


Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Barton Instrument Systems L.L.C. Barton Instrument Systems Ltd. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>NuFlo Technologies, LP</u> Internal Address: _____ _____ Street Address: <u>16538 Air Center Boulevard</u> _____ City: <u>Houston</u> State: <u>TX</u> Zip: <u>77032</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>06/20/2003</u>					
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) _____ B. Patent No.(s) <u>4,636,792;</u> <u>4,624,745</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Steven R. Borgman</u> Internal Address: <u>Vinson & Elkins L.L.P.</u> <u>2300 First City Tower</u> _____ Street Address: <u>1001 Fannin Street</u> _____ City: <u>Houston</u> State: <u>TX</u> Zip: <u>77002-6760</u>			6. Total number of applications and patents involved: <u>2</u> 7. Total fee (37 CFR 3.41).....\$ <u>80.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>22-0365; Atten: SCF300/4-16/4-19</u>		
DO NOT USE THIS SPACE					
9. Signature. <u>Steven R. Borgman</u> <u></u> <u>7/25/03</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and documents: <u>7</u>					

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$80.00 220365 4636792

EXECUTION COPY

**GENERAL CONVEYANCE, ASSIGNMENT, BILL OF SALE
AND ASSUMPTION AGREEMENT**

THIS GENERAL CONVEYANCE, ASSIGNMENT, BILL OF SALE and ASSUMPTION AGREEMENT (this "*Agreement*"), is entered into as of June 20, 2003 among Barton Instrument Systems, L.L.C., a Delaware limited liability company ("*Barton US*"), Barton Instrument Systems Ltd., an Ontario corporation ("*Barton Canada*" and together with Barton US, "*Sellers*"), NuFlo Technologies, LP, a Delaware limited partnership ("*Buyer*"), NuFlo Technologies Sales Company, a Delaware corporation ("*NuFlo Sales Company*") and NuFlo Technologies Canada Ltd., an Alberta corporation ("*NuFlo Canada*").

WITNESSETH:

WHEREAS, Sellers, NuFlo Technologies, Inc., a Delaware corporation, and NuFlo Canada have entered into a Purchase and Sale Agreement dated as of June 20, 2003 (the "*Purchase and Sale Agreement*"), providing, among other things, for the sale by Sellers to NuFlo Technologies, Inc. and NuFlo Canada of the Purchased Assets;

WHEREAS, NuFlo Technologies, Inc. has assigned its rights and obligations to purchase the Purchased Assets not located in Canada to Buyer;

WHEREAS, pursuant to Sections 2.1 and 2.4 of the Purchase and Sale Agreement, Buyer designates NuFlo Sales Company as Buyer's nominee to accept certain of the Purchased Assets and to assume certain of the Assumed Obligations related to such Purchased Assets;

WHEREAS, NuFlo Sales Company is a direct wholly owned subsidiary of NuFlo Technologies, Inc.;

WHEREAS, pursuant to the Purchase and Sale Agreement, Sellers, Buyer, NuFlo Canada and NuFlo Sales Company are required to execute and deliver this Agreement in connection with the consummation of the transactions contemplated by the Purchase and Sale Agreement;

WHEREAS, pursuant to the Purchase and Sale Agreement, Sellers have agreed to sell, transfer, assign, convey and deliver, or cause to be sold, transferred, assigned, conveyed and delivered, to Buyer, NuFlo Canada or NuFlo Sales Company the Purchased Assets;

WHEREAS, pursuant to the Purchase and Sale Agreement, Buyer and NuFlo Canada have agreed that Buyer, NuFlo Canada or NuFlo Sales Company will assume the Assumed Obligations; and

WHEREAS, any capitalized term used but not defined in this Agreement shall have the meaning ascribed to such term in the Purchase and Sale Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Conveyance and Assumption of Assets.

- a. Sellers hereby grant, convey, assign, transfer, bargain and deliver unto NuFlo Sales Company and its successors and assigns all of the Scheduled Inventory located in the United States in locations other than Texas and Oklahoma.
- b. Sellers hereby grant, convey, assign, transfer, bargain and deliver unto Buyer and its successors and assigns the Purchased Assets located in the United States not covered by clause (a) above.
- c. Sellers hereby grant, convey, assign, transfer, bargain and deliver unto NuFlo Canada all of the Purchased Assets located in Canada.
- d. Sellers hereby grant, convey, assign, transfer, bargain and deliver unto NuFlo Sales Company all of the Purchased Assets not covered in clause (a), (b) or (c) above.
- e. Notwithstanding the foregoing, any of the Purchased Assets constituting intangible property requiring consent to consummate the transfer and assignment contemplated by this Agreement that has not been obtained as of the date hereof shall not be transferred or assigned upon delivery of this Agreement, but rather shall be deemed to have been automatically transferred or assigned pursuant to this Agreement when such consent has been obtained.

