

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

LICENSE

CONVEYING PARTY DATA

Name	Execution Date
UStest Licensing, Inc.	03/01/2007
Site Controls, Inc.	03/01/2007
SCL Partners, Ltd.	03/01/2007
Axis Integrated Solutions, Inc.	03/01/2007
Sound Products Manufacturing, Inc.	03/01/2007
ADS Services, Inc.	03/01/2007
Extended Controls, L.P.	03/01/2007
Arthur Daniel Sharplin, Jr.	03/01/2007

RECEIVING PARTY DATA

Name:	Southwest Environmental Services, Inc.
Street Address:	13901 North 73rd Street
Internal Address:	Suite 203
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85260

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	5568449

CORRESPONDENCE DATA

Fax Number: (817)336-2181

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

Phone: 817-336-2400

Email: jmorgan@deckerjones.com

Correspondent Name: Geoffrey A. Mantooth

Address Line 1: 801 Cherry St., Suite 2000, Unit 46

Address Line 2: Decker Jones

OP \$40.00 5568449

500241832

PATENT  
REEL: 019028 FRAME: 0570

Address Line 4: Fort Worth, TEXAS 76102

ATTORNEY DOCKET NUMBER:

9976.37001

NAME OF SUBMITTER:

Geoffrey A. Mantooth

**Total Attachments: 13**

source=Agreement\_001#page1.tif

source=Agreement\_001#page2.tif

source=Agreement\_001#page3.tif

source=Agreement\_001#page4.tif

source=Agreement\_001#page5.tif

source=Agreement\_001#page6.tif

source=Agreement\_001#page7.tif

source=Agreement\_001#page8.tif

source=Agreement\_001#page9.tif

source=Agreement\_001#page10.tif

source=Agreement\_001#page11.tif

source=Agreement\_001#page12.tif

source=Agreement\_001#page13.tif

## PERMANENT LICENSE AGREEMENT

This Permanent License Agreement (this "Agreement") is effective as of the 15<sup>th</sup> day of March, 2007 (the "Effective Date"), between Southwest Environmental Services, Inc., an Arizona corporation ("Licensee"); USTest Licensing, Inc., a Texas corporation ("USTL"); Site Controls, Inc., a Texas corporation ("SCI"); SCL Partners, Ltd., a Texas limited partnership ("SCL Partners"); Axis Integrated Solutions, Inc., a Texas corporation ("Axis"); Sound Products Manufacturing, Inc., a Texas corporation ("Sound Products"); ADS Services, Inc., a Texas corporation ("ADS Services"); Extended Controls, L.P., a Texas limited partnership ("Extended Controls") and Arthur Daniel Sharplin Jr., a Texas resident ("Dan Sharplin") (USTL, SCI, SCL Partners, Axis, Sound Products, ADS Services, Extended Controls and Dan Sharplin are collectively referred to herein as the "Licensors").

WHEREAS, Licensors and Licensee have entered into that certain Compromise Settlement Agreement, executed concurrently herewith (the "Settlement Agreement"), pursuant to which the Licensors agree to grant certain licenses to the Licensee; and

WHEREAS, the Licensors now desire to grant the licenses required under the Settlement Agreement.

NOW, THEREFORE, for good and valuable consideration, recited here and in the Settlement Agreement, the receipt and adequacy of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions. Capitalized terms not otherwise defined in this Agreement or the Settlement Agreement shall have the following meanings:
  - a. "Automatic Tank Gauge" means an automatic tank gauge which is a permanently installed in either an underground or above-ground storage tank to measure fluid level in the tank.
  - b. "Documentation" shall mean all documentation, whether in printed or electronic form, related to the Software and/or Hardware provided by Licensors to Licensee.
  - c. "End-User License" means a license either implied by law, or an express written license which entitles a customer to use, but not to modify in any way or to sell except as part of a sale of the customer's assets.
  - d. "Firmware" means the programs, routines, and symbolic languages that control the functioning of the Hardware and direct its operation and that are stored in read-only memory that were ever utilized in the USTest 2001 and USTest 2001/P on or before September 12, 2001, including, without limitation, the Firmware set forth in **Exhibit 1**, attached hereto and made a part hereof.

