

12-22-1998



FORM PTO-1618A

Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office

TRADEMARK

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

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 Schlumberger Technologies, Inc.

Execution Date
Month Day Year
06 30 98

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Delaware Corporation

Receiving Party

Mark if additional names of receiving parties attached

Name RPS North America, Inc.

DBA/AKA/TA

Composed of

Address (line 1) 825M Greenbrier Circle

Address (line 2)

Address (line 3) Chesapeake

Virginia, USA

23323

Individual General Partnership Limited Partnership Corporation Association

Other

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.)

Citizenship/State of Incorporation/Organization Delaware

12/21/1998 DNGUYEN 00000189 1353759

FOR OFFICE USE ONLY

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40.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

REEL: 1830 FRAME: 0288

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

12/15/98

Name of Person Signing

Signature

Date Signed

BILL OF SALE AND ASSIGNMENT

SCHLUMBERGER TECHNOLOGIES, INC.

TO

RPS NORTH AMERICA, INC.

BILL OF SALE, dated as of June 30, 1998, is by Schlumberger Technologies, Inc., a Delaware corporation (the "Seller") in favor of RPS North America, Inc., a Delaware corporation (the "Buyer").

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Seller does hereby sell, transfer, assign and convey to the Buyer, effective as of the date hereof, all of the properties, assets and rights of every kind and nature, wherever located, and all proceeds and products thereof, including without limiting the generality of the foregoing, all goods, accounts, contract rights, rights to proceeds and tort claims, chattel paper, documents, instruments, general intangibles, securities, good will, trade names, engineering drawings, furniture, fixtures, equipment, inventory, raw materials, work in progress, books and records, patents, patent applications, continuations-in-part, trademarks, service marks, applications for registration of trademarks and service marks, copyrights and renewals thereof, applications for registration of copyrights, and trade secrets, real property, and interests in and fights in, on or over real property owned by Seller relating to Seller's Retail Petroleum Systems Division (collectively, the "Assets"), intending to convey all of the Seller's right, title and interest therein.

And for consideration aforesaid, the Seller has covenanted and hereby does covenant with the Buyer, its successors and assigns, that the Seller and its successors and assigns will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, transfers, assignments and conveyances, powers of attorney and assurances for the better selling, transferring, assigning, assuring, conveying and confirming unto the Buyer, its successors and assigns, all and singular, the Assets or for aiding and assisting in collecting or reducing to possession any or all of the Assets, as the Buyer, its successors and assigns shall reasonably request.

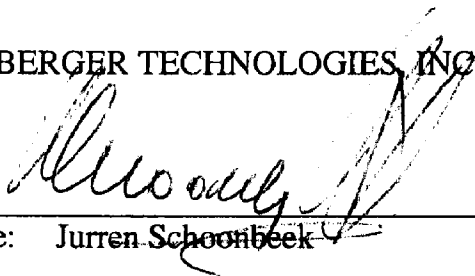
Notwithstanding the foregoing, this Bill of Sale and Assignment shall not constitute an assignment or attempted assignment of any agreement if the attempted assignment thereof, without the consent of the other party thereto, would constitute a breach thereof or would in any way adversely affect the rights of the Seller, unless and until such consent as been granted (whether on or after the date hereof). The Seller covenants and agrees that in any such case the beneficial interest in and to any such agreements shall in any event pass hereby to the Buyer. The Seller further covenants and agrees (i) to hold and hereby declare that it holds any and all such agreements in trust for the benefit of the Buyer, its successors and assigns, (ii) to obtain and secure all consents that may be necessary to effect a full and valid transfer or transfers of the same, (iii) to make or complete such transfer or transfers as soon as reasonably possible, and (iv) to cooperate with the Buyer in any assignment or other reasonable arrangement designed to provide for the Buyer the benefits of and under any such agreement.

From and after the execution and delivery of this Bill of Sale and Assignment to the Buyer, the Seller shall have no right, title and interest in the Assets (except for agreements not assigned pursuant to the preceding paragraph).

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale and Assignment to be executed this ___ day of June, 1998.

SCHLUMBERGER TECHNOLOGIES, INC.


By


Name: Jurren Schoonbeek

Title: Treasurer

ATTEST:

By


Name: Lori G.A. Nicholas

Title: Legal Secretary