TO HAVE AND TO HOLD the Purchased Assets unto Buyer, NuFlo Canada and NuFlo Sales Company and their successors and assigns forever as set forth in clauses (a) – (e) above, together with all and singular the rights and appurtenances belonging or pertaining thereto; and each Seller hereby binds itself and its successors and assigns to warrant and forever defend all and singular the title to the Purchased Assets unto Buyer, NuFlo Canada and NuFlo Sales Company and their successors and assigns as set forth in clauses (a) – (e) above against every Person whomever lawfully claiming or to claim such Purchased Assets or any part thereof.

2. Subsequent Actions. Sellers hereby covenant to and with Buyer, NuFlo Canada and NuFlo Sales Company and their successors and assigns, to execute and deliver to Buyer, NuFlo Canada and NuFlo Sales Company and their successors and assigns, all such other and future instruments of conveyance, assignment and transfer, and all such notices, releases and other documents, that are reasonably necessary to more fully and specifically convey, assign, and transfer to and vest in Buyer, NuFlo Canada and NuFlo Sales Company and their successors and assigns as set forth in clauses (a) – (e) in Paragraph 1 of this Agreement, the title of Sellers in and to all and singular the Purchased Assets hereby conveyed, assigned, and transferred, or intended to be conveyed, assigned or transferred. To the extent that, with respect to any of the Purchased Assets, no assignment document other than this Agreement is executed, the parties intend for this Agreement to constitute the conveyance, transfer and assignment of such Purchased Assets.

3. Assumption of Assumed Liabilities. Buyer, NuFlo Sales Company and NuFlo Canada each hereby assumes and agrees to pay, perform and discharge promptly and in full

when due all of the Assumed Obligations related to the Purchased Assets granted, conveyed, assigned, transferred, bargained and delivered to it.

4. Governing Law. This Agreement shall be construed and interpreted and the rights of the parties governed by the internal laws of the State of Texas, without regard to any principles of conflicts of law thereof that would result in the application of the laws of any other jurisdiction.

5. Conflict and Inconsistency; No Merger. To the extent any conflict or inconsistency exists between the provisions of this Agreement and the Purchase and Sale Agreement, the provisions of the Purchase and Sale Agreement shall be controlling. The terms and provisions of the Purchase and Sale Agreement (including, without limitation, the representations, warranties and covenants therein) shall not merge with, be extinguished or otherwise affected by the delivery and execution of this Agreement or any other document delivered pursuant to Paragraph 2 of this Agreement.

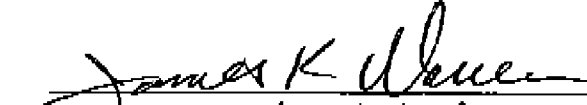
6. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

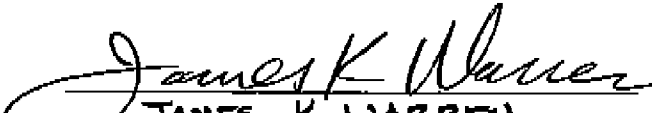
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

SELLERS:

BARTON INSTRUMENT SYSTEMS, L.L.C.

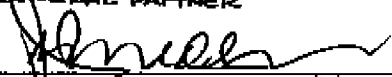
By: 
Name: JAMES K. WARREN
Title: MANAGING DIRECTOR

BARTON INSTRUMENT SYSTEMS, LTD.

By: 
Name: JAMES K. WARREN
Title: VICE PRESIDENT + SECRETARY


BUYER:

NUFLO TECHNOLOGIES, LP.
By: NUFLO GP HOLDINGS, INC.
AS GENERAL PARTNER

By: 
Name: JOHN GEDDES
Title: PRESIDENT


NUFLO CANADA:

NUFLO TECHNOLOGIES CANADA LTD.

By: 
Name: JOHN GEDDES
Title: PRESIDENT

NUFLO SALES COMPANY:

NUFLO TECHNOLOGIES SALES COMPANY

By: 
Name: JOHN GEDDES
Title: PRESIDENT

BARTON INSTRUMENT SYSTEMS, L

(BARTON US)

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Patent Report by Country

TITLE	REFERENCE#	FILED	SERIAL#	ISSUED	PATENT#	STATUS
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CANADA

~~AUTOMATIC TANK GAUGING SYSTEM~~

65478-0017	5/24/1994	2,124,000	6/23/1998	2,214,300	ABANDONED
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CAPACITIVE ANGULAR POSITION TRANSDUCER

65478-0027	6/25/1985	485,096	4/25/1989	1,253,233	ISSUED
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FLUID LEVEL SENSING FOR ARTIFICIAL LIFT CONTROL SYSTEMS

65478-0019	4/23/1997	2,203,446			ABANDONED
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FOAM CONTROLLER

65478-0028	6/28/1985	486,122	6/20/1989	1,256,223	ISSUED
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INTEGRAL DIFFERENTIAL AND STATIC PRESSURE TRANSDUCER

