

12-30-2003

Form PTO-1595
(Rev. 10/02)

RECO



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

OMB No. 0651-0027 (exp. 6/30/2005)

102634644

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):

12-23-03

Cornell Pump Company

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

2. Name and address of receiving party(ies)

Name: Ropintassco 2, LLC

Internal Address: _____

Street Address: 2160 Satellite Blvd.,

Suite 200

City: Duluth State: GA Zip: 30097

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other _____

Execution Date: 11/28/03

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)

See Attached

Additional numbers attached? Yes No

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

Name: Alston & Bird LLP

Internal Address: Jay E. Sloman

Street Address: 1201 W. Peachtree St.

City: Atlanta State: GA Zip: 30309

6. Total number of applications and patents involved: 9

7. Total fee (37 CFR 3.41).....\$ 360.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(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 information is true and correct and any attached copy is a true copy of the original document.

Jay E. Sloman

Name of Person Signing

Signature

12-18-03

Date

Total number of pages including cover sheet, attachments, and documents: 8

12/29/2003 LMEILLER 00000004 3663117

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

01 FC:0021

360.00 DP

PATENT
REEL: 014815 FRAME: 0949

Subject	Application/ Patent Number
Aeration Pump	US 3,663,117
Air Lift	US 3,282,226
Apparatus for Producing Liquid Mixture	US 3,207,485
Delta Impeller	US 3,295,456
Labrynth Seal with Current-Forming Seal Passages	US 4,335,886
Mechanical Seal	US 3,301,191
Pump Impeller with Skirt	US 3,743,437
Sewage Pump Station	US 918,534
Sewage-Pumping Station	US 3,630,637

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is effective as of November 28, 2003, by and between Cornell Pump Company, a Delaware corporation ("Assignor"), and Ropintassco 2, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of certain Intellectual Property (as defined below) which it desires to assign to Assignee in connection with Assignor becoming a member of the Assignee; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Intellectual Property.

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

1. Assignor and Assignee agree that, for purposes of this Assignment, "Intellectual Property" of Assignor shall mean any and all of the following items identified on Schedule A attached hereto, and all registrations and applications for registration thereof: (i) patents (including but not limited to continuations, continuations-in-part, divisions, renewals, reissues, and extensions thereof), inventions or discoveries (including but not limited to processes, machines, manufactures, compositions of matter, formulas, techniques, concepts and ideas) whether patentable or not; (ii) copyrights in any work of authorship recognized by foreign or domestic law, by statute or at common law or otherwise (including but not limited to databases and computer software, in source code and object code form); (iii) mask works; (iv) trademarks, service marks, Internet domain names, trade names and trade dress, and all goodwill related thereto; and (v) trade secrets.
2. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's rights, title and interest in and to the Intellectual Property of Assignor, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past, present and future infringement thereof.
3. Assignor agrees to execute all documents necessary to perfect such rights, title, and interest in Assignee, its successors, assigns, and legal representatives.
4. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.

[Signatures on Following Page]

IN WITNESS WHEREOF, each party hereto has caused this Assignment to be executed, all as of the day and year first above written.

CORNELL PUMP COMPANY

By: [Signature]
Name: James A. Mannebach
Title: Vice President

STATE OF Georgia
COUNTY OF Gwinnett

On this 28th day of November, 2003, before me, a Notary Public in and for the State and County aforesaid, personally appeared James A. Mannebach known by me to be the person above named and an officer of Cornell Pump Company, duly authorized to execute this Assignment of Intellectual Property on behalf of Cornell Pump Company, who signed and executed the foregoing instrument on behalf of Cornell Pump Company.

[Signature]
Notary Public
My Commission Expires: June 14, 2005

Notary Public, Barrow County, Georgia
My Commission Expires June 14, 2005

ACKNOWLEDGED AND ACCEPTED:

ROPINTASSCO 2, LLC

By: [Signature]
Name: Shanter D. Crank
Title: President

Schedule A

Intellectual Property

All Intellectual Property owned by Assignor including, without limitation, the Intellectual Property on the following schedules:

Complete Listing of Patents for Cornell Pump

Prior Owner	Subject	Application/Patent Number	Filing/Iss. Date	Expired (Patentual) Date
Cornell Pump Mfrg. Corp.	Aeration Pump	US 3,663,117	5/16/1972	
Cornell Pump Mfrg. Corp.	Air Lift	US 3,282,226	11/1/1996	
Cornell Pump Mfrg. Corp.	Apparatus for Producing Liquid Mixture	US 3,207,485	9/21/1965	
Cornell Pump Mfrg. Corp.	Delta Impeller	US 3,295,456	1/3/1967	
Cornell Pump Mfrg. Corp.	Labyrinth Seal with Current-Forming Seal Passages	US 4,335,886	6/22/1982	
Cornell Pump Mfrg. Corp.	Mechanical Seal	US 3,301,191	1/31/1967	
Cornell Pump Mfrg. Corp.	Pump Impeller with Skirt	US 3,743,437	7/3/1973	
Cornell Pump Mfrg. Corp.	Sewage Pump Station	US 918,534		
Cornell Pump Mfrg. Corp.	Sewage-Pumping Station	US 3,630,637	12/28/1971	

Complete Listing of Trademarks for Cornell Pump

Prior Owner	Mark	Serial/Registration Number	Filing/Registration Date
Cornell Pump Mfrg. Corp.	NAUTILUS	US 1,537,932	Abandoned
Cornell Pump Mfrg. Corp.	POST-PRIME	US 943,209	Abandoned

Complete listing of Copyrights for Cornell Pump

Prior Owner	Title	Registration Number	Filing/Registration Date
Cornell Pump Mfrg. Corp.	MQHydro Pump Design Software	n/a	
Cornell Pump Mfrg. Corp.	6NHTA Frame Mounted Pump	n/a	
Cornell Pump Mfrg. Corp.	Centrifug 5.6	n/a	
Cornell Pump Mfrg. Corp.	Centrifug 5.7	n/a	
Cornell Pump Mfrg. Corp.	F18 Frame	n/a	