

02-07-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



CT-4 AM 8:51

16/4/99

101260542

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
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name WEATHERFORD ENTERRA U.S., LIMITED PARTNERSHIP

9-18-97

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization LOUISIANA

Receiving Party

Mark if additional names of receiving parties attached

Name AERO INTERNATIONAL, LLC

DBA/AKA/TA AMERICAN AERO CRANES

Composed of _____

Address (line 1) P.O. BOX 1352

Address (line 2) _____

Address (line 3) MOBILE

AL

36633

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
 - Other LIMITED LIABILITY COMPANY
- 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 LOUISIANA

10/06/1999 DMSUYEN 00000247 0906071

FOR OFFICE USE ONLY

01 FC:401
02 FC:402

40.00 OP
75.00 OP

E

000005318
10/06/1999

Total: 145.00
CHECK REQUIRED

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. OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. 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

TRADEMARK
REEL: 002017 FRAME: 0031

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="0986871"/>	<input type="text" value="1274815"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="0981006"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1258271"/>	<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

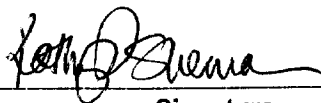
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

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.

KATHY P. SHERMAN



1/11/00

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name WEATHERFORD U.S., INC.

9-18-97

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization DELAWARE

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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 the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

**GENERAL CONVEYANCE, ASSIGNMENT
BILL OF SALE AND ASSUMPTION AGREEMENT**

This General Conveyance, Assignment, Bill of Sale and Assumption Agreement (this "Agreement") is entered into on September 18, 1997, among Weatherford Enterra U.S., Limited Partnership, a Louisiana limited partnership ("WEUSLP"), Weatherford U.S., Inc., a Delaware corporation (together with WEUSLP, the "Grantors"), and American Aero Cranes, L.L.C., a Louisiana limited liability company ("Grantee").

WITNESSETH:

WHEREAS, the Grantors and the Grantee have entered into an Asset Purchase Agreement dated September 18, 1997 (the "Asset Purchase Agreement"), providing, among other things, for the sale by the Grantors to the Grantee of certain assets of the Grantors;

WHEREAS, pursuant to the Asset Purchase Agreement, the Grantors and the Grantee are required to execute and deliver this Agreement in connection with the consummation of the transactions contemplated by the Asset Purchase Agreement; and

WHEREAS, any capitalized term used but not defined in this Agreement shall have the meaning given such term in the Asset Purchase Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I
TRANSFER OF TRANSFERRED ASSETS**

1.1 Agreement. Effective as of the Closing Date, the Grantors hereby grant, convey, assign, transfer, bargain and deliver unto Grantee and its successors and assigns, all of Grantors' right, title and interest in, to and under the Business, as a going concern, and all assets owned or used by the Grantors in connection with or arising out of the Business of every type and description, tangible and intangible, wherever located and whether or not reflected on the books and records of the Grantors, including but not limited to, (a) all Equipment; (b) all Inventories; (c) the Accounts Receivable; (d) all Real Property; (e) the Leasehold Interests, (f) all Proprietary Information; (g) subject to Section 1.1(b) of the Asset Purchase Agreement, the Entitlements; (h) all prepaid expenses and deposits made by the Grantors relating to the Business; (i) any goodwill associated with the Business; and (j) all Contracts and Other Agreements and all Documents and Other Papers; TO HAVE AND TO HOLD the Transferred Assets unto Grantee and its successors and assigns forever, together with all and singular the rights and appurtenances belonging or pertaining thereto.

1.2 Warranties. Any limitation on the duration or amount of liability of the Grantors, or the condition of the Transferred Assets, contained in the Asset Purchase Agreement shall survive the delivery of this instrument.

ARTICLE II ASSUMPTION OF LIABILITIES

Subject to the terms, limitations and conditions in the Asset Purchase Agreement, Grantee has and by these presents does hereby fully assume the Assumed Liabilities. Other than the Assumed Liabilities, no liabilities relating to the Business, the Transferred Assets or Grantors shall be assumed by Grantee and such liabilities shall remain obligations of Grantors.

