

03-05-2003

102381088 PATENTS ONL U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

, since 102 (104)					
To the Honorable Commissioner of Patents and Trademarks: P					
Name of conveying party(ies):	Name and address of receiving party(ies)				
James E. Gallagher	Name: Savant Measurement Corporation				
	Internal Address:				
Additional name(s) of conveying party(les) Yes X No attached?	Street Address: 3427 Rivers Edge Trail P.O. Box 6387				
3. Nature of Conveyance:					
x Assignment Merger					
Security Agreement Change of Name	City: Houston State: Texas Zip: 77339				
Other					
Execution Date: February 17, 2003	Additional name(s) & Yes X No address(es) attached:				
Application number(s) or patent number(s):					
If this document is being filed together with a new application, the ex A. Patent Application No.(s):	ecution date of the new application is: B. Patent No.(s): 6,494,105				
Additional numbers attach	ed? Yes X No				
Name and address of party to whom correspondence concerning document should be mailed:	Total number of applications and patents involved:				
Name: Marc L. Delflache FULBRIGHT & JAWORSKI L.L.P.	7. Total fee (37 CFR 3.41) \$40.00				
Internal Address: Atty. Dkt.: HO-P01752US0	x Enclosed				
Street Address:	Authorized to be charged to deposit account				
1301 McKinney, Suite 5100	Authorized to be charged to credit card (Form 2038 enclosed)				
	8. Deposit account number:				
City: State: Zip:	06-2375				
Houston TX 77010-3095	(Attach duplicate copy of this page if paying by deposit account)				
DO NOT USE	THIS SPACE				
9. Statement and signature.					
To the best of my knowledge and belief, the foregoing info is a true copy of the original document.	ormation is true and correct and any attached copy				
Alberto Q. Amatong, Jr. Name of Person Signing					
Total number of pages including cover sheet, attact	nments, and documents:5				
Recordation For 1 hereby certify that this correspondence is being deposited with the t	rm Cover Sheet				
an envelope addressed to: Commissioner for Patents, Washington, I	10. 20231, on the date shown below. (Beth J. Cobb)				
Dated: 426/03 Signature: XXXX	(Duito. Gobb)				
25264954.1 NUSCLER 00000163 6494105					

ASSIGNMENT BY INVENTOR

WHEREAS, I, James E. Gallagher, a citizen of the United States of America, residing

at 1514 Scenic Shore Drive, Kingwood, Texas 77345, (hereinafter "the Assignor"), is the inventor

and owner of a certain new and useful invention(s) and improvement(s) entitled "METHOD FOR

DETERMINING FLOW VELOCITY IN A CHANNEL" (hereinafter "Invention"), as set forth in

United States Patent No. 6,494,105, filed May 7, 1999, and issued on December 17, 2002; and

WHEREAS, Savant Measurement Corporation, a corporation duly organized under

and pursuant to the laws of Texas having its principal place of business at 3427 Rivers Edge Trail,

Kingwood, Texas 77339 (hereinafter "the Assignee"), is desirous of acquiring the entire right, title

and interest in and to said Invention and said United States Patent in and to any Application for

Letters of Patent of the United States filed on said Invention, in and to any United States or

corresponding foreign application claiming the benefit of the filing date of said United States

Patent, and in and to any Letters Patent of the United States and all foreign countries to be obtained

therefor and thereon.

NOW, THEREFORE, Assignor, for and in consideration of One Dollar (\$1.00) cash in

hand paid to them and for other good and valuable consideration, the receipt and sufficiency of

which is hereby acknowledged, does hereby SELL, ASSIGN and CONVEY unto Assignee all right,

title, and interest throughout the world in and to:

1. Said Invention and improvements in "METHOD FOR DETERMINING FLOW

VELOCITY IN A CHANNEL;"

2. United States of America Patent No. 6,494,105, filed May 7, 1999, and issued

December 17, 2002;

25257161.1

- 3. All applications for patent or like protection on said Invention that have now been or may in the future be made by Assignor or his legal representatives, whether in the United States of America or any other country or place anywhere in the world;
- 4. All patents and like protection that have now been or may in the future be granted on said Invention to Assignor or his legal representatives, whether in the United States of America or in any other country or place anywhere in the world;
- 5. All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extensions, and the like of said applications and patents and like grants, including without limitation, those obtained or permissible under past, present and future law or statutes;
- 6. All rights of action on account of past, present and future unauthorized use of said Invention and for infringement of said patents and like protection;
- 7. The right to Assignee to file in its name applications for patents and like protection for said Invention in any country or countries foreign to the United States; and
- 8. All international rights or priority associated with said Invention, applications, patents and like protection.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owners of the entire right, title and interest in and to said Inventions and application for Letters Patent abovementioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the

REEL: 013791 FRAME: 0901

procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said Invention, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said Invention, or said Provisional application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignor hereby requests the Commissioner of Patent and Trademarks to issue any said Letters Patent of the United States to Assignee, as Assignee of said Invention and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

FULBRIGHT & JAWORSKI L.L.P.

Alberto Q. Amatong, Jr.	41,580	Paul E. Krieger	25,886	John E. Schneider	31,998
Ronald G. Bliss	28,691	Michael S. McCoy	46,913	Jan K. Simpson	33,283
Gino Catena	45,546	John M. Mings	35,955	Melissa L. Sistrunk	45,579
Paul L. DeVerter, II	19,747	Thomas D. Paul	32,714	Edward D. Steakley	47,964
Marc L. Delflache	28,942	Jayne C. Piana	48,424	William A. Stout	18,773
David L. Fox	40,612	Doak C. Procter, IV	48,705	Charles B. Walker, Jr.	43,231
Eric B. Hall	46,751	James W. Repass	30,487	Richard S. Zembek	43,306

United States of America

State of Texas

County of Harris

On this /7 day of Feb , 2003 , before me personally came James E. Gallagher , to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

at the time the invention was made.

RECORDED: 02/26/2003

AND Assignor acknowledges an obligation of assignment of this Invention to Assignee