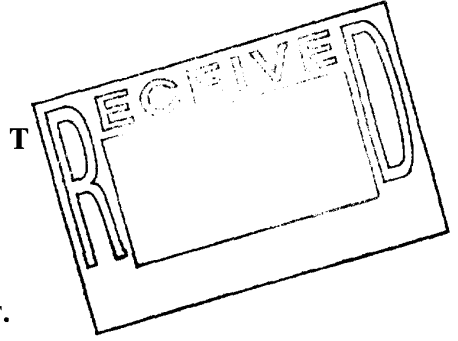


MRD 6-30-98

07-20-1998



100768312



To: THE COMMISSIONER OF PATENTS AND TRADEMARKS:
PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENT.

Submission type: New

Conveyance type: Assignment

Conveying Party: Texaco Inc.
(a Delaware Corporation)
2000 Westchester Avenue
White Plains, NY 10650

Execution Date: May 15, 1998

Receiving Party: Discovery Producer Services L.L.C.
(a Delaware Limited Liability Company)
400 Poydras Street
New Orleans, LA 70130

Correspondent Name and Address: Terri J. Frank, Esq.
Texaco Inc.
2000 Westchester Avenue
White Plains, NY 10650
(914)253-4690

Pages: 3

Trademark Application Nos. 75-133154 DISCOVERY
75-266224 DISCOVERY & Design

Number of Properties: 2

Fee Amount: \$80.00
Method of Payment: Deposit Account No. 50-0544
Authorization to Charge Additional Fees: Yes

Statement and Signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Terri J. Frank

Signature

June 30, 1998

07/13/1998 JHATKINS 00000211 500544 75-266224
01 FC:401 40.00 CH

SCHEDULE A

Mark: **DISCOVERY**
Serial Number : 75/133,154
Filing Date: July 12, 1996
Notice of Allowance Date: June 17, 1997
Recitation of Services: Natural gas transportation and delivery services via pipeline;
storage of natural gas; all of the aforesaid services for
buyers and sellers of natural gas in Class 39.

Mark: **DISCOVERY and Design**
Serial Number : 75/266,224
Filing Date: March 31, 1997
Notice of Allowance Date: April 14, 1998
Recitation of Services: Natural gas transportation and delivery services via pipeline;
storage of natural gas in Class 39.

ASSIGNMENT OF UNITED STATES TRADEMARKS

This assignment of United States trademarks is made effective as of May 15, 1998 between Texaco Inc., a Delaware corporation having a place of business at 2000 Westchester Avenue, White Plains, New York 10650 ("Assignor") and Discovery Producer Services L.L.C., a limited liability company formed under the laws of Delaware, having a place of business at 400 Poydras Street, New Orleans, Louisiana 70130 ("Assignee").

WHEREAS, Assignor is the owner of United States trademark applications listed on attached Schedule A (collectively referred to as the "U.S. Trademarks");

WHEREAS, Assignor's affiliate Texaco Discovery Holdings LLC is a party to the Second Amended and Restated Limited Liability Company Agreement for Discovery Producer Services L.L.C. dated as of May 15, 1998 by and among Texaco Discovery Holdings LLC, MAPCO ENERGY L.L.C. and British-Borneo Pipeline LLC (herein after referred to as "the L.L.C. Agreement");

WHEREAS, the execution and delivery of this Assignment is a condition to the consummation of the transactions contemplated by the L.L.C. Agreement; and

WHEREAS, Assignor has agreed to assign the U.S. Trademarks to Assignee, and Assignee hereby accepts said assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the U.S. Trademarks, in and to the applications and subsequent registrations thereof, together with the good will of the business symbolized by each such trademark, and in and to all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto, and in and to all causes of action (in either law or equity) and the right to sue, counterclaim and recover for past, present and future infringement of the rights assigned to Assignee pursuant to this Assignment.

Assignor covenants that it will file an application to record this Assignment with the U.S. Patent and Trademark Office requesting that the Commissioner of Patents and Trademarks of the United States of America issue the certificates of Registration thereof resulting from the applications listed on the attached Schedule A to Assignee, its successors and assigns, in accordance with the terms of this instrument.

AND Assignor hereby covenants that it has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith which have not been previously identified to Assignee.

IN WITNESS WHEREOF, Texaco Inc. has caused this GENERAL ASSIGNMENT OF UNITED STATES TRADEMARKS to be executed on the date first above written.

TEXACO INC.

By: 
Robert E. Koch
Assistant Secretary