

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
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<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ELLIOTT INDUSTRIES LIMITED	10/12/2004
NEWALL MEASUREMENT SYSTEMS LIMITED	10/12/2004

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MASTCABLE LIMITED
<b>Street Address:</b>	90 Fetter Lane
<b>City:</b>	London
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	EC41 1JP

<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	10129565
Application Number:	10483550

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(865)523-4478
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	865-546-4305
<b>Email:</b>	AndyNeely@LNG-patent.com
<b>Correspondent Name:</b>	Luedeka, Neely & Graham, P.C.
<b>Address Line 1:</b>	P.O. Box 1871
<b>Address Line 4:</b>	Knoxville, TENNESSEE 37901

<b>NAME OF SUBMITTER:</b>	Andrew S. Neely
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<b>Total Attachments: 7</b> source=58937.us.ASSIGNMENT#page1.tif source=58937.us.ASSIGNMENT#page2.tif source=58937.us.ASSIGNMENT#page3.tif source=58937.us.ASSIGNMENT#page4.tif
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# PATENT ASSIGNMENT

Date: 12<sup>th</sup> day of OCTOBER 2004

ELLIOTT INDUSTRIES LIMITED (1)  
NEWALL MEASUREMENT SYSTEMS LIMITED (2)  
and  
MASTCABLE LIMITED (3)

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PATENT ASSIGNMENT

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WE HEREBY CERTIFY THAT  
THIS IS A TRUE COPY OF  
THE ORIGINAL OF WHICH  
IT PURPORTS TO BE A COPY  
THIS 28 DAY OF October 2004  
BIRD & BIRD  
90 FETTER LANE  
LONDON EC4A 1JP

*Bird & Bird*

THIS PATENT ASSIGNMENT is made on 12 October 2004

**BETWEEN:**

- (1) **ELLIOTT INDUSTRIES LIMITED** a company incorporated in England and Wales under registration number 00315655 whose registered office is at Boden House, 114-120 Victoria Road, London;
- (2) **NEWALL MEASUREMENT SYSTEMS LIMITED** a company incorporated in England and Wales under registration number 00690592 whose registered office is at Boden House, 114-120 Victoria Road, London ("Newall"),  
  
(together the "Assignors"); and,
- (3) **MASTCABLE LIMITED** a company incorporated in England and Wales under registration number 5199004 whose registered office is at 90 Fetter Lane, London, EC41 1JP (the "Assignee").

**RECITALS:**

- (A) Pursuant to an Asset and Share Purchase Agreement (the "ASP Agreement") between the Assignors and the Assignee dated 12 October 2004, the Assignors have agreed to assign certain patents and associated rights defined as Patents below on the terms and conditions set out below.
- (B) The Assignors are the registered proprietor of the Patents or are otherwise properly authorised to assign the Patents for and on behalf of the registered proprietor or registered co-proprietor or will otherwise procure the assignment of the Patents to the Assignee on the terms and conditions set out below.

**OPERATIVE PROVISIONS:**

**1. DEFINITIONS**

- 1.1 **Assignors** mean Elliott Industries Limited and Newall;  
  
**Business** has the meaning given in the ASP Agreement;

**Licence Agreement** means the License Agreement between Max Stegmann GmbH and Newall dated 4 July 2002 concerning European patent number EP 0 171 579;

**Patents** mean all patents, inventions and utility models and applications for and extension and renewals of any of the foregoing (including without limitation the patents and patent applications listed in the attached Schedule together with unlisted patents and patent applications taking priority from or sharing priority with applications listed in the Schedule) and the right to take priority from any of the foregoing and the right to apply for any of the foregoing in any part of the world and any other similar intellectual property rights situated in any country which is owned by the Seller's Group and which is used in or in connection with the Business or necessary to the continued operation of the Business as a going concern;

**Seller's Group** has the meaning given in the ASP Agreement.

1.2 The words subsidiary and holding company shall have the same meanings in this Agreement as their respective definitions in Sections 736 and 736A of the Companies Act 1985.

## 2. ASSIGNMENT

2.1 The Assignors with full title guarantee and in accordance with the terms and conditions set out in the ASP Agreement assign absolutely to the Assignee all of the Assignors' full right and title to and interest in the Patents together with all rights of action, powers and benefits arising from ownership of the Patents including without limitation the right to sue for damages and other legal and equitable remedies (and retain any financial award made in any action) in respect of all causes of action arising prior to, on or after the date of this Assignment and the rights of use as set forth in the Licence Agreement as well as any and all further rights and obligations set forth therein and such assignment shall be accepted by the Assignee.

## 3. FURTHER ASSURANCE

3.1 The Assignors covenant with the Assignee that the Assignors shall on the written request of the Assignee, now or at any time in the future, at the expense of the Assignee do all such acts and/or execute all such documents in a form reasonably satisfactory to the Assignee as may be reasonably necessary for giving full effect to this Assignment and securing the Assignee the full benefit of the rights, powers and remedies conferred upon the Assignee in this Assignment.

**4. JOINT AND SEVERAL**

- 4.1** All agreements on the part of either of the parties which comprise more than one person or entity shall be joint and several.

**This Assignment is governed by English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.**

EXECUTED as a deed and delivered by ELLIOTT INDUSTRIES LIMITED acting by:

Luis Stansen Director (as attorney)

..... Director/Secretary

EXECUTED as a deed and delivered by NEWALL MEASUREMENT SYSTEMS LIMITED acting by:

Luis Stansen Director (as attorney)

..... Director/Secretary

EXECUTED as a deed and delivered by MASTCABLE LIMITED acting by:

Cushman Rde Director

Ny 1 Buis Director/Secretary

(On behalf of Barnard's Court  
Company Secretarial Services Limited)

SCHEDULE

BWT Reference	Country	Number	Subject	BWT Reference	Country	Number
P46991/001	UK	2340242	Microsyn			GB2340242B
P53568/000	UK	2356049	Digital Position Detector	P53568/001	PCT	GB00/04248 (publication no. WO01/33171)
				P53568/002	China	00815342.6 (publication no. CN1387621A)
				P53568/003	Japan	535008/2001 (publication no. P2003-513262A)
				P53568/004	USA	10/129565
				P53568/005	European	00973060.7 (publication no. 1226405)
P56285/000	UK	2377497	Absolute Position Detector	P56285/001	PCT	GB02/003102 (publication no. WO3/006927)
				P56285AU00	Australia	2002-317952

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				P56285CN00	China	2813790.6
				P56285EP00	European	2747562.3 (publication no. 1421339)
				P56285IN00	India	00100/DELNP/2004
				P56285JP00	Japan	2003-512647 (publication no. P2004-521366A)
				P56285RU00	Russian Federation	2004103856
				P56285US00	USA	US 10/483550
P60860/000	UK	0220385.1 (publication no. 2392503)	Leadscrew-mounted Detector			
P64155/000	UK	0404100.0	Networked Encoders			

RECORDED: 02/03/2005

PATENT  
REEL: 015640 FRAME: 0930