment and further warrants that there are no outstanding prior assignments, licenses, or other rights in the interest herein assigned.

For said consideration the undersigned hereby agrees, upon the request and at the expense of said assignee, its successors and assigns, to execute any and all divisional, continuation, continuation-in-part and substitute applications for said invention or improvements, and any necessary oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application, and any and all applications and other documents for Letters Patent in foreign countries on said invention or improvements, that said assignee, its successors or assigns, may deem necessary or expedient, and for said consideration the undersigned further agrees upon the request of said assignee, its successors or assigns, in the event of any application or Letters Patent assigned herein becoming involved in Interference, to cooperate to the best of the ability of the undersigned with said assignee, its successors or assigns, in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, the undersigned hereby agreeing to perform, upon request, any and all affirmative acts to obtain said Letters Patent, both United States and foreign, and vest all rights therein hereby conveyed in said assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by 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 and enjoyed by the undersigned if this assignment and sale had not been made.

RECORDED: 01/07/2003

WITNESS my hand this 19th day of DECENBER, 2002.
Timothy R. Rebik
State of County of Marshall SS
On this 19th day of Westernber, 2002 before me, a Notary Public in and for the County and State aforesaid, appeared Timothy R. Rebik, to me personally known to be the same person whose name subscribed to the foregoing instrument, and acknowledged that he executed said instrument as his free and voluntary act and for the uses and purposes therein expressed.
WITNESS my hand and seal the same day and year last above given. My Commission Expires: 9/24/05 Cancel Commission Expires: 9/24/05 Notary Public Cancel Commission Expires Notary Public Cancel Commission Expires Notary Public Cancel Commission Expires Notary Public Notary Public Cancel Commission Notary Public Notary Public