

11-12-1999



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ON FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MRD 11/5/99

BOX ASSIGNMENTS. Commissioner of Patents and Trademarks, Washington, D.C. 20231
Please record and index the attached original documents or copy thereof.

1 Name of conveying party(ies): Anthony Elgar Saville, Vernon Stephen Meier, Oilwell (Proprietary) Limited, Oilwell Manufacturing (Proprietary) Limited, Protec USA, Inc., Werner Urban trading as Pro-Tec Deutschland, Michael Robert Smith and Euro-Oil Limited

2. Name and address of receiving party(ies):
Name: Protec International Limited
Address: Suites 13 and 15 Sarnia House Le Truchot
City: St. Peter Port Guernsey Country: Channel Islands
Type of Company: A Limited Company

3 Nature of Conveyance: Assignment

Execution Date: July 4, 1998

Corporation-Country: Jersey (Channel Islands)
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4 A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,863,419

Additional numbers attached? Yes No

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

Gerald L. Fellows
Michael Best & Friedrich LLP
Suite 3300
100 East Wisconsin Avenue
Milwaukee, WI 53202-4108

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00

Enclosed

Deficiencies in fee charged to deposit account

8. Deposit account number: 13-3080

DO NOT USE THIS SPACE

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.

Gerald L. Fellows
Name of Person Signing

Signature

November 5, 1999

Date

Total number of pages including cover sheet, attachments, and document: 10

OMB No. 0651-0011 (exp. 4/94) FORM TMASSIGN

Attorney File 87831/9000

United States Postal Service Express Mail Mailing Label No. EL108576715US

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11/10/1999 DWBUYEN 00000202 1863415

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TRADEMARK
REEL: 001987 FRAME: 0263

DESIGNATION OF DOMESTIC REPRESENTATIVE

Assignee hereby designates the following persons as its domestic representative on whom may be served notices or process in proceedings affecting the registration:

Gerald L. Fellows
Dyann L. Kostello
Michael Best & Friedrich LLP
100 East Wisconsin Avenue
Milwaukee, WI 53202-4108

ADDRESS ALL COMMUNICATIONS TO:

Gerald L. Fellows
Michael Best & Friedrich LLP
100 East Wisconsin Avenue
Milwaukee, WI 53202-4108

PROTEC INTERNATIONAL LIMITED

By: Michael Best
Name: Michael Best
Title: Director

Date: 3/11/99

We hereby certify that this is a true and correct copy of the original document as presented to us as a Copy
Keogh Paterson, Solicitors, 200, Victoria Road

THIS ASSIGNMENT is made this 4th day of July 1998 between ANTHONY ELGAR SAVILLE of 166 Shandy Lane Ramona California USA ("Mr Saville") VERNON STEPHEN MEIER of 150 Morkel Road Lyndhurst 2192 South Africa ("Mr Meier") OILWELL (PROPRIETARY) LIMITED whose principal office is at Halfway House 30 de Winnaar Avenue Gauteng 1685 South Africa ("Oilwell") OILWELL MANUFACTURING (PROPRIETARY) LIMITED whose principal office is also at Halfway House 30 de Winnaar Avenue aforesaid ("Oilwell Manufacturing") PROTEC USA INC whose principal office is at 221 North Vinewood Escondido California 92029 USA WERNER URBAN trading as PRO-TEC DEUTSCHLAND of Drosselweg 3 86853 Langerringen Germany ("Mr Urban") MICHAEL ROBERT SMITH of Whiteoaks Great Comberton Worcestershire WR10 3DP England ("Mr Smith") and EURO-OIL LIMITED whose registered office is at 33 Market Place Willenhall West Midlands WV13 2AA England ("Euro-Oil") (hereinafter together called "the Assignor") of the one part PROTEC INTERNATIONAL LIMITED whose registered office is at Suites 13 and 15 Sarnia House Le Truchot St Peter Port Guernsey, Channel Islands (hereinafter called "the Assignee") of the second part

