

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/29/2007
CONVEYING PARTY DATA	
Name	Execution Date
DTE Energy Technologies, Inc.	01/29/2007
RECEIVING PARTY DATA	
Name:	UTILX Corporation
Street Address:	22820 Russell Road
City:	Kent
State/Country:	WASHINGTON
Postal Code:	98032
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6809523
CORRESPONDENCE DATA	
Fax Number:	(206)224-0779
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(206)682-8100
Email:	efiling@cojk.com
Correspondent Name:	John D. Denkenberger, Esq.
Address Line 1:	Christensen O'Connor Johnson Kindness
Address Line 2:	1420 Fifth Avenue, Suite 2800
Address Line 4:	Seattle, WASHINGTON 98101-2347
ATTORNEY DOCKET NUMBER:	UTLX130481
NAME OF SUBMITTER:	John D. Denkenberger
Total Attachments: 3	
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PATENT
REEL: 020462 FRAME: 0023

ASSIGNMENT OF PATENTS

WHEREAS, DTE Energy Technologies, Inc., a Michigan corporation having a place of business at 2000 Second Avenue, Detroit, Michigan 48226 ("**Assignor**"), owns the right, title and interest in and to each of the patents and patent applications listed in **Annex A** attached hereto and incorporated herein by reference (all of such patents and patent applications are herein referred to as the "**Patents**");

WHEREAS, UTILX Corporation, a Delaware corporation having a place of business at 22820 Russell Road, Kent, Washington 98064 ("**Assignee**"), desires to acquire the entire right, title and interest in and to each of the Patents;


Atty of Rec.
2.4.08
Date

NOW, THEREFORE, effective as of the Closing, as defined in Section 2.6 of that certain Asset Purchase Agreement dated as of January 29, 2007 (the "**Agreement**") by and among Assignor and Assignee, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor:

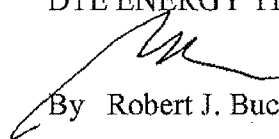
1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Patents, any and all continuations, divisions, reissuances, renewals and extensions thereof, and any and all claims, causes of action and rights to sue for past, present and future infringement or unconsented use of the Patents; the same to be held and enjoyed by Assignee and its successors and assigns entirely as if the same would have been held and enjoyed by Assignor had this sale and assignment not been made.
2. Assignor hereby covenants that no sale, assignment, agreement or encumbrance has been or will be made or entered into that would conflict with this Assignment of Patents.
3. This Assignment of Patents is executed in furtherance of the transactions contemplated by the Agreement, is entitled to the benefits thereof, and is not intended to expand or contract the rights, obligations and/or warranties of the parties under the Agreement. In the event of a conflict between this Assignment of Patents and the Agreement, the Agreement shall govern.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Assignment of Patents as of this 20th day of January, 2007.

ASSIGNOR:

DTE ENERGY TECHNOLOGIES, INC.


By Robert J. Buckler

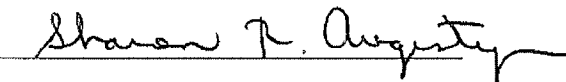
Title President and Chief Executive Officer

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

On January 29, 2007, before me, a Notary Public in and for said State, personally came Robert J. Buckler, to me known (or proved to me on the basis of satisfactory evidence), who, before me duly sworn, did depose and say that he is the President and Chief Executive Officer of DTE Energy Technologies, Inc., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

WITNESS my hand and official seal.

(SEAL)



Signature

SHARON R. AUGUSTYN
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Nov 12, 2012
ACTING IN COUNTY OF WAYNE

Annex A
to Assignment of Patents

Application No.	Filing Date	Patent No.	Date of Issuance	Jurisdiction
09/174,032	10/16/1998	6,809,523	10/26/2004	U.S.
2,273,526	6/3/1999			Canada