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To the Honorable Commissioner of Patents and

original documents or copy thereof.

1. Name of conveying party(ies): MWD 1-27-99  
BASF Corporation

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 9/10/96

2. Name and address of receiving party(ies)

Name: Baker Performance Chemicals Inc.

Internal Address: Marylu Dawson

Street Address: 3900 Essex Lane

City: Houston State: TX ZIP: 77027

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Delaware
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,753,494

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Baker Hughes Incorporated

Internal Address: Marylu Dawson

3900 Essex Lane

Houston, TX 77027

Street Address: 3900 Essex Lane

City: Houston, State: TX ZIP: 77027

6. Total number of applications and registrations involved: \_\_\_\_\_

1

7. Total fee (37 CFR 3.41).....\$ \_\_\_\_\_

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

02-0429

(Attach duplicate copy of this page if paying by deposit account)

02/05/1999 JSNBAZZ 00000048 020429 1753494

DO NOT USE THIS SPACE

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9. 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.

Marylu Dawson

Name of Person Signing

Signature

1/27/99

Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK

REEL: 1849 FRAME: 0670

## TRADE MARK ASSIGNMENT

THIS ASSIGNMENT is made the 10th day of September 1996 between BASF Corporation ("the Vendor") and Baker Performance Chemicals Incorporated ("the Purchaser")

### WHEREAS

- (A) The Vendor is the registered proprietor of the trade marks and has made application for registration of the trade marks particulars of which are set forth in the Schedule hereto in the countries therein mentioned ("the Trade Marks").
- (B) By an agreement of even date, made between the parties hereto, it was agreed (inter alia) that the Trade Marks should be assigned by the Vendor to the Purchaser for the consideration therein mentioned ("the Business Purchase Agreement").

NOW THIS AGREEMENT WITNESSETH as follows:

- (1) Pursuant to the Business Purchase Agreement and in consideration of the premises the Vendor hereby with full title guarantee assigns unto the Purchaser all the property, right, title and interest in the Trade Marks and all the benefit of any trade mark applications included therein to the intent that upon such Trade Marks or any of them being in order for registration this Assignment shall operate to vest the same or such of them as shall be accepted for registration in the Purchaser TO HOLD the same unto the Purchaser absolutely.
- (2) For the purpose of registration of the rights to arise in respect of any trade mark applications hereby agreed to be assigned to any Trade Mark Registry where it shall appear to be necessary, the Vendor hereby undertakes at the request and cost of the Purchaser to sign and execute a formal assignment in the form prepared by the Purchaser and in the case of default the Vendor hereby irrevocably appoints the Purchaser as its attorney for such purpose.
- (3) The Vendor covenants that it will execute all documents, papers, forms and authorisations and depose to or swear all declarations or oaths which may be necessary for securing, completing or absolutely vesting full right, title and interest to the Trade Marks in favour of the Purchaser or conferring on it all rights of action in relation to any passing off by third parties at the date hereof.

(4) This Assignment shall be governed by and construed in accordance with English Law.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO EXECUTED THIS AGREEMENT ON THE DAY AND YEAR FIRST ABOVE WRITTEN

Executed by [LWAYNE Hill]  
for and on behalf of  
BASF Corporation

)  
)  
)

*L Wayne Hill*  
.....

Executed by [G. BASSETT]  
for and on behalf of  
Baker Performance Chemicals Incorporated

)  
)  
)

*M. G. Bassett*  
.....

**SCHEDULE**

**Trade Marks**

Trademarks to be assigned by BASF Corporation

<u>Country</u>	<u>Mark</u>	<u>Registration Number</u>
United States	PLURADYNE	1,753,494
Canada	PLURADYNE	306,406