WHEREAS:-

(A) The Assignor is the proprietor and beneficial owner of the registered trade marks particulars of which are set out in Part I of the Schedule hereto and has applied to register the trade marks and is entitled to the benefits of such applications particulars of which are set out in Part II of the Schedule hereto together with any other registrations or pending applications for the "PROTEC" trade mark throughout the

NOW THIS DEED WITNESSETH AS FOLLOWS:-

This document contains a true copy of
the document of the said parties as a true copy
Kanchi Raman, Bangalore, India



- (1) In pursuance of the said agreement the Assignor does **HEREBY ASSIGN** and transfer with full title guarantee all right title and interest in the Trade Marks, including all statutory and common law rights attaching thereto and the right to sue for past infringements and to retain any damages obtained as a result of such action, to the Assignee
- (2) The Assignor confirms that this Assignment is made with the goodwill attaching to the Trade Marks and the goodwill of the business in which the Trade Marks have been used by the Assignor
- (3) The Assignor warrants to the Assignee as follows in respect of each of the registered Trade Marks:-
 - 3.1 That all renewal fees due in respect of the registrations have been paid
 - 3.2 That the Assignor is unaware of any infringement of the registration of any of them or of any reason why any registration may be capable of being expunged from any Register of Trade Marks for any reason whatsoever
 - 3.3 That there are no circumstances known to the Assignor arising out of this or any earlier Assignment which may result in the use of the Trade Marks being liable to mislead the public
 - 3.4 That save in respect of the Licence the Assignor has not given any other person any permission to use any of them

- ~~Not to be used for any other purpose~~
- (4) The parties hereto agree to use their best endeavours to acquire any registrations or applications in respect of the "PROTEC" trade mark wheresoever held by or on behalf of any distributors appointed by any of them and to procure assignment thereof to the Assignee as envisaged herein
- (5) Oilwell and Euro-Oil hereby acknowledge that they henceforth hold the benefit of the applications for the Community Trade Marks in trust for the Assignee and that they shall forthwith upon the Community Trade Marks Office (OHIM) recognising companies registered within the State of Guernsey as being lawfully entitled to apply or hold registration of the same assign the Community Trade Marks with full title guarantee to the Assignee in the manner envisaged by Clause (1) and pursuant to the provisions of Clauses (2) and (3) hereof
- (6) For the avoidance of doubt the parties hereby confirm that the Licence shall cease and determine absolutely upon the date of this Assignment
- (7) The Assignor shall at the cost of the Assignee do and execute or procure that there shall be done and executed all such documents deeds matters acts and things as the Assignee may at any time reasonably require properly in order to vest the Trade Marks or the Community Trade Marks (as appropriate) in the Assignee

IT IS HEREBY CERTIFIED that this transaction does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £60,000 (Sixty Thousand Pounds)

We hereby certify that the contents of this document are true and correct.
 KEOGH, FLEWELL, GOLDBERG, BOLTON

SCHEDULE
 PART I: Trade Mark Registrations

Country	Proprietor	Mark	Registration No.	Date of Registration	Class(es)
GERMANY	Oilwell (Proprietary) Limited	PROTEC	1 191 121	8th December 1987	1,3,4
SWITZERLAND	"	PROTEC	359038	31st March 1988	4
AUSTRIA	"	PROTEC	121 175	7th September 1988	1
FRANCE	"	PROTEC	1 583 206	15th February 1989	1,3,4
ITALY	"	PROTEC	572572	3rd March 1989	4
USA	Protec USA Inc	PRO TEC LOGO (Device No 1) 47 [Device No 2274]	1863419	1st November 1993	1
SOUTH AFRICA	Oilwell (Proprietary) Limited	PRO TEC LOGO (Device No1) [Device No 2247]	87/10281	15th December 1987	4
SOUTH AFRICA	"	GOLD STATE	87/6922	8th September 1987	4
INDONESIA	"	PROTEC	248707	-	1,3
ISRAEL	"	PROTEC	86955	-	1
UK	"	PROTEC	2025775	30th June 1995	1
UK	Oilwell (Proprietary) Limited	PRO TEC LOGO (Device No 1) [Device No 2247]	2025771	30th June 1995	1
ARGENTINA	Euro-Oil Limited	PRO-TEC 2000	1529419	27th December 1993	1
ARGENTINA	"	PRO-TEC 2000	1529420	27th December 1993	4

