

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	05/05/2006
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Teledyne MGD, Inc., formerly MGD Technologies, Inc.	05/05/2006
<b>RECEIVING PARTY DATA</b>	
Name:	Teledyne Isco, Inc.
Street Address:	4700 Superior Street
City:	Lincoln
State/Country:	NEBRASKA
Postal Code:	68504
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	10580308
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(805)373-4672
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	805-373-4885
Email:	wbillingsley@teledyne.com
Correspondent Name:	Wendy K. Billingsley
Address Line 1:	1049 Camino Dos Rios
Address Line 2:	IP Dept
Address Line 4:	Thousand Oaks, CALIFORNIA 91360
ATTORNEY DOCKET NUMBER:	240P-2003-003US2
NAME OF SUBMITTER:	Wendy K. Billingsley
<p>Total Attachments: 11</p> <p>source=060505 Assignment from Teledyne MGD to Teledyne Isco#page1.tif</p>	

CH \$40.00 10580308

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**PATENT**  
**REEL: 023139 FRAME: 0410**

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ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT OF PATENT RIGHTS (this "Assignment") is made as of May 5, 2006.

WHEREAS, Teledyne MGD, Inc., a California corporation ("Assignor") is the owner of the patent listed on Exhibit A attached hereto and incorporated herein (the "Patent"), and desires to grant, convey, sell, assign, transfer and deliver to Teledyne Isco, Inc., a Nebraska corporation (the "Assignee") and the Assignee desires to accept from Assignor, all of Assignor's right, title and interest in and to the Patent, according to the terms and subject to the conditions of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees, intending to be legally bound, as follows:

1. Assignor hereby grants, conveys, sells, assigns, transfers and delivers to Assignee and to Assignee's successors, assigns, transferees and legal representatives all of Assignor's right, title and interest in, for all countries, to (i) the right to apply in foreign countries or any other jurisdiction for patents on the inventions covered by the Patent (the "Inventions"), (ii) the Patent and any and all other patents of the United States and foreign countries which may be issued for the Inventions, (iii) any currently pending registrations or applications related to the Patent or the Inventions, (iv) any reissue or reissues, continuations, continuations in part and divisions of any of the foregoing, and (v) all claims for damages and equitable relief by reason of past infringement of the Patent, with the right to sue for and collect the same for its own account.
2. Assignor and Assignee shall execute and deliver, or cause to be executed and delivered, from time to time hereafter, upon request, all such further documents and instruments and shall do and perform all such acts as may be reasonably necessary or reasonably desirable to give full effect to the intent of this Assignment and to properly vest title to the transferred assets in Assignee, its successors, assigns or nominees.
3. Assignor authorizes and requests the Commissioner of Patents and Trademarks to recognize this Assignment of the aforesaid Patent of the United States to Assignee, and Assignor hereby consents that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said Assignee to claim the aforesaid benefit of the right of priority provided by any international convention or treaty.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS HEREOF executed on the day and year first above written.

ASSIGNOR:

Teledyne MGD, Inc., a California corporation

By:

Name: Al Pichelli

Address: 12333 W. Olympic Blvd  
Los Angeles, CA. 90064

Tel: (310) 893-1600

Fax: (310) 893-1607

EXHIBIT A

PATENTS

Page 1 of 1

Patents

<u>Country</u>	<u>Patent No.</u>	<u>Title</u>	<u>Issue Date</u>
USA	6,983,208	Method and Apparatus for Combined Measurements of Concentration, Distribution and Flow Velocity of Suspended Solids	11/24/2003

A0637118

State of California  
Secretary of State



I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That the attached transcript of 8 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

DEC 09 2005

A handwritten signature in cursive script, reading "Bruce McPherson".

BRUCE McPHERSON  
Secretary of State

A0637118

AGREEMENT OF MERGER  
MERGING  
TI MERGER SUB, INC.  
WITH AND INTO  
MGD TECHNOLOGIES INC.

ENDORSED - FILED  
In the office of the Secretary of State  
of the State of California

NOV 30 2005

November 30, 2005

Pursuant to Section 1103 of the California General Corporation Law ("CGCL"), MGD Technologies Inc., a California corporation, hereby submits the following agreement of merger ("Agreement of Merger") and applicable officers' certificates, whereby TI Merger Sub, Inc., a California corporation, will merge with and into MGD Technologies Inc. (the "Merger").

1. Corporations. The names and places of incorporation of the corporations planning to merge pursuant to this Agreement of Merger are as follows:

- (a) MGD Technologies Inc., a California corporation ("MGD"); and
- (b) TI Merger Sub, Inc., a California corporation ("Merger Sub").

2. Surviving Corporation. MGD shall be the surviving corporation of the Merger (MGD is sometimes hereinafter referred to as the "Surviving Corporation"). The separate existence of Merger Sub shall cease upon the effective date of the Merger (the "Effective Date"). The Effective Date, as used herein, shall mean 11:59 p.m. (Pacific Daylight Time) on the date on which this Agreement of Merger has been duly filed with the Secretary of State of California. The Merger shall have the effects set forth in Section 1107 of the CGCL and all other effects specified in the CGCL.

3. Articles of Incorporation. The Articles of Incorporation of MGD upon the Effective Date shall be the Articles of Incorporation of the Surviving Corporation and shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the CGCL, except that Article I of the Articles of Incorporation of the Surviving Corporation shall be amended and restated to read as follows: "The name of this Corporation is Teledyne MGD, Inc."

4. Directors and Officers. The directors of Merger Sub immediately before the Effective Date will be the directors of the Surviving Corporation and the officers of Merger Sub immediately before the Effective Date will be the Surviving Corporation's officers.