e. "Hardware" means the physical components including the mechanical, magnetic, electronic, and electrical devices comprising either the USTest 2001 or the USTest 2001/P that were ever utilized in the USTest 2001 and USTest 2001/P on or before September 12, 2001, including, without limitation, the Hardware set forth in **Exhibit 1**, attached hereto and made a part hereof.

f. "Improvements" shall mean all modifications, advancements, alterations, derivative works, enhancements and additions made to the USTest Technology after September 12, 2001.

g. "Mobile Precision Testing Device" means an ultrasonic device used to measure the volume of fluid in an enclosed space which is not installed or inserted into such enclosed space for a period exceeding twenty four (24) hours.

h. "Parties" shall mean the Licensors and the Licensee.

i. "Patent" shall mean United States Patent No. 5,568,449 entitled "Methods and Apparatus for Use in Ultrasonic Ranging" issued October 22, 1996 the fullest extent the Patent or any of the rights thereto were acquired by any Licensor.

j. "Software" means the programs, routines, and symbolic languages that control the functioning of the Hardware and Firmware and direct their operation and that are stored in read/write memory that were ever utilized (whether in object code, executable code, Source Code or any other form) in the USTest 2001 and USTest 2001/P on or before September 12, 2001, including, without limitation, the software set forth in **Exhibit 1**, attached hereto and made a part hereof.

k. "Source Code" means the human readable embodiment of software code in printed, machine readable, electronic or any other form including, to the extent such exists, all comments, test suites, technical and other documentation necessary for a reasonably skilled computer programmer to understand and use the Source Code.

l. "SSP" means Susser Holdings, L.L.C. and/or Susser Holdings Corporation and/or companies owned or controlled by Susser Holdings, L.L.C and/or Susser Holdings Corporation.

m. "Swift" means Swift Transportation, Inc. and/or companies owned or controlled by Swift Transportation, Inc.

n. "USTest Technology" means all patents, processes, intellectual property, technology, Hardware, Firmware, Software and documentation underlying the USTest 2001 and the USTest 2001/P created on or before September 12, 2001 by USTI to the fullest extent, and only to the extent, any of the foregoing or any of the rights thereto were acquired by any Licensor.

o. "Ultrasonic Fluid Measurement Device" means an apparatus which meets each and every of the following criteria: (1) an apparatus that is in any way derived from or which utilizes the USTest Technology or Improvements, including, without limitation: (i) any portion of any of the Hardware or Software licensed hereunder; and (ii) any piece of the Hardware or Software listed on **Exhibit 1** and any Improvements thereto, (2) an apparatus that is permanently installed in an underground or aboveground storage tank, and (3) an apparatus using ultrasound to measure fluid levels for any purpose. If an apparatus meet such criteria it shall be deemed an Ultrasonic Fluid Measurement Device whether or not it meets any applicable regulation of the United States Environmental Protection Agency. An Ultrasonic Fluid Measurement Device shall not include any software program or services related to communicating with, monitoring or polling of any apparatus. Furthermore, a Mobile Precision Testing Device shall be deemed not to be an Ultrasonic Fluid Measurement Device.

p. "USTI" shall mean the company known as USTest, Inc.

q. "USTest 2001" means any apparatus ever marketed by USTI as an Automatic Tank Gauge.

r. "USTest 2001/P" means any apparatus, including related ullage testing, ever marketed by USTI as a Mobile Precision Testing Device.

2. License Grant.

a. USTest Technology License. Each Licensor hereby grants to Licensee:

i. An unlimited, worldwide, perpetual, royalty-free, license, without the right to sublicense except as herein provided, to possess and use in any manner Licensee sees fit, the USTest Technology including, without limitation, for any and all of Licensee's business purposes, including its own internal business;

ii. an unlimited, worldwide, perpetual, royalty-free exclusive license, with full rights to sublicense Improvements made by Licensee, to any and all Improvements made by Licensee to use such Improvements for any and all of Licensee's business purposes, including its own internal business.

b. Except as provided herein, the USTest Technology license granted in Section 2(a)(i) shall be exclusive in the United States until September 30, 2009 and shall thereafter automatically convert to a non-exclusive license retaining all other rights and licenses granted herein. The license provided in 2(a)(ii) above shall be exclusive forever. Other than the restrictions set forth in this section there are no restrictions whatsoever on Licensee's use of the Technology and/or the Improvements made by Licensee. As such, Licensee may develop any products or services using all or part of the USTest Technology including, without limitation, Automatic Tank Gauges, and Mobile Precision Testing Devices.