We hereby certify that this is a true and correct copy of the document of which a payment has been made to us by Keogh, Wilson, & Co., Solicitors, BULTON

PART II: Applications for Trade Marks

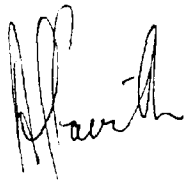
Country	Proprietor	Mark	Number	Date of Application	Class(es)
AUSTRALIA	Oilwell Manufacturing (Proprietary) Limited	PRO TEC LOGO (Device No 1) [Device No 2247]	723916	12th December 1996	4
AUSTRALIA	"	PROTEC	723915	12th December 1996	4
GERMANY	Protec Deutschland	PRO TEC LOGO (Device No 2) [Device No 2393]	P45687/1WZ	2nd December 1993	1, 4
GERMANY	"	PRO-TEC 2000	P45689/1WZ	2nd December 1993	1, 4

PART III Applications for Community Trade Mark

Country	Proprietor	Mark	Number	Date of Application	Class(es)
Signatory Countries	Euro-Oil Ltd	PRO TEC LOGO (Device No 1) [Device No 2247]	62661	1st April 1996	1, 7
"	"	COMTEC	274712	20th June 1996	1,4,7
"	Oilwell (Proprietary) Limited	PROTEC	293637	24th October 1996	1,3,4

This document is a true and correct copy of the original document as presented to the Registrar of Companies, Government of India.

SIGNED AND DELIVERED as a Deed)
by ANTHONY ELGAR SAVILLE in)
the presence of :-)



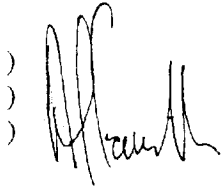
W. Stout
3 hurgon Avenue
Sale
Cheshire

SIGNED AND DELIVERED as a Deed)
by VERNON STEPHEN MEIER in)
the presence of :-)



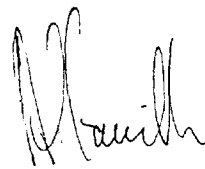
W. Stout
(AS ABOVE)

SIGNED AND DELIVERED as a Deed)
by OILWELL (PROPRIETARY) LIMITED)
acting by :-)



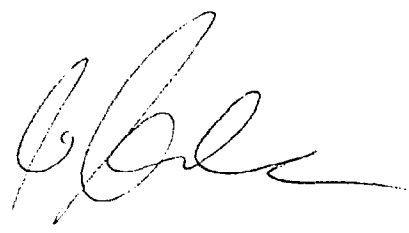
Director:
AND Secretary:

SIGNED AND DELIVERED as a Deed)
by PROTEC USA INC acting by :-)




Director:
AND Secretary:

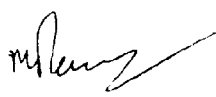
SIGNED AND DELIVERED as a Deed)
by WERNER URBAN on behalf of)
PROTEC DEUTSCHLAND in the)
presence of :-)



W. T. STOUT
W. Stout
(AS ABOVE)

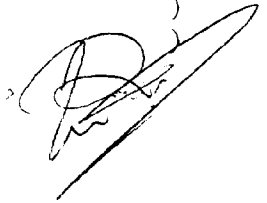
SIGNED AND DELIVERED as a Deed)
by MICHAEL ROBERT SMITH in)
the presence of:-)



 H. NEWSON
HULDERTY BARN
GREAT COMBERTON
PERSHORE, WORCS.
TEACHER.

SIGNED AND DELIVERED as a Deed)
by EURO-OIL LIMITED)
acting by:-)

Director:
Secretary:



SIGNED AND DELIVERED as a Deed)
by PROTEC INTERNATIONAL LIMITED)
acting by:-)

Director: X
Secretary:

