

Form PTO-1595 (Rev. 09/04)  
OMB No. 0651-0027 (exp. 6/30/2005)

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

## RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

InterCorr Holdings Limited

Execution Date(s) March 21, 2003

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

**3. Nature of conveyance:**

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☒ Change of Name  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: InterCorr International Limited

Internal Address: \_\_\_\_\_

Street Address: Ledingham Chalmers

Johnstone House, 52-54 Rose Street

City: Aberdeen

State: \_\_\_\_\_

Country: Scotland

Zip: AD10-1UD

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

**4. Application or patent number(s):**

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

6,797,149 B2

Additional numbers attached? ☐ Yes ☒ No

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

Name: Arnold & Ferrera, L.L.P.

Internal Address: \_\_\_\_\_

Street Address: 2401 Fountain View Drive

Suite 630

City: Houston

State: TX

Zip: 77057

Phone Number: (713) 972-1150

Fax Number: (713) 972-1180

Email Address: \_\_\_\_\_

**6. Total number of applications and patents involved:**

1

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

- ☐ Authorized to be charged by credit card  
☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_

Expiration Date \_\_\_\_\_

b. Deposit Account Number 01-2511

Authorized User Name Raymond R. Ferrera

**9. Signature:**

Ray Ferrera

Signature

10/05/2004

Date

Raymond R. Ferrera

Name of Person Signing

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

17

Documents to be recorded (including cover sheet) should be faxed to (703) 308-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 012511 6797149

## BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT (this "Assignment") dated March 21, 2003, is executed by InterCorr Holdings Limited, a company registered in Scotland under No. SC 177580 ("Assignor") in favor of InterCorr International Limited, a company registered in Scotland under No. SC 104809 ("Assignee").

### WITNESSETH

WHEREAS, Assignee is a wholly-owned subsidiary of Assignor;

WHEREAS, Assignor has an interest in certain assets more particularly described herein (hereinafter, the "Sale Assets");

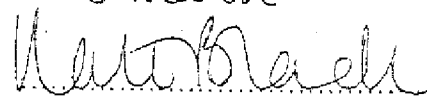
WHEREAS, the Assignee has, for and on behalf of the Assignor carried out certain research and development work (and incurred expenditure in respect of the same) in relation to the Sale Assets;

WHEREAS, pursuant to a certain Bill of Sale and Assignment to be entered into even date herewith, the Assignee will assign all of the Assignor and Assignee's (as members of the same corporate group) interests in the Sale Assets to InterCorr International, Inc., a Texas corporation ("InterCorr Inc.");

WHEREAS, in anticipation of the Bill of Sale and Assignment in favour of InterCorr Inc. referred to above the Assignee desires to receive title to said Sale Assets in exchange for the consideration set forth in Section 2 herein; and

WHEREAS, the Sale Assets are listed on Schedule A hereto;

Certified a true copy at Edinburgh  
on 25 March 2003



Fiona Kathleen Black  
Notary Public

REEL: 015215 FRAME: 0669

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Assignor agrees to each of the foregoing recitals and further agrees as follows:

1. Assignment by Assignor. Assignor hereby transfers, assigns, conveys and delivers to Assignee, its successors and assigns forever, all right, title and interest, if any, in and to all of the Sale Assets that such Assignor owns, TO HAVE AND TO HOLD unto Assignee, its successors and assigns, to its and their own use and benefit forever. Assignee has not and shall not assume or be subject to any claims or liabilities of the Assignor.

2. Purchase Price. Assignee shall pay to Assignor \$1.00 payable on execution of this Agreement

3. NO ASSUMPTION OF LIABILITIES BY ASSIGNEE. ASSIGNEE HAS NOT AND SHALL NOT BY VIRTUE OF THIS ASSIGNMENT, ASSUME ANY LIABILITIES OR OBLIGATIONS, CONTINGENT OR OTHERWISE OF ASSIGNORS RELATED TO THE SALE ASSETS OR OTHERWISE RELATED TO THE BUSINESS OF ASSIGNOR.

4. Authority Relative to This Assignment. Assignor has full power and authority to execute, deliver, and perform this Assignment and to consummate the transactions contemplated hereby. The execution, delivery, and performance by Assignor of this Assignment, and the consummation by it of the transactions contemplated hereby have been duly authorized by all necessary action. This Assignment has been duly executed and delivered by Assignor and constitutes, a valid and legally binding obligation of Assignor, enforceable against them in accordance with its terms, except that such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting creditors' rights generally and (ii) equitable principles that may limit the availability of certain equitable remedies (such as specific performance) in certain instances.