Licensee shall have the right to share or sublicense the USTest Technology to third-parties, including without limitation, consultants, engineers, vendors, manufacturers or distributors, solely to the extent necessary to manufacture, assemble, distribute, sell or make Improvements to the USTest Technology for and on behalf of Licensee. There shall be no restriction on the issuance of End-User Licenses by Licensee. Other than as set forth herein, Licensee shall not have the right to sublicense, assign, transfer or otherwise convey its rights under the license granted in Sections 2(a)(i) to any third party.

c. Patent License. Except as described herein, each Licensors hereby grants to Licensee an unlimited, worldwide, perpetual, royalty-free license and right, without the right to sublicense except as herein provided, to make, have made, use, sell, transfer or dispose of products, processes and systems which are covered in whole or in part by any claims of the Patent. Except as provided herein, the license granted in this subsection (c) shall be exclusive in the United States until September 30, 2009 and shall thereafter automatically convert to a non-exclusive license retaining all other rights and licenses granted herein. Other than the restrictions set forth in this section there are no restrictions whatsoever on Licensee's use of the Patent and/or the Improvements made by Licensee. Licensee may develop any products or services under the claims of the Patent including, without limitation, Automatic Tank Gauges, and Mobile Precision Testing Devices. Licensee shall have the right to share or sublicense the Patent to third-parties, including without limitation, consultants, engineers, vendors, manufacturers, or distributors, solely to the extent necessary to manufacture, assemble, distribute, sell or make Improvements to the Patent for and on behalf of Licensee. There shall be no restriction on the issuance of End-User Licenses by Licensee. Other than as set forth herein, Licensee shall not have the right to sublicense, assign, transfer or otherwise convey its rights under the license granted in Section 2(c) to any third party.

d. Copies of Licensed Documentation. Each Licensors hereby grants to Licensee the right to make any number of copies of the Software and Documentation for distribution.

e. Ownership of Improvements. Notwithstanding anything to the contrary herein contained, a Party making any Improvements to the USTest Technology shall retain all right, title and interest in and to such Improvements, including all intellectual property represented thereby or associated therewith, and no license or assignment, by implication, estoppel or otherwise, is granted by such party to any other Party to make, have made, use, or sell any product using such Improvements or a license under any patent, patent application, utility model, copyright, trade secret, trademark, service mark or any other similar industrial or intellectual property right. The Party creating or inventing an Improvement shall be entitled to file applications to secure the patent rights, copyrights or other similar intellectual property rights inherent therein.

f. Possession of USTest 2001/P Software. Licensee acknowledges that, while Licensors are granting Licensee certain rights with respect to the USTest 2001/P software pursuant to this Agreement, Licensors may not have delivered possession of Source Code for such software to Licensee and that one or more copies of such Source Code may be in the

possession of third parties. To the maximum extent permitted under law, each Licensor hereby authorizes Licensee to take any and all lawful actions against any third party in possession of such Source Code for the purpose of obtaining possession thereof. The granting of a license under this Agreement shall in no way create any obligation upon Licensors (beyond the obligations set forth in the Settlement Agreement or the documents attached thereto) to produce or deliver any USTest Technology to Licensee.

g. Pursuit of Claims. Licensor hereby grants Licensee the right, but Licensee does not accept any obligation, to pursue claims against any third party, at Licensee's own expense, for the enforcement of any protection granted to the Licensor by contract, statute or common law to any and all of the USTest Technology.

3. No Restrictions on Licensee. Other than the restrictions to sublicense, transfer or assign provided in Section 2(a)(i), 2(b) and 2(c), there are absolutely no restrictions of Licensee's rights to the USTest Technology and Improvements under this Agreement and no Licensor shall have any control whatsoever over Licensee's use of the USTest Technology or Improvements made thereto by Licensee. Licensee may: (a) develop any product and/or service Licensee desires utilizing any part of the Technology or Improvements; (b) modify, translate, decompile, reverse engineer, disassemble, or otherwise determine or attempt to determine the source code of the Software or design of the Hardware; (c) create any derivative works based upon or utilizing the USTest Technology including, but not limited to Ultrasonic Fluid Measurement Devices and Mobile Precision Testing Devices; or (d) modify, advance, alter, enhance, improve and make additions or deletions to the USTest Technology.

