

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the address of the receiving party previously recorded on Reel 027873 Frame 0413. Assignor(s) hereby confirms the release of Security Interests.
CONVEYING PARTY DATA	
Name	Execution Date
HSBC Corporate Trustee Company (UK) Limited, as Security Agent	03/12/2012
RECEIVING PARTY DATA	
Name:	Expro Meters, Inc.
Street Address:	50 Barnes Park North
City:	Wallingford
State/Country:	CONNECTICUT
Postal Code:	06492
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7269316
Patent Number:	7253897
CORRESPONDENCE DATA	
Fax Number:	(302)636-5454
Phone:	202-408-3121 x2348
Email:	jpaterso@cscinfo.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Corporation Service Company
Address Line 1:	1090 Vermont Avenue NW, Suite 430
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
NAME OF SUBMITTER:	Jean Paterson
Total Attachments: 12 source=3-19-12 HSBC 2nd Correction-PT#page1.tif source=3-19-12 HSBC 2nd Correction-PT#page2.tif	

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source=3-19-12 HSBC 2nd Correction-PT#page12.tif

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

HSBC Corporate Trustee Company (UK) Limited, as  
Security Agent

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) 03/12/2012

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☒ Other Correct address of Receiving Party reel/frame 2

**2. Name and address of receiving party(ies)**

Name: Expro Meters, Inc.

Internal Address: \_\_\_\_\_

Street Address: 50 Barnes Park North

City: Wallingford

State: CT

Country: USA

Zip: 06492

7833-0413

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

7269316 and 7253897

Additional numbers attached? ☐ Yes ☒ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Jill C. Ruderfer

Internal Address: 31 West 52nd Street

Street Address: 31 West 52nd Street

City: New York

State: NY

Zip: 10019

Phone Number: 212-878-8022

Fax Number: 212-878-8375

Email Address: jill.ruderfer@cliffordchance.com

**6. Total number of applications and patents involved: 2**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ \_\_\_\_\_**

- ☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Jill C. Ruderfer  
Signature

03/19/2012

Date

Jill C. Ruderfer

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0146, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT										
NATURE OF CONVEYANCE:	Corrective Assignment to correct the nature of the conveyance previously recorded on Reel 027858 Frame 0584. Assignor(s) hereby confirms the Release of Security Interests.										
CONVEYING PARTY DATA											
<table border="1"> <tr> <th>Name</th> <th>Execution Date</th> </tr> <tr> <td>HSBC Corporate Trustee Company (UK) Limited, as Security Agent</td> <td>03/12/2012</td> </tr> </table>		Name	Execution Date	HSBC Corporate Trustee Company (UK) Limited, as Security Agent	03/12/2012						
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HSBC Corporate Trustee Company (UK) Limited, as Security Agent	03/12/2012										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Expro Meters, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>50 Barnes Park North</td> </tr> <tr> <td>City:</td> <td>Wallingford</td> </tr> <tr> <td>State/Country:</td> <td>MASSACHUSETTS</td> </tr> <tr> <td>Postal Code:</td> <td>06492</td> </tr> </table>		Name:	Expro Meters, Inc.	Street Address:	50 Barnes Park North	City:	Wallingford	State/Country:	MASSACHUSETTS	Postal Code:	06492
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<p>Fax Number: (302)636-5454</p> <p>Phone: 202-408-3121 x2348</p> <p>Email: jpaterso@cscinfo.com</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: Corporation Service Company</p> <p>Address Line 1: 1090 Vermont Avenue NW, Suite 430</p> <p>Address Line 4: Washington, DISTRICT OF COLUMBIA 20005</p>											
ATTORNEY DOCKET NUMBER:	129741										
NAME OF SUBMITTER:	Jean Paterson										
Total Attachments: 8											

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## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination of Patents
CONVEYING PARTY DATA	
Name	Execution Date
HSBC Corporate Trustee Company (UK) Limited, as Security Agent	03/12/2012
RECEIVING PARTY DATA	
Name:	Expro Meters, Inc.
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## TERMINATION OF SECURITY INTERESTS IN PATENTS

TERMINATION OF SECURITY INTERESTS IN PATENTS (this "Agreement"), dated as of March 12, 2012, between EXPRO METERS, INC., a Delaware corporation (the "Grantor") and HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED, as security agent (the "Security Agent") for the Secured Parties (as defined in the Security Agreement referred to below)

### WITNESSETH

WHEREAS, the Grantor became a party to that certain Pledge and Security Agreement, dated as of October 10, 2008 (as amended, supplemented or otherwise modified, the "Security Agreement"), among Expro Holdings US, Inc. (formerly known as Umbrellastream US Inc.), Expro Americas, LLC, Expro US Holdings, Inc. and any Additional Grantors, as defined therein, and the Security Agent (as assignee of The Royal Bank of Scotland Plc) pursuant to a Joinder Agreement, dated as of December 9, 2011, between the Grantor and the Security Agent;

WHEREAS, in connection with the Security Agreement, the Grantor and the Security Agent entered into that certain Intellectual Property Security Agreement, dated as of December 9, 2011 (as amended, supplemented or otherwise modified, the "Intellectual Property Security Agreement") and together with the Security Agreement and any supplements thereto, the "Collateral Documents"; and

WHEREAS, the parties hereto desire to terminate the security interest granted to the Security Agent, pursuant to the Collateral Documents, in certain intellectual property.

NOW, THEREFORE, in consideration of the agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Capitalized terms not defined herein have the meaning specified in the Security Agreement.

2. Termination. As of the date hereof, the Lien granted to the Security Agent in the following United States Patents (the "Patents") is hereby terminated:

(i) U.S. Patent No. 7,269,316; and

(ii) U.S. Patent No. 7,253,897

For the avoidance of doubt, the Security Agent's Lien on all of the Grantor's other patents, including, without limitation, those on Reel/Frame 027630/0109 other than the Patents, is not released.

3. Further Assurances. (a) The Grantor or its designee is authorized to record this Agreement at the United States Patent and Trademark Office (the "USPTO") to deregister the Lien recorded against the Patents.

(b) The Security Agent shall take, promptly upon request by the Grantor and at the Grantor's sole expense, such actions (including the execution of documents and instruments required by the USPTO) as the Grantor may reasonably request in order to further effect or evidence the termination and release of the Lien recorded against the Patents.

4. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when executed and delivered, shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same Agreement.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

*[signatures on next page]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed  
as of the date first written above.

GRANTOR

EXPRO METERS, INC.

By: Eric E. Nelson  
Name: Eric E. Nelson  
Title: Director

SECURITY AGENT

HSBC CORPORATE TRUSTEE COMPANY (UK)  
LIMITED

By: \_\_\_\_\_  
Name:  
Title:

[Termination Agreement  
Signature Page]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed  
as of the date first written above.

GRANTOR

EXPRO METERS, INC.

By: \_\_\_\_\_  
Name:  
Title:

SECURITY AGENT

HSBC CORPORATE TRUSTEE COMPANY (UK)  
LIMITED

By:  \_\_\_\_\_  
Name:  
Title: **Iwan Blondell**  
**Authorized Signatory**

[Termination Agreement  
Signature Page]