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U.S. DEPARTMENT OF COMMERCE
RECORDATION FORM COVER SHEET P
TRADEMARKS ONLY

101289666

03-03-2000
U.S. Patent & TMO/TM Mail Rcpt Dt. #34

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original.

1. Name of conveying party(ies):

DRESSER INDUSTRIES, INC.
2601 Beltline Road
Carrollton, TX 75006

2. Name and address

DRESSER EQUIPMENT GROUP, INC.
2601 Beltline Road
Carrollton, Texas 75006

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

- Individual
- General Partnership
- Corporation-State Delaware
- Other
- Citizenship
- Association
- Limited Partnership

3. Nature of Conveyance:

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

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

Execution Date: February 22, 2000

4. Application number(s) or registration number(s). Additional sheet attached? Yes No

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1396487
0556039
0855814

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Carolyn Sue Waldo
Internal Address: Dresser Equipment Group, Inc.
1-B-121
Street Address: 2601 Beltline Road
City: Carrollton
State: TX Zip: 75006

6. Number of applications and registrations involved:
3
7. Amount of fee enclosed or authorized to be charged: \$ Required Amount
8. Deposit account number (Attach duplicate copy of this form if paying by deposit account): 02-1031

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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.

Carolyn Sue Waldo Carolyn Sue Waldo 3/2/00
Name of Person Signing Signature Date

Total number of pages including cover sheet: 3

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

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

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TRADEMARK ASSIGNMENT

WHEREAS, DRESSER INDUSTRIES, INC., a corporation of the State of Delaware, having a place of business at 1600 Pacific Avenue, Dallas, Texas 75201 (hereinafter called "ASSIGNOR") is the owner, by assignment or agreement, of all right, title and interest in and to the United States Trademark Registrations listed below (hereinafter referred to as "TRADEMARKS"):

Mark	Registration No.	Registration Date
DRESSER	1396487	June 10, 1986
DRESSER	0556039	March 11, 1952
DRESSER & Design	0855814	September 3, 1968

WHEREAS, DRESSER EQUIPMENT GROUP, INC., a corporation of the State of Delaware, having a place of business at 2601 Beltline Road, Carrollton, Texas 75006 (hereinafter called "ASSIGNEE"), is desirous of acquiring the ASSIGNOR's entire right, title and interest in and to said TRADEMARKS and the goodwill connected therewith.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR does hereby Sell, Assign, and Transfer to ASSIGNEE, its successors and assigns ASSIGNOR's entire worldwide right, title and interest in and to said TRADEMARKS together with the goodwill connected therewith, and the right to recover for past infringements of TRADEMARKS, the same to be held and enjoyed by the ASSIGNEE for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives;

ASSIGNOR hereby covenants that it has the full right to convey the interest in said TRADEMARKS herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith;

ASSIGNOR further agrees to execute and deliver, from time to time, all further instruments of conveyance, assignment and further assurances and perform all such other acts as may reasonably be required to transfer and assign all of ASSIGNOR's right, title and interest in and to and under said TRADEMARKS.