4. Restrictions on Licensor.

- a. Sale or Installation of Ultrasonic Fluid Measurement Devices. Except as provided herein, Licensors and their officers, agents, shareholders, employees or contractors shall not, directly or indirectly, sell, install or allow the sale or installation of any Ultrasonic Fluid Measurement Device in the United States prior to September 30, 2009. The Parties agree and acknowledge that any violation of the restrictions set forth in this section shall trigger the liquidated damages provisions of this Agreement. Notwithstanding the foregoing, Licensors shall have no liability to any Licensee for the sale or installation of any Ultrasonic Fluid Measurement Device made by any third party without authorization by, through, or under Licensors.
- b. Non-Assignment and Restriction on Further Sublicenses. Licensors and their officers, agents, shareholders, employees or contractors shall not, directly or indirectly, prior to September 30, 2011, (1) issue any additional licenses with respect to the USTest Technology or Improvements for the sale or installation of Ultrasonic Fluid Measurement Devices in the United States, (2) assign any interest with respect to the USTest Technology or Improvements made by any Licensor for the sale or installation of Ultrasonic Fluid Measurement Devices in the United States, (3) transfer any rights with respect to the USTest Technology or

Improvements made by any Licensor for the sale or installation of Ultrasonic Fluid Measurement Devices in the United States. Any of the above shall be deemed an "Unauthorized Transfer" triggering the remedies provided in Sections 7(b) and 7(c) of this Agreement.

c. Usage of Underwriters Laboratories Files and Third-Party E.P.A. Certifications.

i. Automatic Tank Gauges and Ultrasonic Fluid Measurement Devices.

With the sole exceptions of sales to SSP and Swift, the Licensors shall obtain separate Underwriters Laboratories listings and Third-Party E.P.A. certifications prior to selling or installing Automatic Tank Gauges based on the USTest Technology or Improvements thereto after September 30, 2009. Prior to obtaining such separate listings and third-party certifications, Licensors further agree not to sell any Ultrasonic Fluid Measurement Device to SSP or Swift that purports to be listed by Underwriter's Laboratories or have third-party E.P.A. certification unless such Underwriter's Laboratories listing and/or third-party E.P.A. certification has been independently obtained.

ii. Mobile Precision Testing Devices. Prior to selling any Mobile Precision Testing Device after the Effective Date, Licensors must obtain separate third-party E.P.A. certification. Licensors acknowledge that after the Effective Date, no currently-existing third-party E.P.A. certification shall apply to any Mobile Precision Testing Device sold by Licensors.

d. Limitation of Restrictions:

- i. Except for the restrictions described in Section 4(c) above, Licensor may sell any product based on the USTest Technology to SSP for SSP's own use without restrictions. No Licensor shall authorize SSP to resell any new Ultrasonic Fluid Measurement Device and Licensor agrees to expressly prohibit any such resales in their agreements with SSP.
- ii. Except for the restrictions described in Section 4(c) above, Licensor may sell any product based on the USTest Technology to Swift for Swift's own use without restrictions. No Licensor shall authorize Swift to resell any new Ultrasonic Fluid Measurement Device and Licensor agrees to expressly prohibit any such resales in their agreements with Swift.
- iii. Licensor may sell any product or service based on USTest Technology internationally (i.e.: outside of the United States).
- iv. Except as provided in Section 4(c) above, the above covenants shall not be violated by (1) sales or installation by Licensor of independently (from the



USTest 2001) Underwriters Laboratories Listed and third-party E.P.A. certified Ultrasonic Fluid Measurement Devices in the United States after September 30, 2009, (2) sales by Licensor of independently (from the USTest 2001/P) Third-Party E.P.A. certified Mobile Precision Testing Devices at any time within the United States, and (3) any transactions by Licensor regarding international rights to the USTest Technology (sales, licenses, assignments or any other transfers).