5. Boards of Directors' Approval. The Boards of Directors of MGD and Merger Sub, respectively, have approved the terms of this Agreement of Merger.

6. Shareholders' Approval. The shareholders of MGD and Merger Sub, respectively, have approved the terms of this Agreement of Merger.

7. Effect on Capital Stock. At the Effective Date, by virtue of the Merger and without any further action on the part of MGD, Merger Sub or the shareholders of such entities:

(a) Capital Stock of Merger Sub. Each issued and outstanding share of capital stock of Merger Sub will be converted into and become one fully paid and nonassessable share of common stock of the Surviving Corporation.

(b) Conversion of MGD Common Stock. Each share of MGD Common Stock (the "Company Stock") issued and outstanding immediately prior to the Effective Date will be converted into the right to receive \$25.50 per share (the "Closing Date Merger Consideration"). After the Effective Time and until surrendered for payment, each Company Stock certificate and any uncertificated security (as defined in Section 191.1 of the CGCL) representing a share of Company Stock will represent only the right to receive the Closing Date Merger Consideration, without interest.

(c) Options. At the Effective Time, each option and warrant for purchase of Company Stock (the "Company Option") will be terminated and converted into the right to receive from the Surviving Corporation an amount of cash equal to the product of (i) the number of shares of Company Stock subject to the Company Option (which shall have been deemed to be fully vested and exercisable) and (ii) the excess, if any, of the Closing Date Merger Consideration over the exercise price per share of such Company Option (the "Option Consideration"), with no payment being required when the difference is not a positive number. The Board of Directors of the Company shall take any and all action necessary to effectuate the matters described herein on or before the Effective Time. Any amounts payable pursuant to this section shall be subject to any required withholding of taxes and shall be paid without interest.

(d) Treasury Shares. At the Effective Time, each share of Company Stock held in the MGD's treasury shall be cancelled without payment of any consideration.

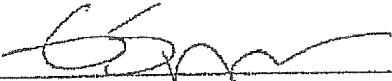
8. Filing without Certificate of Satisfaction. In accordance with Section 1107.5 of the CGCL, (i) the articles of incorporation of Merger Sub were filed less than 60 days prior to the date of filing of the merger and (ii) the Surviving Corporation is a domestic corporation, and therefore, Merger Sub is not required to obtain a certificate of satisfaction from the Franchise Tax Board in connection with this Merger.

9. Further Assurances. Merger Sub and MGD shall, from time to time, take all such actions, and execute and deliver, or cause to be executed and delivered, all such instruments and documents, as may be deemed necessary or advisable to carry out the intent and purpose of the Merger.



IN WITNESS WHEREOF, the duly authorized, undersigned officers execute the Agreement of Merger on behalf of their respective corporations on the date first written above.

MGD Technologies Inc.

By: 

Name: Gary N. Skipper

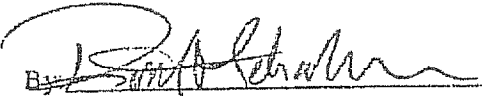
Its: President and Secretary

By: 

Name: Steve Greene

Its: Chief Financial Officer, Treasurer  
and Assistant Secretary

TI MERGER SUB, INC.

By: 

Name: Robert Mehrabian

Its: Chairman of the Board and Chief  
Executive Officer

By: 

Name: John T. Kuelbs

Its: Executive Vice President, General  
Counsel and Secretary

CERTIFICATE OF APPROVAL  
OF  
AGREEMENT OF MERGER

November 30, 2005

The undersigned certify that:

1. They are the Chairman of the Board and Chief Executive Officer and Executive Vice President, General Counsel and Secretary, respectively, of TI Merger Sub, Inc., a California corporation ("Merger Sub").

2. The Agreement of Merger in the form attached was duly approved by the board of directors of Merger Sub.

3. The principal terms of the Agreement of Merger in the form attached were approved by Merger Sub by a vote of the number of shares which exceeded the vote required.

4. Merger Sub has only one class of shares and the total number of outstanding shares entitled to vote on the Merger is 1,000.

5. The percentage vote required for the approval of the outstanding shares (as defined in Section 152 of the California General Corporation Law) was more than fifty percent.

The undersigned further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct to their own knowledge.

*[Signature page follows]*

Executed on November 30, 2005.

A handwritten signature in dark ink, appearing to read 'Robert Mehrabian', written over a horizontal line.

Robert Mehrabian  
Chairman of the Board and Chief Executive  
Officer

A handwritten signature in dark ink, appearing to read 'John L. Kuelbs', written over a horizontal line.

John L. Kuelbs  
Executive Vice President, General Counsel  
and Secretary

CERTIFICATE OF APPROVAL  
OF  
AGREEMENT OF MERGER

November 30, 2005

The undersigned certify that:

1. They are the President and Secretary and Chief Financial Officer, Treasurer and Assistant Secretary, respectively, of MGD Technologies Inc., a California corporation ("MGD").

2. The Agreement of Merger in the form attached was duly approved by the board of directors of MGD.

3. The principal terms of the Agreement of Merger in the form attached were approved by MGD by a vote of the number of shares which exceeded the vote required.

4. There is only one class of shares and the number of shares outstanding and entitled to vote on the Merger is 150,000.

5. The percentage vote required for the approval of the outstanding shares (as defined in Section 152 of the California General Corporation Law) was more than fifty percent.

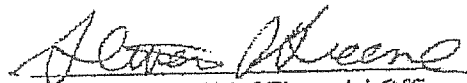
The undersigned further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct to their own knowledge.

*[Signature page follows]*

Executed on November 30, 2005.



Gary N. Skipper, President and Secretary



Steve Greene, Chief Financial Officer,  
Treasurer and Assistant Secretary