5. Noncontravention. The execution, delivery, and performance by Assignor of this Assignment and the consummation by Assignor of the transactions contemplated hereby do not and will not (i) conflict with or result in a violation of any provision of the charter or bylaws of Assignor, (ii) conflict with or result in a violation of any provision of, or constitute (with or without the giving of notice or the passage of time or both) a default under, or give rise (with or without the giving of notice or the passage of time or both) to any right of termination, cancellation, or acceleration under, or require any consent, approval, authorization or waiver of, or notice to, any party to, any bond, debenture, note, mortgage, indenture, lease, contract, agreement, or other instrument or obligation to which the Assignors are a party or by which Assignor (or any of its properties) may be bound by the Assignor as a result of which this Assignment may be cancelled or declared void, or (iii) violate any applicable law binding upon the Assignors.

6. Further Assurances. Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer, assignment and quitclaim or assumption, and all notices, releases, acquittances and other documents that may be reasonably necessary or advisable to consummate the transactions contemplated by this Assignment, to more fully sell, convey, transfer, assign and deliver to and vest in Assignee the Sale Assets hereby sold, conveyed, transferred, assigned and delivered or intended so to be. On the date hereof, Assignor shall deliver to Assignee the Copyright Assignment Agreement in the form attached hereto as Exhibit A.


7. Governing Law and Exclusive Venue. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF SCOTLAND. THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENT TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF SCOTLAND.

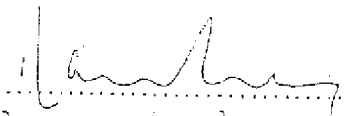
8. Warranty. Assignor warrants and represents to Assignee that it has a valid unencumbered title to each of the Sale Assets which is subject only to such licenses as Assignor

and Assignee have respectively granted in favor of third parties in the course of their respective businesses as described on Schedule B. Except as expressly stated in this Agreement, Assignor gives no warranty or representation in favor of Assignee with respect to the Sale Assets.

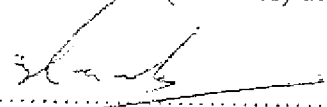
IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written as follows:-

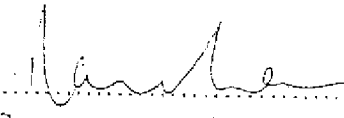
For and on behalf of the ASSIGNOR: INTERCORR HOLDINGS LIMITED by Kenneth M Mackenzie (Director) at Aberdeen before the witness signing opposite:-

  
.....  
Kenneth M Mackenzie

Witness   
Full Name ..DAVID H. LANG..  
Address ..52 ROSE STREET..  
.....ABERDEEN.....

For and on behalf of the ASSIGNEE: INTERCORR INTERNATIONAL LIMITED by Kenneth M Mackenzie (Director) at Aberdeen before the witness signing opposite:-

  
.....  
Kenneth M Mackenzie

Witness   
Full Name ..DAVID H. LANG..  
Address ..52 ROSE STREET..  
.....ABERDEEN.....

## SCHEDULE A

Sale Assets

The Sale Assets consist of the rights, interests and properties expressly described below; provided that the Sale Assets do not include the "Excluded Assets":

- (a) all proprietary trade secrets (whether or not reduced to writing), ideas, concepts, inventions, discoveries, plans, specifications, designs, drawings, techniques, models, research, development, processes, procedures and know how related to the development, purchasing, manufacture and sale of products;
- (b) all product literature, marketing and development plans, price lists, pricing policies and customer information;
- (c) the Condition Monitoring Software as currently used in the business of Assignor;
- (d) all of the rights, priorities and privileges provided under United States, state, multinational and foreign law, including, but not limited to the United Kingdom, relating to the intellectual property of Assignor, if any, including, without limitation, the name "InterCorr", the Patents, Patent Licenses, Copyrights, Trademarks, and Trademark Licenses owned by Assignor, the goodwill symbolized thereby or associated therewith, continuations, derivatives or other counterparts thereof, and all rights to sue at law or in equity for any past infringement or other impairment thereof, including the right to recover all proceeds and damages therefrom;

- (e) all financial, accounting, invoicing, shipping, ordering, data processing, personnel and administrative systems, procedures and applications and software programs in whatever media, including paper, electronic, magnetic, microfilm or microfiche, and all manuals and other documentation related to the foregoing assets.
- (f) goodwill related to the foregoing assets; and
- (g) all current active records, files and papers pertaining to any of the foregoing assets, including, any of the foregoing information that is stored in electronic format.

