

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Murphy Group, Inc.	09/30/2009
RECEIVING PARTY DATA	
Name:	Murphy Industries, LLC
Street Address:	5311 S. 122nd E. Avenue
City:	Tulsa
State/Country:	OKLAHOMA
Postal Code:	74146
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	5355733
Patent Number:	5493086
Patent Number:	5608386
Patent Number:	6384606
Patent Number:	6600322
Patent Number:	RE38656
Application Number:	12425829
CORRESPONDENCE DATA	
Fax Number:	(918)583-9659
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	9185990621
Email:	patents@fellerssnider.com
Correspondent Name:	R. Alan Weeks
Address Line 1:	321 S. Boston Ave., Suite 800
Address Line 4:	Tulsa, OKLAHOMA 74103
ATTORNEY DOCKET NUMBER:	F6600-65556

OP \$280.00 5355733

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PATENT
REEL: 026006 FRAME: 0916

NAME OF SUBMITTER:

R. Alan Weeks

Total Attachments: 5

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CONTRIBUTION AGREEMENT,

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

(MURPHY)

This Contribution Bill of Sale, Assignment and Assumption Agreement (this "*Agreement*") is made as of September 30, 2009 (the "*Effective Date*"), by and between Murphy Group, Inc., an Oklahoma corporation formerly known as Murphy Industries, Inc. ("*Murphy-Inc.*"), and Murphy Industries, LLC, an Oklahoma limited liability company ("*Murphy-LLC*").

RECITALS

WHEREAS, Murphy-LLC and Murphy-Inc. are party to that certain Contribution Agreement (the "*Contribution Agreement*"), of even date herewith, by and among Murphy-Inc., Murphy-LLC, EControls Group, Inc., a Texas corporation formerly known as EControls, Inc. ("*EControls-Inc.*"), EControls, LLC, a Texas limited liability company, and Global Controls & Instrumentation, LLC, an Oklahoma limited liability company (the "*Company*");

WHEREAS, as contemplated by the Contribution Agreement, Murphy-Inc. will contribute all assets related to the Murphy Business, other than its interest in the Murphy-Inc. Retained Assets, and will assign all of its liabilities, other than the Murphy-Inc. Retained Liabilities, to Murphy-LLC;

WHEREAS, in consideration of the contribution of the EControls Contributed Assets (as hereinafter defined), Murphy-Inc. will acquire a membership interest in Murphy-LLC and be admitted as a member of Murphy-LLC, in accordance with the terms and subject to the conditions set forth in the Limited Liability Company Agreement of the Murphy-LLC, to be dated as of the Effective Date (the "*Company Agreement*");

NOW, THEREFORE, in consideration of the premises, the terms and conditions contained herein, the mutual benefits to be gained from the performance thereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Certain Capitalized Terms. Each capitalized term used, but not otherwise defined herein, shall have the meaning set forth for such term in the Contribution Agreement.

2. Transfer of Assets. Except for the assets set forth on Schedule 4.5 to the Contribution Agreement (the "*Murphy-Inc. Retained Assets*"), Murphy-Inc. hereby contributes, transfers, sells and assigns all right, title and interest in and to all assets, rights and properties of every nature, kind and description, whether tangible or intangible, owned, leased or licensed, real, personal or mixed, used in or held for use in the Murphy Business, including, without limitation, the following (collectively, the "*Murphy Contributed Assets*");

(a) all furniture, fixtures, machinery and equipment used in the Murphy Business, including office equipment, supplies and other tangible personal property wherever located and

any and all technology, machinery and equipment located at the corporate headquarters of the Murphy Business in Tulsa, Oklahoma, its facilities in Rosenberg, Texas, and set forth on Schedule 4.5(a) to the Contribution Agreement;

(b) the ownership interests in certain other companies set forth on Schedule 4.5(b) to the Contribution Agreement;

(c) all inventory held for sale in the Murphy Business, wherever located as of the Effective Time, as well as Murphy-Inc.'s right to receive inventory ordered by Murphy-Inc. for the Murphy Business from suppliers prior to and not received by Murphy-Inc. as of the Effective Time;

(d) all unfilled customer orders relating to the Murphy Business and all deposits and other payments relating thereto;

(e) all contracts, purchase orders, instruments and other agreements (whether written or oral) relating to the Murphy Business to which Murphy-Inc. is a party or by which its assets or properties are bound, including the Murphy Material Contracts to the extent that such contracts, purchase orders, instruments and other agreements are assignable;

(f) all prepaid expenses, advance payments, deposits, surety accounts and other similar deposits, including deposits with suppliers, in each case, relating to the Murphy Business;

