

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Marsh McBirney, Inc.	11/16/2009
RECEIVING PARTY DATA	
Name:	McCrometer Inc.
Street Address:	3255 West Stetson Avenue
City:	Hemet
State/Country:	CALIFORNIA
Postal Code:	92545
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5398552
CORRESPONDENCE DATA	
Fax Number:	(312)360-9315
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3123600080
Email:	docket@gbclaw.net
Correspondent Name:	Greer, Burns & Crain, Ltd.
Address Line 1:	300 South Wacker Drive
Address Line 2:	Suite 2500
Address Line 4:	Chicago, ILLINOIS 60606-6771
ATTORNEY DOCKET NUMBER:	1332.78086
NAME OF SUBMITTER:	Christopher S. Hermanson
Total Attachments: 3 source=G42489#page1.tif source=G42489#page2.tif source=G42489#page3.tif	

CH \$40.00 5398552

AGREEMENT

This Agreement is made and effective as of the date of execution below and is by and between Marsh McBirney, Inc., a corporation having a principal place of business at 4539 Metropolitan Court, Frederick, Maryland 21701 ("MARSH MCBIRNEY") and McCrometer Inc., a corporation having a principal place of business at 3255 West Stetson Avenue, Hemet, California 92545 ("MCCROMETER").

WHEREAS MARSH MCBIRNEY asserts that it is the owner of all rights and interest in the patents and patent applications identified in attached Exhibit A;

WHEREAS MCCROMETER is interested in purchasing the patents and patent applications identified in Exhibit A and is desirous of acquiring the entire rights and interest in, to the patents and patent applications;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that in consideration of the payment by MCCROMETER to MARSH MCBIRNEY of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, MARSH MCBIRNEY agrees to assign and transfer to MCCROMETER the full and exclusive right, title and interest to the patents and patent applications identified in Exhibit A and all Letters Patent of the United States to be obtained therefore on any related patent application or any continuation, division, renewal, substitute or reissue thereof and in and to all Letters Patent and all Convention and Treaty rights of all kinds, in all countries throughout the world for the patents and patent applications for the full term or terms for which the same may be granted.

MARSH MCBIRNEY also agrees to assign all of his right, title and interest in and to said patents and patent applications in all foreign countries, and all applications for Letters Patent which may evolve therefrom, including the right to claim International Convention priority.

MARSH MCBIRNEY hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

MARSH MCBIRNEY further covenants that MCCROMETER will, upon its request, be provided promptly with all pertinent facts and documents relating to said patents and patent applications, as may be known and accessible to MARSH MCBIRNEY, and MARSH MCBIRNEY will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to MCCROMETER or its

legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce any of the patents and patent applications identified in Exhibit A, which may be necessary or desirable to carry out the purposes hereof including transfers to interim parties or entities.

NOW THEREFORE in consideration of the mutual covenants and obligations set forth below, the parties agree as follows:

- A. This Agreement shall be binding upon the parties and their successors.
- B. If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired thereby.
- C. This Agreement constitutes the complete agreement between the parties and no modifications shall be binding upon the party against whom the enforcement of such modification is sought unless it is made in writing referring to this Agreement and is executed by such party.
- D. This Agreement shall be deemed to be executed in California and is governed by, and construed in accordance with the laws of the state of California.

IN WITNESS WHEREOF, each party intending to be legally bound has made this Agreement on the date indicated below.


MARSH MCBIRNEY, INC.

By: 
Glenn Cruger

Title: President

Date: 11/16/09

MCCROMETER, INC.

By: 
Kerry F. McCall

Title: President

Date: 3/22/10

EXHIBIT A

<u>PATENT/APP. NO.</u>	<u>TITLE</u>	<u>COUNTRY</u>
4,688,432	Averaging Velocity Sensor for Measuring Fluid Flow in a Conduit	U.S.
EP 305,609	Averaging Velocity Sensor for Measuring Fluid Flow in a Conduit	Europe
1,864,439	Averaging Velocity Sensor for Measuring Fluid Flow in a Conduit	Japan
GB 305,609	Averaging Velocity Sensor for Measuring Fluid Flow in a Conduit	Great Britain
P 3779315.2-8	Averaging Velocity Sensor for Measuring Fluid Flow in a Conduit	Germany
FR 305,609	Averaging Velocity Sensor for Measuring Fluid Flow in a Conduit	France
5,263,374	Flowmeter with Concentrically Arranged Electromagnetic Field	U.S.
EP 0634002	Flowmeter with Concentrically Arranged Electromagnetic Field	Europe
3,188,462	Flowmeter with Concentrically Arranged Electromagnetic Field	Japan
GB 0634002	Flowmeter with Concentrically Arranged Electromagnetic Field	Great Britain
43 90 337	Flowmeter with Concentrically Arranged Electromagnetic Field	Germany
FR 0634002	Flowmeter with Concentrically Arranged Electromagnetic Field	France
6,598,487	Magnetic Flowmeter Having a Separable Magnet/Electrode Assembly	U.S.
EP 02027709.1	Magnetic Flowmeter Having a Separable Magnet/Electrode Assembly	Europe
2003-046947	Magnetic Flowmeter Having a Separable Magnet/Electrode Assembly	Japan
GB 02027709.1	Magnetic Flowmeter Having a Separable Magnet/Electrode Assembly	Great Britain
02027709.1	Magnetic Flowmeter Having a Separable Magnet/Electrode Assembly	Germany
FR 02027709.1	Magnetic Flowmeter Having a Separable Magnet/Electrode Assembly	France
5,398,552	Magnetic Flowmeter Having a Separable Magnetic Assembly	U.S.