

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| B27, LLC | 07/24/2008 |
| RECEIVING PARTY DATA | |
| Name: | Madison Capital Funding LLC, as Agent |
| Street Address: | 30 South Wacker Drive, Suite 3700 |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60606 |
| PROPERTY NUMBERS Total: 3 | |
| Property Type | Number |
| Patent Number: | 6164308 |
| Patent Number: | 6354318 |
| Patent Number: | 6234030 |
| CORRESPONDENCE DATA | |
| Fax Number: | (312)863-7865 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 312-201-3865 |
| Email: | sharon.patterson@goldbergekohn.com |
| Correspondent Name: | Sharon Patterson |
| Address Line 1: | c/o Goldberg Kohn, 55 E. Monroe St. |
| Address Line 2: | Ste. 3300 |
| Address Line 4: | Chicago, ILLINOIS 60603 |
| ATTORNEY DOCKET NUMBER: | 4975.160 |
| NAME OF SUBMITTER: | Sharon Patterson |

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Total Attachments: 5
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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of July 24, 2008, by B27, LLC, a Delaware limited liability company ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor as Borrower, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and for the ratable benefit of the Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the UCC) (as such term is defined in the Collateral Agreement) (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Licenses (as each of such terms is defined in the Collateral Agreement) to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all Proceeds (as such term is defined in the Collateral Agreement) of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and

affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

B27 LLC, a Delaware limited liability company

By: _____
Name: Dennis Leary
Title: Vice President

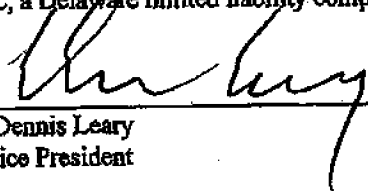
ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Pete Notter
Title: Vice President

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

B27 LLC, a Delaware limited liability company

By: 
Name: Dennis Leary
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: _____
Name: _____
Title: _____

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS

| Patent Name | Patent Number | Issue Date |
|--|----------------------|-------------------|
| SYSTEM AND METHOD FOR HANDLING MULTIPHASE FLOW | 6,164,308 | 12/26/2000 |
| SYSTEM AND METHOD FOR HANDLING MULTIPHASE FLOW | 6,354,318 | 3/12/2002 |
| MULTIPHASE METERING METHOD FOR MULTIPHASE FLOW | 6,234,030 | 5/22/2001 |

PATENT APPLICATIONS

| Patent Name | Application Number | Filing Date |
|--------------------|---------------------------|--------------------|
| None. | | |
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PATENT LICENSES

| Name of Agreement | Parties | Date of Agreement |
|--------------------------|----------------|--------------------------|
| None. | | |
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