65478-0024	6/25/1985	485,077	3/22/1988	1,234,289	ISSUED
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~~LEAK DETECTION SYSTEM FOR STORAGE TANKS~~

65478-0014	5/26/1989	880,762	11/24/1991	1,310,719	ABANDONED
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METHOD AND APPARATUS FOR USE WITH FLOW VORTEX METERS

65478-0029	2/19/1988	559,302	4/5/1994	1,328,313	ABANDONED
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MICROPOWER CIRCUIT

65478-0025	3/6/1984	448,975	1/6/1987	1,216,170	ISSUED
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POTENTIOMETER POSITION SWITCH CIRCUIT

65478-0015	7/24/1989	606,459	11/18/1991	1,324,431	ABANDONED
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~~PRESSURE/DIFFERENTIAL PRESSURE MEASURING DEVICE~~

65478-0016	6/25/1990	2,019,731			ABANDONED
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TRANSDUCER

65478-0026	8/31/1984	462,210	7/14/1987	1,224,056	ISSUED
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VAPOR DENSITY MEASUREMENT SYSTEM

65478-0018	6/5/1995	2,151,026			ABANDONED
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EUROPEAN

~~PRESSURE/DIFFERENTIAL PRESSURE MEASURING DEVICE~~

65478-0020	6/6/1990	90201479.4	5/16/1994	6405693	ABANDONED
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~~TANK GAUGING SYSTEM~~

65478-0021	4/20/1994	94850058.2			ABANDONED
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JAPAN

~~PRESSURE/DIFFERENTIAL PRESSURE MEASURING DEVICE~~

65478-0023		185826790			ABANDONED
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~~TANK GAUGING SYSTEM~~

65478-0022	4/17/1994	72158/94	5/2/1997	2843828	ABANDONED
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UNITED STATES

CAPACITIVE ANGULAR POSITION TRANSDUCER

65478-0030	7/2/1984	07/626,803	1/13/1987	4,636,792	ISSUED
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Patent Report by Country

TITLE

REFERENCE#	FILED	SERIAL#	ISSUED	PATENT#	STATUS
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UNITED STATES continued...

DENSITOMETER

65478-0002	12/22/1980	07/218,662	11/29/198	4,417,474	EXPIRED
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~~ELECTROMECHANICAL PRESSURE DIFFERENTIAL GAUGE/SWITCH~~

65478-0011	4/17/1988	852,879	7/25/1989	D302,394	ISSUED
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FLUID LEVEL SENSING FOR ARTIFICIAL LIFT CONTROL SYSTEMS

65478-0012	4/29/1996	08/639,564	4/7/1998	5,735,346	EXPIRED
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FOAM CONTROLLER

65478-0003	8/31/1984	07/645,978	11/25/198	4,624,745	ISSUED
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INSTRUMENT CASING FOR GRAPHIC RECORDER OR THE LIKE

65478-0010	6/6/1983	502,864	7/1/1986	D284,455	EXPIRED
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~~LEAK DETECTION SYSTEM FOR STORAGE TANKS~~

65478-0004	10/27/1988	07/263,451	9/5/1989	4,662,734	EXPIRED
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~~LIQUID LEVEL MULTIPLIER AND LEAK DETECTION SYSTEM FOR STORAGE TANKS~~

65478-0007	10/3/1989	07/416,683	11/27/199	4,972,710	EXPIRED
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METHOD AND APPARATUS FOR USE WITH VORTEX FLOWMETERS

65478-0013	2/27/1987	08/019,444	3/7/1989	4,809,558	ABANDONED
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POTENTIOMETER POSITION SWITCH CIRCUIT

65478-0006	12/8/1988	07/282,365	5/29/1990	4,930,041	ABANDONED
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~~PRESSURE DIFFERENTIAL PRESSURE MEASURING DEVICE~~

65478-0005	6/26/1989	07/371,346	3/20/1990	4,908,083	EXPIRED
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RF PROBE ASSEMBLY WITH BUILT-IN MODE SUPPRESSION AND IMPEDANCE MATCHING FEATURES

65478-0137					PAT OP
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~~TANK GAUGING SYSTEM~~

65478-0008	5/26/1993	08/066,846	5/10/1994	5,309,704	EXPIRED
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~~TWO-WAY COMMUNICATION NETWORK FOR FIELD MEASUREMENT DEVICES~~

65478-0174	11/17/1999	08/465,947			EXPIRED
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65478-0184	11/17/2000	09/715,338			PENDING
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VAPOR DENSITY MEASUREMENT SYSTEM

65478-0009	6/13/1994	08/258,650	3/26/1996	5,501,099	ABANDONED
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~~ZONE CONTROL SYSTEM~~

65478-0132	10/10/2001	60/328,090			EXPIRED
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END OF REPORT

TOTAL ITEMS SELECTED =

33