5. Sharplin Parties' Special Representations Regarding USTest Technology.

- a. Issuance of Licenses by Licensors. Licensors hereby represent and warrant that, there have been no licenses issued or assignments made by, through or under any Licensor relating to the USTest Technology to any individual, company or entity other than (i) Licensee, (ii) another Licensor, (iii) End-User Licenses issued to SSP or Swift, (iv) End-User Licenses issued to purchasers of Mobile Precision Testing Devices, or (v) licenses or assignments related to rights to the USTest Technology outside the United States.
- b. Rights to USTest Technology. Licensors hereby represent and warrant to Licensee that, other than as expressly set forth in this Agreement, no Licensor has sold, transferred, assigned, pledged, licensed or encumbered any of the rights they may have in or to the USTest Technology.
- c. Limitations on Certain Representations regarding USTest Technology. Licensors make no representation or warranty that persons, companies or entities other than those acting by, through or under Licensors do not make claims to rights to the USTest Technology.
- d. Licensors make no representation or warranty regarding any sale, transfer, assignment, pledge, license or encumbrance of any of the rights to the USTest Technology made by or through Sound Services, Inc., also known as Sound Services, Ltd., Inc. or James Mitchell prior to September 12, 2001.

6. Disclaimer of Warranties.

- a. Nothing in this Agreement shall be construed as:
  - i. A warranty or representation by any Licensor as to the validity or scope of the Patent; or
  - ii. A warranty or representation that anything made, used, sold or otherwise disposed of under any license granted in this Agreement is or will be free from infringement of patents or other proprietary rights of third parties, except for the representations and warranties provided in Sections 5(a) and 5(b); or

- iii. A requirement that any Licensor shall file any patent application or secure any patent; or
- iv. An obligation to bring or prosecute actions or suits against third parties for infringement; or
- v. Conferring a right to use in advertising, publicity or otherwise the name of the inventor of the Patent without prior written consent of any Licensor; or
- vi. Granting by implication, estoppel, or otherwise, any licenses or rights under patents and/or patent applications of any Licensor other than the Patent, regardless of whether such other applications/patents are dominant, subordinate, or an improvement to the Patent; or
- vii. Conferring upon any person (1) any immunity from or defenses under the antitrust laws, (2) any immunity from a charge of patent misuse made by third parties except such third parties for which there is an express warranty herein, or (3) any immunity from the operation of state or Federal law; or
- viii. An obligation to maintain the Patent, to make any payment to any third party or governmental entity, including without limitation any maintenance fee, for any purpose related to the Patent, or to file any documents or provide any information to any third party or governmental entity related to the Patent.
- ix. Except as specifically provided otherwise herein. Licensors make no representations, extend no warranties of any kind, either express or implied, and assume no responsibility whatever with respect to use, sale, or other disposition by the Licensee or its vendees or other transferees of products incorporating or made by the use of Patents under this Agreement. Except as expressly set forth in this Agreement, Licensors disclaim all other representations and warranties, express, implied or statutory, including but not limited to any implied warranties of title, infringement, satisfactory quality, merchantability, fitness for a particular purpose and any warranties arising out of usage of trade or course of dealing.

7. Liquidated Damages.

- a. Licensor hereby agrees to pay Licensee jointly (and not severally) ten thousand and no/100 dollars (\$10,000) for each Ultrasonic Fluid Measurement Device sold by a Licensor in violation of Section 4(a).
- b. Licensor hereby agree to pay Licensee jointly (and not severally) one hundred percent (100%) of all payments and revenues received by Licensor from an Unauthorized Transfer (as defined in Section 4(b)) by any Licensor.
- c. Any Unauthorized Transfer shall be void or voidable at Licensee's sole discretion.

8. General. In addition to the Dispute Resolution and Miscellaneous Terms set forth in the Settlement Agreement, the Parties further agree to the following general terms to be applied to this Agreement:

a. Each Party is an independent contractor in relation to the other Parties with respect to all matters arising under this Agreement. Nothing herein will be deemed to establish a partnership, joint venture, association or employment relationship between the Parties.

b. THIS AGREEMENT IS MADE ACCORDING TO THE LAWS OF THE STATE OF TEXAS, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

c. This Agreement is binding on and inures to the benefit of the Parties and, as the case may be, their respective affiliates, heirs, executors, administrators, legal representatives, successors, employees, agents, and assigns, or their respective owners, partners, officers, directors, shareholders, employees, agents, representatives, insurers, successors, and assigns.

