# 504717743 01/08/2018

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4764465

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
EXPRO METERS, INC.,	01/03/2018

#### **RECEIVING PARTY DATA**

Name:	CIDRA CORPORATE SERVICES, INC.
Street Address:	50 BARNES PARK NORTH
City:	WALLINGFORD
State/Country:	CONNECTICUT
Postal Code:	06492

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	10756922

#### **CORRESPONDENCE DATA**

**Fax Number:** (203)261-5676

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 2032611234

**Email:** wjb@warefressola.com

Correspondent Name: WARE, FRESSOLA, MAGUIRE & BARBER LLP

Address Line 1: 755 MAIN STREET

Address Line 2: BUILDING 5

Address Line 4: MONROE, CONNECTICUT 06468

ATTORNEY DOCKET NUMBER:	712-002.461/CCS0203	
NAME OF SUBMITTER:	WILLIAM J. BARBER	
SIGNATURE:	/William J. BARBER/	
DATE SIGNED:	01/08/2018	

## **Total Attachments: 3**

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PATENT 504717743 REEL: 044558 FRAME: 0733



### ASSIGNMENT AND AGREEMENT

THIS ASSIGNMENT AND AGREEMENT (this "Assignment") is made and entered into the 2 day of January 2018 (the "Effective Date"), by and between **Expro Meters**, **Inc.**, a Delaware corporation, having a place of business at 50 Barnes Park North, Wallingford, Connecticut 06492 (hereinafter **ASSIGNOR**) and **CiDRA Corporate Services**, **Inc.**, a Delaware corporation, having a place of business at 50 Barnes Park North, Wallingford, Connecticut 06492 and its successors and assigns (hereinafter **ASSIGNEE**).

WHEREAS, ASSIGNOR and ASSIGNEE entered into an IP Assignment, License and Cross-License Agreement (the "IPAgreement") effective as of the 23rd of June, 2008; and

WHEREAS, the Offered IP (defined below) is subject to the terms of the IP Agreement.

NOW THEREFORE THIS ASSIGNMENT WITNESSES THAT in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, ASSIGNOR and ASSIGNEE, intending to be legally bound, hereby agree as follows:

1. Assignment of Offered IP. Subject to the terms of the IP Agreement, ASSIGNOR hereby assigns, transfers, sells, and conveys to ASSIGNEE all right, title, and interest in and to the Offered IP, subject to the Pre-existing Rights and the licenses in Section 3 below. The foregoing assignment includes all ASSIGNOR's right, title, and interest in and to the Offered IP, including the sole right to file applications (as entirely as could be exercised by ASSIGNOR had the assignment above not been made) and the right to exercise any and all other powers relating to the foregoing (including enforcement of the Offered IP, whether for past infringements or otherwise, licensure or sub licensure, or any transfer or disposition of any of the Offered IP or rights included therein) without reservation in favor of or accounting to any person.

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CC-0699US



2. **Definition of Offered IP.** The offered intellectual property ("Offered IP") is defined as, and includes, the following intellectual property as listed below:

Title: Apparatus for Measuring Parameters of a Flowing Multiphase Mixture

Docket No.: CC-0699US Country: United States Serial No.: 10/756,922

Filed: 13 June 2004 Patent No.: 7096719

Granted 29 August 2006

- 3. In accordance with the terms and conditions of the IP Agreement, ASSIGNOR retains the following rights in the Offered IP:
  - (i) An irrevocable, worldwide, transferable, paid-up, royalty-free, exclusive license (even as against ASSIGNEE) under the Offered IP to make and have made, use and have used, sell and have sold, offer for sale, lease and have leased, repair and have repaired, service and have serviced, and import and have imported any products or processes in the Assignor Field of Use, with the right to sublicense to others.
  - (ii) An irrevocable, worldwide, transferable, paid-up, royalty-free, non-exclusive license under the Offered IP to make and have made, use and have used, sell and have sold, offer for sale, lease and have leased, repair and have repaired, service and have serviced, and import and have imported any products or processes in the Shared Field of Use, with the right to sublicense to others.
- 4. Capitalized terms used in this Assignment but not defined herein shall have the respective meanings ascribed to them in the IP Agreement.



IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Agreement to be executed by their duly authorized representatives, as of the Effective Date above.

EXPRO METERS, INC.  By: JoAnne M. Varanelli  Assistant Secretary of the Corporation	CiDRA CORPORATE SERVICES, INC.  By:  Michael Grillo  Executive Vice President
STATE OF Connecticut ) SS: W COUNTY OF New Haven )	allingford
Varanelli to me known and known to be the same prinstrument, and duly acknowledged that he execute STATE OF Connecticut	te, the subscriber, personally came JoAnne M. Derson described in and who executed the foregoing of the same.  My Commission Expires:  FRANCES K. LEPPARD  NOTARY PUBLIC  MY COMMISSION EXPIRES NOV. 30, 2019  allingford
On this day of January 2018, before me known and known to be the same person descriand duly acknowledged that he executed the same.	e, the subscriber, personally came Michael Grillo to bed in and who executed the foregoing instrument,
4. 金鞋车车。 1. 金鞋车车	My Commission Expires:

FRANCES K. LEPPARD NOTARY PUBLIC MY COMMISSION EXPIRES NOV. 30, 2019

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