

05-27-1999



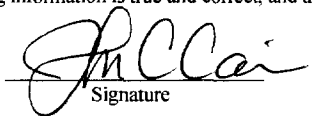
MNO 5-21-99

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TRADEMARKS ONLY

Honorable Commissioner of Patents and Trademarks:
Box Assignments
Washington, D.C. 20231

Please record the attached original
documents or copy thereof.

| | |
|--|---|
| <p>1. Name of conveying party(ies):</p> <p>Clearwater, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation--Pennsylvania <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | <p>2. Name and address of receiving party(ies):</p> <p>WEATHERFORD U.S., L.P. 1360 POST OAK BLVD., SUITE 1000 HOUSTON TEXAS 77056</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Limited Partnership-Louisiana <input type="checkbox"/> Corporation <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from Assignment.)</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
| <p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>May 5, 1999</u></p> | |
| <p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s): <u>75/541,190 and 75/548,921</u></p> <p>B. Trademark registration No.(s): 1,796,681 and 1,796,682</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | |
| <p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>John C. Cain, Esq. ARNOLD WHITE & DURKEE P.O. Box 4433 Houston, Texas 77210-4433</p> | <p>6. Total number of applications and registrations involved:</p> <p style="text-align: center;"><u>4</u></p> <p>7. Total fee (37 C.F.R. § 3.41): \$<u>115.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Charge deposit account in the event the check is inadvertently omitted, or the amount is insufficient</p> <p>8. Deposit account number: <u>01-2508</u></p> |
| <p>DO NOT USE THIS SPACE</p> | |
| <p>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.</p> <p style="text-align: center;"> <u>John C. Cain, Esq.</u>  <u>5/17/99</u> Name of Person Signing Signature Date </p> | |

(05/24/1999 JS40RAZZ 00000131 75541190)

01 FC:481 40.00 00
02 FC:482 75.00 00

ASSIGNMENT OF UNITED STATES TRADEMARKS

This Assignment of Trademarks is made as of the 5th day of May, 1999, by and between WEATHERFORD U.S., L.P., a Louisiana limited partnership ("Assignee"), and CLEARWATER, INC., a Pennsylvania corporation ("Assignor").

WHEREAS, the Assignor is the owner of the trademarks, the registrations thereof and the trademark applications shown on the attached Exhibit 1, and the goodwill of the business in connection therewith;

AND WHEREAS, the Assignee desires to acquire said trademarks, the registrations thereof and the trademark {application} [applications] and the goodwill of the business in connection therewith.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Assignor hereby sells, assigns and transfers until the Assignee, the Assignor's entire right, title and interest in, to and under the above mentioned trademarks, the registrations thereof and the trademark applications, together with the goodwill of the business symbolized by said trademarks, registrations and applications, and the Assignor's entire right, title and interest in and to any and all claims and demands it may have, at law or in equity, for past infringement of said trademarks.

Assignor covenants and agrees that it will, at any time upon the request and at the expense of Assignee, execute and deliver any and all papers and do all lawful acts that may be necessary or desirable, in the opinion of Assignee, to enable and assist Assignee to (a) establish, maintain and secure title in said Assignee, its successors and assigns to said trademarks, registrations and trademark applications, including making such title of lawful public record, and (b) defend, establish or otherwise preserve the validity of said trademarks, registrations and trademark applications against any and all infringers, and perform such other acts as are necessary to give full force and effect to this Assignment of Trademarks.

This Assignment of Trademarks is executed in connection with that certain Asset Purchase Agreement by and between Assignee, ECD/Northwest, Inc., Clearwater Holdings, Inc. and certain other parties, dated as of March 30, 1999.

CLEARWATER, INC.

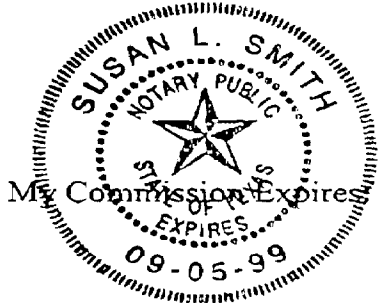
By 
Kevin W. Smith, Chief Executive Officer

STATE OF TEXAS
COUNTY OF HARRIS

)
) ss.:
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On this, the 5th day of May, 1999, before me, a Notary Public, personally appeared Kevin W. Smith who acknowledged himself to be the Chief Executive Officer of Clearwater, Inc., a corporation, and that he as such Chief Executive Officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Chief Executive Officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Susan L. Smith
Notary Public

Exhibit 1

1. Trans-Foam - United States registration #1,796,681 registered November 5, 1993
2. Dionic - United States registration #1,796,682 registered November 5, 1993
3. Wolf Pack - United States trademark application serial #75/548,921
4. Wolf Pack - United States trademark application serial #75/541,190