

MRD 12-11-98

12-16-1998

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



100926108

TO: The Commissioner of Patents and Trademarks: Please record the attached ori...

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year

- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name BSKR, Inc.

Execution Date
Month Day Year
04 17 92

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Texas

Receiving Party

Mark if additional names of receiving parties attached

Name Schlumberger Technology Corporation

DBA/AKA/TA _____

Composed of _____

Address (line 1) 300 Schlumberger Drive

Address (line 2) _____

Address (line 3) Sugarland

Texas, USA

77478

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Texas

FOR OFFICE USE ONLY

12/14/1998 DMGUYEN 00000283 1353759

01 FC:481

40.00 0

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
TRADEMARK

REEL: 1826 FRAME: 0808

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1353759"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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.

Francis Hsueh

12/09/98

Name of Person Signing

Signature

Date Signed

BILL OF SALE AND GENERAL ASSIGNMENT

WHEREAS, BSKR, INC. ("Seller") entered into an Asset Agreement and Plan of Reorganization dated February 14, 1992 (the "Agreement") with SCHLUMBERGER TECHNOLOGY CORPORATION (the "Purchaser") and SCHLUMBERGER LIMITED, providing for the sale by the Seller to Purchaser of substantially all of the assets of its SECS Divisions, as more fully described in the Agreement. Terms defined in the Agreement shall have the same meaning when used herein unless otherwise provided.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Seller, for and in consideration of the mutual promises contained in the Agreement, Ten Dollars (\$10.00) to it in hand paid by Purchaser, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereunder, has bargained and sold, and by these presents does grant, bargain, sell, assign, transfer, convey, set over and deliver to Purchaser, its successors and assigns, all of the following assets and property of the Seller purchased by Purchaser pursuant to the Agreement, including all of the assets, books, records, operations and business and related technology of the SECS Divisions, including without limitation:

(a) all fixtures, machinery, equipment, furniture, office supplies, tools, shop supplies, tooling, patterns, dies, molds and other tangible property used in the manufacturing processes located at the Real Property (as defined in the Agreement), the South Plant (as defined in the Agreement), or elsewhere that is used by any of the SECS Divisions (or is owned by them but used by third-parties) directly in connection with the operations of the SECS Divisions (collectively, the "Equipment"), including without limitation the items listed and described on Schedule 4.3B to the Agreement and the items reflected on the Closing Balance Sheet (as defined below), and the scheduled items shown on Schedule 1.1(1) to the Agreement located at the South Plant (provided, however, that title to the items shown on Schedule 1.1(1) to the Agreement shall be transferred, assigned and conveyed to Purchaser only on the earlier of: (I) December 31, 1992, (II) 30 days following Purchaser's written notice to Seller of its election to take title; or (III) the termination of the subcontracting agreement described in Subsection 1.4 to the Agreement);

(b) all raw material, inventories, packaging material, parts, work-in-process and finished products located at the Real Property and the South Plant, or used by any of the SECS Divisions directly in connection with, or produced by, the SECS Divisions (collectively, the "Inventory");

(c) all accounts receivable of the SECS Divisions (the "Accounts Receivable");

(d) all of Seller's books and records directly relating to the business of the SECS Divisions wherever located, whether printed or electronic, including, without limitation, records stored as computer data bases or in any other manner, all customer, distributor, dealer and supplier lists, price lists and sales and other records relating to the business of the SECS Divisions, together with all Seller's prints, sketches, drawings, routing sheets, written specifications, technical data, technical information, work standards, and manufacturing and process information, bills of materials, sales brochures, manuals and related materials relating to the business of the SECS Divisions;

(e) all of Seller's claims against third parties relating to the assets described in the other subparagraphs of this instrument, including, without limitation, unliquidated rights under manufacturers' and vendors' warranties or guarantees;

(f) all trademarks and trade names used by the SECS Divisions, all patents and applications therefor, and rights under license agreements relating thereto, used in the operations of the SECS Divisions, including, without limitation, those listed on Schedule 1.1.f to the Agreement, and all copyrights, trade secrets and know-how relating to the SECS Divisions (collectively, the "SECS Intellectual Properties"). Without limiting the generality of the foregoing, the SECS Intellectual Properties include sole and absolute title to all proprietary design and manufacturing information related to parts and components of the products produced by the SECS Divisions (except to the extent that such Properties may have been temporarily licensed by any of the SECS Divisions to its suppliers for the sole purpose of permitting such suppliers to produce and provide such products solely to one of the SECS Divisions or their assignee, Purchaser). Seller hereby grants to Purchaser, as of the Closing, all of its right, title and interest in and to all intellectual properties heretofore or currently used in connection with the businesses of the SECS Divisions.

(g) all rights of each SECS Division arising after the date hereof under those commitments, customer orders, leases, contracts and other agreements being assumed by Purchaser pursuant to Subsection 2.1 of the Agreement;

(h) all transferable licenses, permits and authorizations of governmental or quasi-governmental agencies and authorities or private parties relating to the use, operation or enjoyment of the SECS Divisions and of the assets described in the other subparagraphs of this instrument;

(i) the real property (the "Land"), building and improvements (collectively, the "Buildings" and, together with

the Land, referred to herein as the "Real Property") constituting as of the date hereof Southwest's facilities in Bonham and Plano, Texas (except for the South Plant), TechLink's facilities in Tucson, Arizona, and Tech21's facilities in Huntsville, Alabama, as described in Schedule 1.1.i to the Agreement ;

(j) all goodwill relating to the business of the SECS Divisions as going concerns;

(k) all cash, notes, and refundable income taxes and other prepaid assets; and

(l) all other assets, tangible and intangible, necessary to conduct the business of the SECS Divisions consistent with past practice.