For purposes of this Bill of Sale and Schedule A, the following terms shall have the following meanings:

- (a) "Patent License" shall mean all agreements, providing for the grant by or to Assignor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent.
- (b) "Patent" or "Patents" shall mean (i) all letters patent of the United States or any other country, including, but not limited to the United Kingdom Patent Office, and all reissues and extensions thereof; (ii) all applications for letters patent of the United States or any other country, including, but not limited to the United Kingdom Patent Office, and all divisions, continuations and continuations-in-part thereof, and (iii) all rights to obtain any reissues or extensions of the foregoing.
- (c) "Copyright" or "Copyrights" shall mean (i) all copyrights, in the United States or any other country, including, but not limited to the United Kingdom Patent Office, whether registered or unregistered, or published

or unpublished, all registrations and recordings thereof and all applications in connection therewith, and (ii) the right to obtain all renewals thereof.

(d) "Trademark License" shall mean any agreement providing for the grant by or to an Assignor of any right to use any Trademark.

(e) "Trademark" or "Trademarks" shall mean (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, including, but not limited to the United Kingdom Patent Office, or any political subdivision thereof, or otherwise, and all common-law rights related thereto.

(f) "Excluded Assets" shall mean:

(i) all of the properties and assets of Assignor of a nature not normally reflected on a balance sheet in accordance with generally accepted accounting principles, except for the properties and assets included in the Sale Assets;

(ii) any covenants not to compete;

(iii) all cash on hand, prepaid expenses, securities, and notes receivable;



- (iv) all real property, and buildings owned by Assignor, whether or not used by or related to the business of Assignor, and all leased real property, and buildings (including leasehold improvements) used by or related to the business of Assignor;
- (v) all security and other deposits, advance rents and any other payments made thereunder prior to the date hereof for the benefit or to the account of Assignor as tenant pursuant to any real or personal property leases; and
- (vi) all royalties, assignments and other similar agreements (but not including contracts with customers to fill orders for product).

SCHEDULE B

Licenses

## EXHIBIT A

Copyright Assignment Agreement

This Copyright Assignment Agreement (this "Agreement"), effective as of March \_\_\_\_\_, 2003, (the "Effective Date") is made by and between InterCorr Holdings Limited, a company registered in Scotland under No. SC 177580 (the "Assignor"), and InterCorr International Limited, a company registered in Scotland under No. SC. 104809 (the "Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in and to the original material identified on Exhibit A (the "Works"), which Works were created by Assignors employees within the scope of their employment;

WHEREAS, pursuant to that certain Bill of Sale and Assignment by and between Assignor and Assignee of even date herewith (the "Bill of Sale"), Assignor has agreed to assign, and Assignee desires to accept, all of Assignors right, title and interest in the Works, including the right to register the copyright for the Works in Assignee's name;

NOW THEREFORE, for in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged;

Assignor hereby grants, transfers and assigns to Assignee all right, title and interest in and to the Works, including but not limited to the copyright and the right to secure copyright in Assignee's own name, the rights to publish, reproduce, prepare derivative works, distribute to the public by sale or other transfer of ownership, or otherwise make use of the Works or portions of the Works (including all subsequent versions of the Works) throughout the world in any form or medium, and to license, assign, or authorize others to make use of the Works, for the entire term of copyright, including any renewals and extensions.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement effective as of the date first above written as follows:-

For and on behalf of INTERCORR HOLDINGS LIMITED by Kenneth M Mackenzie (Director)  
at Aberdeen before the witness signing opposite:-

.....  
Kenneth M Mackenzie

Witness .....  
Full Name .....

Address .....

For and on behalf of INTERCORR INTERNATIONAL LIMITED by Kenneth M Mackenzie  
(Director) at Aberdeen before the witness signing opposite:-

.....  
Kenneth M Mackenzie

Witness .....

Full Name .....

Address .....

EXHIBIT A

Condition Monitoring Software as currently used in the business of Assignee.

EXCHANGE AGREEMENT

by and between

InterCorr International, Inc.

and

the Buyers (as defined herein)

September 22, 2003

## EXCHANGE AGREEMENT

EXCHANGE AGREEMENT (this "Agreement") is dated as of September \_\_\_\_, 2003, between InterCorr International, Inc., a Texas corporation (the "Company"), AMT, a Texas limited partnership ("AMT"), Caledonia Investments PLC, a company incorporated in England with the registered number 23548 ("Caledonia") and Kenneth and Janet MacKenzie (the "MacKenzies") (each of AMT, Caledonia and the MacKenzies are sometimes referred to individually as a "Buyer" and collectively as the "Buyers").