(g) all trade, supplier accounts and notes receivable, unbilled revenues, reimbursable costs and expenses and other claims for money due to Murphy-Inc. relating to the Murphy Business;

(h) all Intellectual Property Rights owned or licensed by Murphy-Inc. relating to the Murphy Business;

(i) all Governmental Authorizations or any waiver of any of the foregoing related to the Murphy Business and issued to Murphy-Inc. by any Governmental Body to the extent that such Governmental Authorizations are assignable;

(j) all business and employment records of Murphy-Inc. related to the Murphy Business, including all books, records, ledgers, files, documents, correspondence, lists (including customer lists, in whatever form or medium), customer surveys, customer service records, advertising and promotional materials, studies, reports and other materials (in whatever form or medium), owned or maintained in connection with the Murphy Business;

(k) all of the goodwill related to the Murphy Contributed Assets and the Murphy Business; and

(l) the following items to the extent related to the Murphy Business or the Murphy Contributed Assets or any of the Murphy-LLC Assumed Liabilities to the extent the same are assignable: warranties, indemnities, allowances, rights of set-off, rights of recovery, rights to reimbursement or contribution, rights to receive grants, rights to receive performance, rights to

assert claims, rights to pursue remedies, rights to sue for past infringement, rights to insurance proceeds and other claims, rights and causes of action.

TO HAVE AND TO HOLD the Murphy Contributed Assets unto Murphy-LLC and its successors and permitted assigns, to and for its or their use forever.

Murphy-Inc. represents and warrants that Murphy-Inc. is the true and lawful owner of the Murphy Contributed Assets and that Murphy-Inc. has an unrestricted and lawful right to convey the same to Murphy-LLC, unless any such Murphy Contributed Asset cannot be assigned in which event such Murphy Contributed Asset shall be subject to the terms and conditions set forth in Section 7.1 of the Contribution Agreement.

And Murphy-Inc. does hereby warrant, covenant, and agree that Murphy-Inc.:

- (i) is authorized to enter into this Agreement and perform its obligations hereunder;
- (ii) will warrant and defend Murphy-LLC's rights and title in and to the Murphy Contributed Assets assigned hereunder against each and every person or persons whomsoever claiming or who may claim against any or all of the Murphy Contributed Assets;
- (iii) has, and does hereby convey to Murphy-LLC, good and transferable title in and to the Murphy Contributed Assets, subject to the provisions herein; and
- (iv) will take all steps necessary to put Murphy-LLC, its successors and permitted assigns, in actual possession and operating control of the Murphy Contributed Assets, subject to the provisions herein.

Murphy-Inc. hereby authorizes Murphy-LLC to take any appropriate action in connection with any of the Murphy Contributed Assets, in the name of Murphy-Inc., its own and/or any other name.

3. Assumption of Liabilities.

(a) Murphy-LLC hereby assumes and agrees to be responsible for paying, performing and discharging as and when due all obligations and liabilities of: (i) Murphy-Inc. relating to the Murphy Contributed Assets; (ii) all liabilities and obligations arising under the Murphy Material Contracts; and (iii) all other liabilities of Murphy and its Affiliates related to or arising in connection with the Murphy Business, which are not Murphy-Inc. Retained Liabilities (collectively, the "*Murphy-LLC Assumed Liabilities*").

(b) Murphy-LLC has not assumed the liabilities or obligations set forth on Schedule 4.6(b) of the Contribution Agreement and Murphy-LLC has not assumed any liabilities or obligations not related to the Murphy Business (collectively, the "*Murphy-Inc. Retained Liabilities*").

4. Further Assurances. Murphy-Inc. shall execute and deliver to Murphy-LLC such further documents and instruments, if any, and take such other action that may be reasonably requested by Murphy-LLC to evidence this conveyance, transfer and assignment of the Murphy Contributed Assets, subject to the provisions herein.

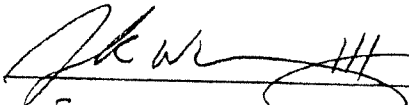
5. Inurement. The conveyance, assignment and transfer herein is effective as of the date hereof, and inures to the benefit of and is binding upon the parties hereto and their successors and permitted assigns.

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IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

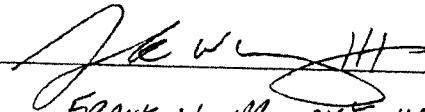
MURPHY-INC.:

Murphy Group, Inc.

By: 
Name: FRANK W. MURPHY III
Title: CEO

MURPHY-LLC:

Murphy Industries, LLC

By: 
Name: FRANK W. MURPHY III
Title: CEO