# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Teledyne Isco, Inc.	04/21/2005

#### **RECEIVING PARTY DATA**

Name:	Endress + Hauser CONDUCTA Gesellschaft für Meß · und Regeltechnik mbH+Co. KG
Street Address:	Dieselstraße 24
City:	Gerlingen
State/Country:	GERMANY
Postal Code:	Endress + Hause

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	5733789

### **CORRESPONDENCE DATA**

(703)712-5279 Fax Number:

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Email: jlink@mcguirewoods.com

Correspondent Name: Jonathan D. Link Address Line 1: 1750 Tysons Blvd.

Address Line 2: Suite 1800

Address Line 4: McLean, VIRGINIA 22102

NAME OF SUBMITTER: Jonathan D. Link

Total Attachments: 2

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**PATENT** 

REEL: 016038 FRAME: 0640

#### PATENT ASSIGNMENT

This ASSIGNMENT is made as of the21<sup>st</sup> day of April, 2005, by Teledyne Isco, Inc., with a principal address of Superior Street, Lincoln, Nebraska 68504 ("Assignor"), in favor of Endress + Hauser CONDUCTA Gesellschaft für Meß – und Regeltechnik mbH+Co. KG, with a principal address of Dieselstraße 24, 70839 Gerlingen ("Assignee").

Whereas, Assignor has invented certain new and useful processes, machines, articles of manufacture, compositions of matter, and/or improvements thereof ("inventions") disclosed in:

United States Patent No. 5,733,789, issued on March 31, 1998, and entitled **WATER IMPURITY ANALYSIS METHOD**;

Whereas, Assignor desires to convey to Assignee all rights, title and interests in and to the above-identified patent rights owned by Assignor as of the date of this Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

- 1. Assignor hereby conveys, assigns, sells and transfers to Assignee all rights, title and interests in and to the inventions and discoveries disclosed in the above-identified Letters Patent, and any other Letters Patents of the United States or any other Country issuing therefrom, including (without limitation), any continuation, division, renewal, or substitute thereof, and hereby grants to Assignee the right to apply in its own name for patents or inventor's certificates and related rights heretofore or hereafter filed for the inventions and discoveries in any and all countries, including (without limitation) all rights to claim priority based thereon, all patents granted thereon and all reissues, extensions, reexaminations and renewals thereof.
- 2. Assignor further covenants that Assignee will, upon Assignee's request, be provided promptly with all pertinent facts and documents relating to the inventions, Patent, Application and any patents granted thereon, as may be known and accessible to Assignor, and Assignor will provide an appropriate individual(s) to testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to Assignee or Assignee's legal representative any and all papers, instruments or affidavits required to apply for, protect, obtain, maintain, issue, defend and enforce the Applications, Patents, inventions, whether in the U..S. or any and all foreign countries and any patents granted thereon and/or for obtaining any reissue or reissues of any patent which may be granted for the inventions and perform such further acts which may be necessary or desirable to carry out the intent of this agreement as the Assignee thereof shall hereafter require and prepare at Assignee's expense.
- 3. The rights assigned hereunder specifically include the right to sue for any and all past infringements of the Intellectual Property, and to receive any and all damages awarded as a result of any such claim.
- 4. Assignor represents and warrants that it has the authority to make and enter into this Assignment. Assignor further represents and warrants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into that would conflict with this Assignment, and that this Assignment will not violate Assignor's obligations to or with any third party.
- 5. Assignor shall not, at any time, contest the validity or enforceability of the Intellectual Property, or take any action that would impair the value of the Intellectual Property, or assist another party in contesting or taking any action that would impair the value of the Intellectual Property.
- 6. Assignor agrees to execute any other documents or to provide any further materials or documentation necessary in order to fulfill the provisions of or the purpose of this Assignment.

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PATENT REEL: 016038 FRAME: 0641 7. This Assignment is binding upon the parties and their respective heirs, successors, assigns, trustees, and representatives.

IN WITNESS WHEREOF, Assignor has executed this Assignment to be effective as of the date first written above.

Assignor: TELEDYNE ISCO, INC.

By:

Douglas M Grant

Title: <u>President/C</u>

**RECORDED: 04/28/2005**