WHEREAS, AMT owns 166,167.8 shares (the "Existing Common Shares") of the Company's Common Stock (as hereinafter defined) (ii) is the holder of that certain Secured Promissory Note of the Company, dated April 25, 2003, in the principal amount of Five Hundred and Twenty-Five Thousand Dollars (\$525,000) (the "Old AMT Note"), all of the principal and interest of which is currently outstanding and (iii) is the holder of that certain Secured Promissory Note of the Company, dated November 15, 2002, in the principal amount of \$156,000 (the "AMT Bridge Note");

WHEREAS, the Company and AMT desire to (a) exchange (i) a portion of the principal amount outstanding under the Old Note, (ii) the AMT Bridge Note and (iii) certain services rendered to the Company for a new promissory note and shares of the Company's Preferred Stock (as hereinafter defined) and (b) provide for the purchase by the Company of the Existing Common Shares;

WHEREAS, Caledonia and the MacKenzies are each the holders of a Convertible Promissory Note of the Company, dated November 15, 2002, in the principal amounts of \$300,000 and \$312,000, respectively (the "Caledonia Bridge Note" and the "MacKenzie Bridge Note," respectively) (the AMT Bridge Note, the Caledonia Bridge Note and the MacKenzie Bridge Note are sometimes individually referred to as a "Bridge Note," and collectively as the "Bridge Notes");

WHEREAS, the Company and each of Caledonia and the MacKenzies desire to use the Caledonia Bridge Note and the MacKenzie Bridge Note for shares of Preferred Stock;

WHEREAS, the Company desires to amend and restate the Company's Articles of Incorporation to, among other things, amend the rights, privileges, preferences and restrictions of Preferred Stock;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Company and Buyer agree as follows:

## ARTICLE I.

## TERMS OF THE TRANSACTION

1.1 Agreement to Sell and to Purchase Preferred Shares.

(a) On the date hereof and on the terms and conditions set forth in this Agreement, the Company shall sell and deliver to each Buyer, and each Buyer shall purchase and accept from the Company, the number of shares of Preferred Stock listed next to such Buyer's name on Schedule 1.1 attached hereto (the "Preferred Shares").

(b) In consideration of the sale of the Preferred Shares as set forth on Schedule 1.1, AMT shall (i) surrender and exchange One Hundred Fifty-Five Thousand Dollars (\$155,000) of the outstanding principal under the Old Note for a newly issued Secured Promissory Note of the Company, in the principal amount of Three Hundred Seventy-Five Thousand Dollars (\$375,000), in the form attached as Exhibit A (the "New AMT Note"), (ii) surrender and exchange the AMT Bridge Note and (iii) exchange the services rendered by AMT to the Company in connection with the restructuring of the Company (the "Services").

(c) In consideration of the sale of the Preferred Shares as set forth on Schedule 1.1, Caledonia shall surrender and exchange the Caledonia Bridge Note and the MacKenzies shall surrender and exchange the MacKenzie Bridge Note.

(d) Immediately following the transactions described above in Section 1.1(a) through (c), the Company shall purchase the Existing Common Shares from AMT for the aggregate purchase price of [\$10.00] (the "Existing Common Shares Purchase Price").

1.2 Bridge Note Payoff. Upon receipt by Buyers of the Preferred Shares, all of the obligations under the Bridge Notes and the Security Agreement in favor of Buyers, dated November 15, 2002 (the "Security Agreement") shall be terminated and satisfied in full. Upon receipt of the Preferred Shares in accordance with the foregoing and satisfaction of the other conditions referred to in Sections 1.2, 5.8 and 5.9 of this Agreement, Caledonia and the MacKenzies each agree to release, on and with effect from the Closing Date, all of its security interests and liens created as security for the obligations, including but not limited to any liens filed in the State of Texas pursuant to the Uniform Commercial Code ("UCC") or any liens filed with the United States Patent & Trademark Office, under the Security Agreement and further agrees that the Security Agreement shall be terminated as of the Closing Date, provided that the obligations of the Company pursuant to Section 4.5 of the Security Agreement shall survive the termination of the Security Agreement. It is expressly acknowledged and agreed that the Amended and Restated Security Agreement in favor of AMT, dated April 25, 2002, shall not be effected by anything in this Agreement.



Bill of Sale and Assignment from Holdings to  
International