ARTICLE III MISCELLANEOUS

3.1 Applicable Law. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS (REGARDLESS OF THE LAW THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICT OF LAWS), INCLUDING ALL MATTERS AS TO CONSTRUCTION, VALIDITY AND PERFORMANCE.

3.2 Successors and Assigns. All of the provisions hereof shall inure to the benefit of and be binding upon the Grantors and the Grantee and their respective successors and assigns.

3.3 Headings, Recitals and Schedules. The headings of articles, sections and other subdivisions of this Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions hereof or affect in any way the meaning or interpretation of this Agreement.

3.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3.5 No Third Party Beneficiary. Nothing expressed or mentioned in this Agreement is intended to or shall be construed to give any person, corporation or other entity other than the parties hereto and their respective successors and assigns, any legal or equitable right or claim under or in respect of this Agreement or any provision herein contained.

3.6 Conflict and Inconsistency; No Merger. To the extent any conflict or inconsistency exists between the provisions of this Agreement and the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall be controlling. The terms and provisions of the Asset Purchase Agreement (including, without limitation, the representations, warranties and covenants therein) shall not merge, be extinguished or otherwise affected by the delivery and execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

GRANTORS:

WEATHERFORD ENTERRA U.S., LIMITED
PARTNERSHIP

By: Weatherford U.S., Inc., its General Partner

By: H. Suzanne Thomas
H. Suzanne Thomas
Senior Vice President
and Secretary

WEATHERFORD U.S., INC.

By: H. Suzanne Thomas
H. Suzanne Thomas
Senior Vice President
and Secretary

GRANTEE:

AMERICAN AERO CRANES, L.L.C.

By: IPC Industries, Inc., its Manager

By: McGowin I. Patrick, Jr.
McGowin I. Patrick, Jr.
Vice President and Assistant Secretary



OFFSHORE TOOL & ENERGY CORPORATION

POST OFFICE BOX 1352
MOBILE, ALABAMA 36633-1352
TEL: 334-432-4472
FAX: 334-432-2778
www.otecorp.com

ksherman@otecorp.com

September 28, 1999

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

Re: Assignment of Trademarks
Registration Numbers: 0986871
0981006
1258271
1274815

Dear Sir or Madam:

Enclosed is a Form PTO-1618A, which shows an assignment of four trademarks from Weatherford Enterra U.S., Limited Partnership and Weatherford U. S., Inc. to Aero International, L.L.C. (previously American Aero Cranes, L.L.C.). A copy of the general Assignment between the parties is attached hereto. In addition, I have enclosed a copy of the name change from American Aero Cranes, L.L.C. to Aero International, L.L.C.

Please issue a new certificate of registration to Aero International, L.L.C. for the applicable trademark registrations. The filing fee of \$160.00 is enclosed. Please feel free to call should you have any questions or need anything further.

Sincerely,

Kathy P. Sherman
General Counsel

Encl.

UNITED STATES OF AMERICA
State of Louisiana



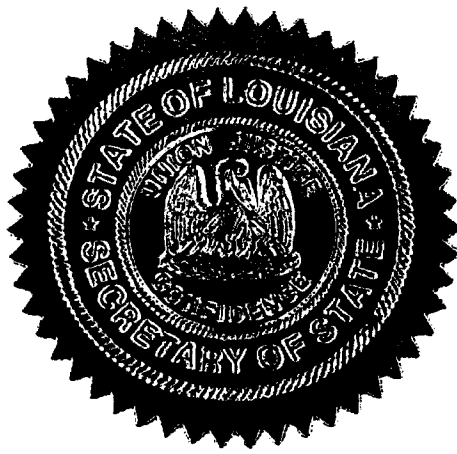
Joz McKeithen
SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that the annexed transcript was prepared by and in this office from the record on file, of which purports to be a copy, and that it is full, true and correct.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,
JUL 23 1998

Joz McKeithen

Secretary of State



**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF
AMERICAN AERO CRANES, L.L.C.**

On the 22 day of July, 1998, Aero Holdings, L.L.C., (formerly Aero International, L.L.C.), the sole member of American Aero Cranes, L.L.C., a Louisiana Limited Liability Company, amended the Articles of Organization of American Aero Cranes, L.L.C. as follows:

I.

