

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Dennis Jerome Swanek | 05/01/2006 |
| RECEIVING PARTY DATA | |
| Name: | Total Meter Services Inc. |
| Street Address: | 150 Creditstone Road |
| City: | Vaughan |
| State/Country: | CANADA |
| Postal Code: | L4K 1P2 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 11399615 |
| CORRESPONDENCE DATA | |
| Fax Number: | (416)361-1398 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 416-364-7311 |
| Email: | jraakman@bereskinparr.com |
| Correspondent Name: | Bereskin & Parr |
| Address Line 1: | 40 King Street West |
| Address Line 4: | Toronto, CANADA M5H 3Y2 |
| ATTORNEY DOCKET NUMBER: | 14524-2 |
| NAME OF SUBMITTER: | James Raakman |
| Total Attachments: 4 source=AssignmentRecordation#page1.tif source=AssignmentRecordation#page2.tif source=AssignmentRecordation#page3.tif source=AssignmentRecordation#page4.tif | |

CH \$40.00 11399615

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)

Dennis Jerome Swanek

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

2. Name and address of receiving party(ies)

Name: Total Meter Services Inc.

Internal Address: _____

Street Address: 150 Creditstone Road

City: Vaughan

State: Ontario

Country: Canada

Zip: L4K 1P2

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) May 1, 2006

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

11/399,615

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Bereskin & Parr

Internal Address: _____

Street Address: 40 King Street West

City: Toronto

State: Ontario

Zip: M5H 3Y2

Phone Number: 416-364-7311

Fax Number: 416-361-1398

Email Address: jraakman@bereskinparr.com

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 02-2095

Authorized User Name Bereskin & Parr

9. Signature:


Signature

June 26, 2006

Date

James A. Raakman
Name of Person Signing

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

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

ASSIGNMENT

WHEREAS I, Dennis Jerome SWANEK, whose full post office address is 82 Portage Avenue, Weston, Ontario, M9N 3G9, CANADA am the inventor of an invention entitled FLOW METER CALIBRATION APPARATUS AND METHOD, for which one or more patent applications ("said applications") have been prepared for filing in one or more of the following jurisdictions:

| Country | Application No. | Filing Date |
|---------|-----------------|---------------|
| U.S.A. | 11/399,615 | April 7, 2004 |
| Canada | | |

AND WHEREAS TOTAL METER SERVICES INC., whose full post office address is 150 Creditstone Road, Vaughan, Ontario, L4K 1P2, CANADA has acquired from me the whole right, title and interest for the United States of America, Canada and all other countries in and to said invention and in and to any Letters Patent that may be obtained therefor, and in and to said applications,

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, **Dennis Jerome SWANEK**, by these presents confirm that I have sold, assigned and transferred and do hereby sell, assign and transfer unto said **TOTAL METER SERVICES INC.**, the full and exclusive right to the said invention in the United States of America, Canada and all other countries,

AND in and to all inventions, designs, works, trade secrets, copyright, patent rights, and other intellectual property and intellectual property rights and rights to apply therefore ("Intellectual Property") owned by me and related to or required by the invention described above, all Intellectual Property created by me in the course of creating the invention described above, all Intellectual Property created by me in the course of my relationship with said assignee and any of its predecessors, and all Intellectual Property owned by me and related to the business of said assignee.

AND the entire right, title and interest in and to any and all Letters Patent which may be granted therefor, and the entire right, title and interest in and to said applications, and in and to any divisions, continuations, continuations-in-part, renewals, re-examinations, reissues and extensions of said application and to any other patent applications and patents that claim priority from any of said patent applications, together with the right to claim the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property based on said patent applications,

AND I hereby sell, assign, transfer and convey any and all Intellectual Property related to the closed loop prover business of the assignee and any and all Intellectual Property related to close loop provers that has been created by me in the course of my relationship with the assignee, and all Intellectual Property related to closed loop provers that may be

owned or created by me in the future and I covenant and agree that the terms of this assignment shall apply to such future Intellectual Property as if it had been owned or created by me before the execution of this assignment,

AND I hereby consent that a copy of this assignment shall be deemed a full and formal equivalent of any assignment, consent to file or like document which may be required in any country or region for any purpose and more particularly in proof of the right of the said assignee, its successors, assigns and legal representatives or nominees to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it,

AND I hereby covenant that I have the full right to convey the entire right, title and interest herein assigned, and other than me and the assignee, I am not aware of any person or entity that has or may have any right, title or interest in the inventions or other intellectual property, intellectual property rights and rights to apply therefore that are referred to in this Assignment, and that I have not executed and will not execute any agreement in conflict herewith,

AND I agree that I will without further consideration communicate to said assignee, its successors, assigns and legal representatives or nominees all facts known to me pertaining to said inventions, and testify in all legal proceedings, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and declarations and in general perform all lawful acts necessary or proper to aid said assignee, its successors, assigns and legal representatives or nominees in obtaining, maintaining and enforcing all lawful patent or other grants of protection for said invention and for additions and modifications thereto in any and all countries, and to vest title thereto in said assignee, its successors, assigns and legal representatives or nominees,

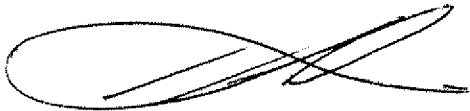
AND I authorize and empower said assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for said Invention or for additions and modifications thereto, filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from me,

AND I hereby authorize and request the Commissioner of Patents and Trademarks in the U.S. and all other equivalent patent granting authorities in other jurisdictions to issue said Letters Patent to said **TOTAL METER SERVICES INC.**, the assignee of the entire right, title and interest in and to the same, for its sole use and benefit, and for the use and benefit of its successors and assigns, to the full end of the term for which Letters Patent may be granted as fully and entirely as the same would have been held by me had this assignment and sale not been made,

AND I acknowledge that I have been provided with an opportunity to obtain independent legal advice regarding this assignment, I have been advised that it may be appropriate to obtain such advice, and none of said assignee's customers or licensees, or their advisors, has provided me with any legal advice.

I hereby grant the firm of Bereskin & Parr (Box 401, 40 King Street West, Toronto, Ontario, Canada M5H 3Y2) the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or other Patent Offices in the world for recordation of this document.

Executed By:



Inventor (Dennis Jerome Swanek); signed at *VAUGHAN, ONTARIO L4H 1P2.*
(City/Town)

this day of, 2006. *MAY 1 2006*

DENNIS JEROME SWANEK

Witness Statement for Inventor: signed at *VAUGHAN, ONTARIO*
(City/Town)

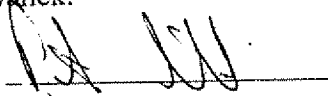
this day of, ~~2006~~ *MAY 1, 2006*

I, whose full post office address is *PETER SWANERLAND, whose full postal*

ADDRESS IS 20 PINEWOOD AVENUE, GRIMSBY
ONTARIO L3M 1W3

declare and say:

That the signature of the Inventor (above) on this assignment is the signature of
Dennis Jerome Swanek.

Name of Witness: 

(Signature of Witness)

Title of Witness: *PRESIDENT, TECHNOLOGY CANADA INC.*