All of the assets to be transferred to Purchaser are herein referred to as the "Assets". Notwithstanding the foregoing, the Assets shall not include the following (the "Excluded Assets"):

(1) the fixtures, machinery, equipment, furniture, office supplies, tools, shop supplies, tooling, patterns, dies, molds and other tangible property located at South Plant of the Pump Division, except for the assets that are shown on Schedule 1.1(1) to the Agreement;

(2) the real property, building and improvements (hereafter referred to as the "Excluded Real Property") constituting Southwest's South Plant facilities in Bonham, Texas, and the stock of Southwest AgriCorp, Inc. and its assets and subsidiaries, all as more completely described in Schedule 1.1.2 to the Agreement;

(3) cash in an aggregate amount equivalent to the sum of (a) the reserve on the Closing Balance Sheet for income and franchise taxes of Seller attributable to operations through December 31, 1991 and (b) any other liability, including the liabilities specified in Subsection 2.6(b) to the Agreement, that meets all of the following criteria: The liability (a) is reflected in the Closing Balance Sheet, (b) is taken into account in the Post-Closing Adjustment and reduces Net Book Value, (c) is not assumed by Purchaser and (d) has not been paid by Seller or one of the SECS Divisions prior to the Closing; and

(4) the health care insurance policy(ies) shown on Schedule 1.1.4 to the Agreement.

In the event that all or a part of the Excluded Assets described in clauses (1) and (2) above shall have been transferred by Seller prior to the Closing to a new corporation that agrees to

perform the subcontracting agreement described in Subsection 1.4 of the Agreement, then the Excluded Assets shall also include the stock of such corporation.

TO HAVE AND TO HOLD said assets and property, unto Purchaser, its successors and assigns, to and for its and their own use and benefit forever, and the Seller, and its successors and assigns, covenant and agree to and with Purchaser to warrant and defend the sale and transfer of said assets and property unto Purchaser, its successors and assigns, against all and every person and persons whomsoever.

For the consideration aforesaid the Seller hereby irrevocably constitutes and appoints Purchaser, its successors and assigns, and each of them, the true and lawful attorney of the Seller, with full power of substitution, and gives and grants unto Purchaser, its successors and assigns, and each of them, full power and authority in the name of the Seller, its successors and assigns, and each of them, from time to time, to demand, sue for, recover, receive, compound, acquit, release and discharge any and all rights, demands, moneys, claims and choses in action of every kind and description whatsoever, arising out of, incident to or in connection with any of the property, rights, business and assets which are conveyed to Purchaser in accordance with this instrument, and generally from time to time, to make, execute, do and perform such other acts and things concerning such property, rights, business and assets with like power and as fully as the Seller could or might have done, hereby ratifying and confirming all and whatever Purchaser, its successors and assigns, or any of them, shall lawfully do or cause to be done with respect thereto. The Seller agrees that the foregoing powers are coupled with an interest and are and shall be irrevocable by the Seller. The Seller agrees further that Purchaser shall retain for its own account any amounts collected pursuant to the foregoing powers, including any sums payable as interest in respect thereof, and the Seller agrees to pay Purchaser, when received, any amounts which shall be received by the Seller after the date hereof in respect of any assets hereby sold to Purchaser.

Nothing herein contained shall be deemed to release the Seller in any way from any of its obligations under the Agreement other than those performed by this instrument.

The Seller agrees at any time, and from time to time after delivery hereof, upon request, and at the expense of Purchaser, to execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required for the better assigning, transferring, granting, conveying, assuring and confirming to Purchaser, or to aid and assist in the collection of or reducing to possession by Purchaser of any of the assets acquired hereunder.

Nothing herein contained shall be deemed an attempt to assign or an assignment of any contract, permit, license, agreement, commitment or sales order in an attempted assignment of the same without the consent of the other parties thereto would constitute a breach thereof, unless or until such consent shall have been obtained.

This instrument shall be binding on the Seller and its heirs, executors, representatives, successors and assigns and shall inure to the benefit of Purchaser and its successors and assigns.

IN WITNESS WHEREOF, the Seller has caused this instrument to be duly executed by its duly authorized representative and its corporate seal to be hereunto affixed on the 17 day of April, 1992.

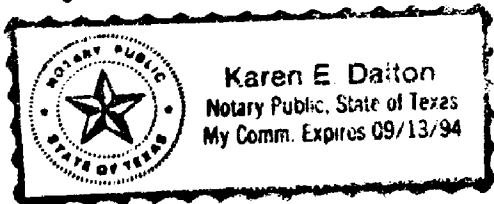
BSKR, INC.

By: *W.C. Estes*

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

This instrument was acknowledged before me on this day, by W. C. ESTES, Chairman of the Board of BSKR, INC., a Texas corporation, on behalf of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 17th day of April, 1992 A.D.



Karen E. Daiton
Notary Public in and for the
State of Texas