

MRS 10.25.99

FORM PTO-1618A  
Expire. 10/30/99  
OMB No. 01-0027

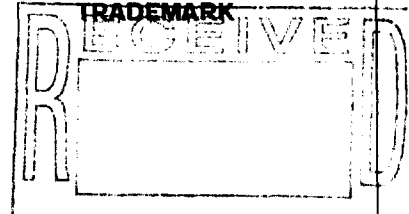
10-28-1999

U.S. Department of Commerce  
Patent and Trademark Office



101185697

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

Execution Date  
Month Day Year  
09/30/99

Name Cooper Cameron Corporation

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Rolls-Royce Energy Systems Inc.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 65 Buckingham Gate

Address (line 2) \_\_\_\_\_

Address (line 3) London England SW1E 6AT  
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 Delaware

10/27/1999 MTHAI1 00000181 920157

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

(40.00 OP)  
125.00 OP

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 Practices. 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

REEL: 001981 FRAME: 0319

**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" value="920157"/>	<input type="text" value="1163568"/>	<input type="text" value="1419863"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="803848"/>	<input type="text" value="1441097"/>	<input type="text" value="1150881"/>
<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.

Elisa Raley  
Name of Person Signing

Elisa Raley  
Signature

October 25, 1949  
Date Signed

ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS (this "Assignment") made as of September 30, 1999, by Cooper Cameron Corporation, a Delaware corporation ("Assignor") to Rolls-Royce Energy Systems Inc., a Delaware corporation ("Assignee").

W I T N E S S E T H:

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of August 19, 1999, as amended (the "Purchase Agreement"), between Assignor and Rolls-Royce plc, a company organized under the laws of England, Assignee and certain of its Affiliates are, concurrently herewith, acquiring the Business (as such term and each other capitalized term used herein without definition herein are defined in the Purchase Agreement);

WHEREAS, Assignor has adopted, used and is using, in connection with the Business, the trade name set forth in Schedule I hereto, and the marks set forth in Schedule I hereto each of which is registered in, or for which application for registration has been filed in, the trademark filing office of the country whose name is set forth opposite such mark on Schedule I, and other marks (collectively, the "Assigned Marks"); and

WHEREAS, Assignee desires to purchase or acquire all right, title and interest of Assignor in, to and under the Assigned Marks and the goodwill with which they are associated and which is symbolized by the Assigned Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, transfer, convey, assign and deliver to Assignee, and Assignee hereby accepts, all right, title and interest of Assignor in, to and under the Assigned Marks throughout the world, any registrations and applications for registration thereof, and the goodwill of the Business connected with the use thereof and symbolized thereby, free and clear of all Liens except for Permitted Liens; all rights to apply for registrations for any thereof and any other rights corresponding thereto with full benefit of priority therein as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages, the same to be held and

enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby agrees that it shall and shall cause each of its affiliates to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary or otherwise reasonably requested by Assignee to confirm and assure the rights and obligations provided for in the Purchase Agreement, render effective the consummation of the transactions contemplated hereby and thereby, more effectively to vest in Assignee beneficial and record title to the Assigned Marks, and to put Assignee in actual possession and operating control of such Assigned Marks.

All representations and warranties from Assignor to Assignee in the Purchase Agreement with respect to the Assigned Marks and the other rights assigned above are incorporated herein by reference. Nothing contained herein shall be deemed to modify, direct, expand or amend any of such representations and warranties or rights and remedies of any Assignor or Assignee under the Purchase Agreement.

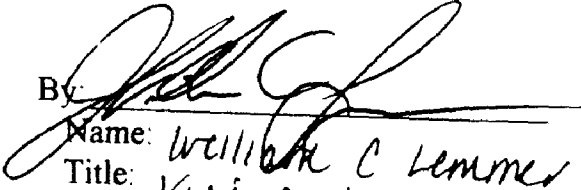
This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, Assignor has caused this Assignment to be  
duly executed as of the date first above written.

COOPER CAMERON CORPORATION

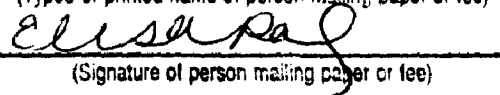
By:   
Name: William C Lemmer  
Title: Vice President

Express Mail® mailing label No. EL086268595US

Date of Deposit October 25, 1999

I hereby certify that this paper or fee is being deposited with the United States Postal Service Express Mail® Post Office to Addressee® service and will be delivered on the date indicated above and is being deposited with the Commissioner of Patents and Trademarks, Washington, D.C. 20231.

ELISA RALEY  
(Typed or printed name of person mailing paper or fee)

  
(Signature of person mailing paper or fee)

STATE OF New York )  
 ) ss.  
COUNTY OF New York )

On this 30<sup>th</sup> day of September, 1999, before me personally came William C. Lemmer to me known, who being by me duly sworn, did depose and say that he resides at \_\_\_\_\_; that he is the Vice President of Cooper Cameron Corporation, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Gary D. Lawman  
Notary Public  
GARY D. LAWMAN  
Notary Public, State of New York  
No. 31-5054632  
Qualified in New York County  
Commission Expires January 22, 2000

[seal]

"Express Mail" mailing label No. EL086268595LL  
Date of Deposit October 25, 1999

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231.

Elisa Raey  
(Typed or printed name of person mailing paper or fee)  
Elisa Raey  
(Signature of person mailing paper or fee)

Trade Name

"Cooper" (as used in Cooper Rolls")

Trademarks

Please see attached.

COBERRA

<u>COUNTRY</u>	<u>REGISTRATION NO.</u>	<u>CCC FILE NO.</u>
USA	920157	017619
Argentina	1572960	014248
Australia	A351002	016048
Brazil	811642267	014254
Canada	240222	016816
France	1205012	016287
Great Britain	1101656	016234
India	367144	017035
Iran	66040	015887
Italy	387403	016769
Japan	1504422	016347
Mexico	221609	016778
Norway	113186	016433
Thailand	102533	014131
Ukraine	4919	021895

FLEXITREND

<u>COUNTRY</u>	<u>REGISTRATION NO.</u>	<u>CCC FILE NO.</u>
USA	1163568	016264
Benelux	386524	017061

EN-TRONIC

<u>COUNTRY</u>	<u>REGISTRATION NO.</u>	<u>CCC FILE NO.</u>
USA (Class 9)	1419863	014095
USA (Class 23)	803848	017469
Benelux	391134	017071
Canada	291249	016928
France	1229893	016474
Mexico	288602	016977

EN-SPEC

<u>COUNTRY</u>	<u>REGISTRATION NO.</u>	<u>CCC FILE NO.</u>
USA	1441097	014390

EN-SPEC 2.000

<u>COUNTRY</u>	<u>REGISTRATION NO.</u>	<u>CCC FILE NO.</u>
USA	1150881	016256