d. The Parties agree to execute and deliver to each other any and all additional documentation reasonably required to effectuate the terms of this Agreement.

e. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A true and correct copy of this Agreement shall also have the same force and effect as an original thereof.

f. This Agreement has been prepared and drafted by the joint efforts of the respective attorneys for each of the Parties and thus shall not be construed against any of the Parties by reason of identity of the preparer or drafter of the Agreement.

g. If, after the date of its execution, any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, such provision(s) shall be fully severable and the validity of the remaining provisions shall not be affected.

h. All disputes arising out of or in any way relating to this Agreement, including the interpretation of this Agreement and the Parties' obligations hereunder, shall be resolved in accordance with the dispute resolution procedures set forth in the Settlement Agreement.

i. Licensee acknowledges that the rights to the USTest Technology granted under this Agreement have been granted by Licensors collectively and agrees not to make any claim against any Licensor individually for failing to grant a license to the USTest Technology so long as Licensee did, in fact, acquire such a license from another Licensor.

j. The Parties agree and acknowledge that all transfers of information, documents and/or materials regarding the USTest Technology are addressed under the terms of the Settlement Agreement. Consequently, there are no transfers of information, documents or

materials required under the terms of this Agreement.

Agreed to by the parties as of the Effective Date.

**UStest Licensing, Inc.**

By: [Signature]  
Name: ARTHUR D. SHARPLIN, JR

Title: PRESIDENT

Date: MARCH 1, 2007

**Site Controls, Inc.,**

By: [Signature]  
Name: DANIEL SHARPLIN

Title: PRESIDENT

Date: MARCH 1, 2007

**SCL Partners, Ltd.**

BY: AXIS INTEGRATED SOLUTIONS, INC.  
ITS GENERAL PARTNER

By: [Signature]  
Name: DAN SHARPLIN

Title: PRESIDENT

Date: MARCH 1, 2007

**Axis Integrated Solutions, Inc.**

By: [Signature]  
Name: DANIEL SHARPLIN

Title: PRESIDENT

Date: MARCH 1, 2007

**Sound Products Manufacturing, Inc.**

By: [Signature]  
Name: ARTHUR D. SHARPLIN, JR

Title: PRESIDENT

Date: MARCH 1, 2007

**ADS Services, Inc.**

By: [Signature]  
Name: ARTHUR D. SHARPLIN, JR

Title: PRESIDENT

Date: MARCH 1, 2007

**Extended Controls, L.P.**

BY: EXTENDED CONTROLS, CP INC.  
ITS GENERAL PARTNER

By: [Signature]  
Name: DANIEL SHARPLIN

Title: PRESIDENT

Date: MARCH 1, 2007

**Arthur Daniel Sharplin**

By: [Signature]  
Name: N/A

Title: N/A

Date: MARCH 1, 2007

Southwest Environmental Services, Inc.

By: Michael Gibson

Name: Michael Gibson

Title: President

Date: March 1, 2007

## **EXHIBIT 1**

Any of the following items of software or hardware ever in existence on or before September 12, 2001:

### **SOFTWARE AND FIRMWARE**

1. Any version of the USTest 2001 or USTest 2001/P Xilinx Source Code or executable code including any derivative thereof.
2. Any version of the USTest 2001 or USTest 2001/P Software designed to run on a personal computer, whether built into the unit or stand-alone, designed to run on any operating system, including without limitation, DOS, any version of Windows.
3. Any version of the USTest 2001 or USTest 2001/P 87C196 Source Code or executable code or derivative thereof used by the USTest 2001 or USTest 2001/P

### **HARDWARE**

1. The USTest 2001 or USTest 2001/P probe or any derivative of the USTest 2001 or USTest 2001/P probe, including without limitation, any Ultrasonic Fluid Measurement Device or Mobile Precision Testing Device using the same transducer or reflecting/calibration rods, or any derivative thereof.
2. Any prior version of the USTest 2001 or USTest 2001/P probe including any transducer or reflecting/calibration rods, or any derivative thereof.
3. Any Ultrasonic Fluid Measurement Device or Mobile Precision Testing Device made under the claims of United States Patent No. 5,568,449 entitled "Methods and Apparatus for Use in Ultrasonic Ranging."