

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Walter Scott Williamson</td> <td>03/20/2012</td> </tr> <tr> <td>James Scott Williamson</td> <td>03/20/2012</td> </tr> <tr> <td>Jack Ryan Williamson</td> <td>03/20/2012</td> </tr> <tr> <td>Kevin Peter Kowalchuk</td> <td>03/12/2012</td> </tr> <tr> <td>David James Carlos Dunn</td> <td>03/12/2012</td> </tr> </tbody> </table>		Name	Execution Date	Walter Scott Williamson	03/20/2012	James Scott Williamson	03/20/2012	Jack Ryan Williamson	03/20/2012	Kevin Peter Kowalchuk	03/12/2012	David James Carlos Dunn	03/12/2012
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Kevin Peter Kowalchuk	03/12/2012												
David James Carlos Dunn	03/12/2012												
RECEIVING PARTY DATA													
Name:	Capstone Metering LLC												
Street Address:	2201 Long Prairie Road												
Internal Address:	Suite 107-102												
City:	Flower Mound												
State/Country:	TEXAS												
Postal Code:	75022												
PROPERTY NUMBERS Total: 1													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>29431073</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	29431073								
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CORRESPONDENCE DATA													
Fax Number:	2147455390												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
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Email:	lgopalakrishnan@winstead.com												
Correspondent Name:	Winstead PC												
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ATTORNEY DOCKET NUMBER:	45618-D001C1												
NAME OF SUBMITTER:	Lekha Gopalakrishnan												

CH \$40.00 29431073

Total Attachments: 7

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ASSIGNMENT

THIS ASSIGNMENT, is made by Walter Scott Williamson; James Scott Williamson; Jack Ryan Williamson; Kevin Peter Kowalchuk; and David James Carlos Dunn (hereinafter Assignors), respectively;

WHEREAS, Assignors have invented certain new and useful improvements in WATER METER, set forth in a Patent application filed on January 31, 2012 as Application Ser. No. 29/412,211; and

WHEREAS, Capstone Metering LLC, of 2201 Long Prairie Road, Suite 107-102, Flower Mound, TX 75022 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to the inventions and the Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is acknowledged, Assignors have sold, assigned, transferred and set over, and do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of the application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the

entire right, title and interest in and to the inventions and application for Letters Patent above-mentioned, and that same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey same in the manner set forth in this Assignment.

AND for the same consideration, Assignors covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, does advise: that any proceeding in connection with the inventions, or Design application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for the inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors request the Commissioner of Patent and Trademarks to issue Letters Patent of the United States to Assignee, as Assignee of inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

WINSTEAD PC

All practitioners at Customer Number 61060

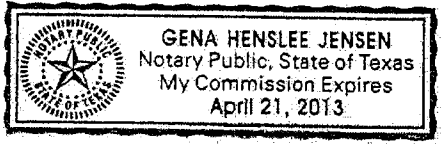
AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Walter Scott Williamson
Walter Scott Williamson

Date: 3/20/12

United States of America)
State of Texas) ss.:
County of Denton)

On this 20th day of March, 2012, before me personally came Walter Scott Williamson, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.



Gena Henslee Jensen
Notary Public

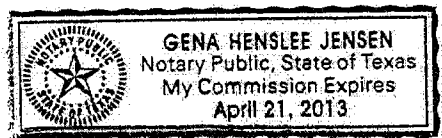
James Scott Williamson
James Scott Williamson

Date: 3/20/12

United States of America)
State of Texas) ss.:
County of Denton)

On this 20th day of March, 2012, before me personally came James Scott Williamson, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Gena Henslee Jensen
Notary Public



Jack Ryan Williamson
Jack Ryan Williamson

Date: 3/20/12

United States of America)
State of Texas) ss.:
County of Denton)

On this 20th day of March, 2012, before me personally came Jack Ryan Williamson, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Notary Public

Kevin Peter Kowalchuk
Kevin Peter Kowalchuk

Date: MARCH 12 / 2012
a/v Canada)
Provincia State of Ontario) ss.:
County of Mississauga)
City Mississauga)

On this 12th day of March, 2012, before me
personally came Kevin Peter Kowalchuk, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.


By satisfactory photo identification presented

Cheryl Veronica Cruickshanks
Notary Public

Cheryl Veronica Cruickshanks.
Barrister & Solicitor
Notary Public and Commissioner of
Oaths in and for the Province of Ontario
My commission is of unlimited duration.
No legal advice given.

Red Seal Notary Inc.
42 Village Centre Place, Suite 200
Mississauga, Ontario, L4Z 1V9
Tel: (416) 922-7325




David James Carlos Dunn

Date: MARCH 12 / 2012
United States of America ~~Canada~~)
Province of ~~State of~~ Ontario) ss.:
County of Mississauga)
City VA)

By satisfactory photo identification presented

On this 12th day of March, 2012, before me personally came David James Carlos Dunn, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.


Notary Public

Cheryl Veronica Cruickshanks,
Barrister & Solicitor
Notary Public and Commissioner of
Oaths in and for the Province of Ontario.
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