Article One is amended to read as follows:


ARTICLE ONE

The name of the Limited Liability Company shall be:

AERO INTERNATIONAL, L.L.C.

Dated: July 22, 1998
Time: 8:01

AERO HOLDINGS, L.L.C. (formerly
AERO INTERNATIONAL, L.L.C.),
as Sole Member of
AMERICAN AERO CRANES, L.L.C.



McGowin I. Patrick, Jr.
President

ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF MOBILE

BEFORE ME, the undersigned authority, personally came and appeared McGowin I. Patrick, Jr., to me known to be President of Aero Holdings, L.L.C. (formerly Aero International, L.L.C.), as sole member of American Aero Cranes, L.L.C., and the person who executed the foregoing instrument in such capacity and who, being duly sworn, acknowledged in my presence and in the presence of the undersigned witnesses that he is authorized to, and did execute the foregoing instrument in such capacities for the said Company, as his and its free act and deed.

IN WITNESS WHEREOF, the appearer and witnesses and I have hereunto affixed our signatures in multiple originals on this 22 day of July, 1998.

WITNESSES:

Brandi Herrington

McGowin I. Patrick, Jr.
~~Member~~

Ann Davis

Sanford E. [Signature]
NOTARY PUBLIC 2/19/2001

**CONSENT OF THE SOLE
MEMBER OF
AMERICAN AERO CRANES, L.L.C.**

The undersigned representing the sole Member of American Aero Cranes, L.L.C., a Louisiana Limited Liability Company ("Company"), and acting herein as permitted by the Louisiana Limited Liability Company Law, hereby adopts the following resolutions:

RESOLVED, that Article One of the Company's Articles of Organization are hereby amended to read as follows:

ARTICLE ONE

- * The name of this Limited Liability Company (hereinafter the "Company") shall be:

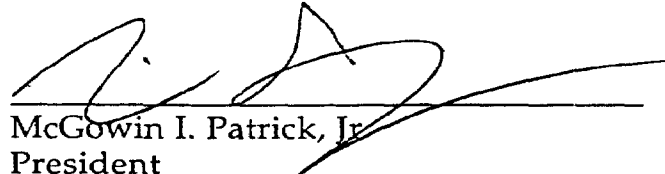
AERO INTERNATIONAL, L.L.C.

FURTHER RESOLVED, that the Articles of Amendment to the Company's Articles of Organization be filed accordingly evidencing same.

FURTHER RESOLVED, that this Consent be filed in the minute book.

Dated: July 22, 1998
Time: 3:00

**AERO HOLDINGS, L.L.C. (formerly
AERO INTERNATIONAL, L.L.C.)
as Sole Member of
AMERICAN AERO CRANES, L.L.C.**



McGowin I. Patrick, Jr.
President

ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF MOBILE

BEFORE ME, the undersigned authority, personally came and appeared McGowin I. Patrick, Jr., to me known to be President of Aero Holdings, L.L.C. (formerly Aero International, L.L.C.), as sole member of American Aero Cranes, L.L.C., and the person who executed the foregoing instrument in such capacity and who, being duly sworn, acknowledged in my presence and in the presence of the undersigned witnesses that he is authorized to, and did execute the foregoing instrument in such capacities for the said Company, as his and its free act and deed.

IN WITNESS WHEREOF, the appearer and witnesses and I have hereunto affixed our signatures in multiple originals on this 22 day of July, 1998.

WITNESSES:

Brandi Herrington

McGowin I. Patrick, Jr.
~~Member~~

As Davis

Brandi Herrington
NOTARY PUBLIC 2/19/2001