

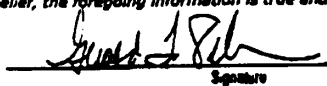
<p>Corrected Form PTO No. 21-92 MRP 3-1-00</p> <p>05-16-2000</p> <p>101321194</p> <p>U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office</p> <p>SHEET</p>	
<p>BOX ASSIGNMENTS. Commissioner of Patents and Trademarks, Washington, D.C. 20231 Please record and index the attached original documents or copy thereof</p>	
<p>1. Name of conveying party(ies): <u>Anthony Elgar Saville Vernon</u> <u>Stephen Meier, Oilwell (Proprietary) Limited, Oilwell</u> <u>Manufacturing (Proprietary) Limited, Protec USA, Inc., Warner</u> <u>Urban trading as Pro-Tec Deutschland, Michael Robert Smith</u> <u>and Euro-Oil Limited</u></p>	<p>2. Name and address of receiving party(ies). Name: <u>Protec International Limited</u> Address: <u>Suites 13 and 15 Sarnia House Le Truchot</u> City: <u>St. Peter Port Guernsey</u> Country: <u>Channel Islands</u> Type of Company: <u>Limited Company</u> Corporation-Country: <u>Guernsey (Channel Islands)</u> <small>It requires a fee, indicated in the United States, a different representation or designation is required</small> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <small>(Designation that is a separate assignment from assignment)</small> Additional filings & attachments created? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance: <u>Correction of Assignment previously recorded on</u> <u>November 5, 1999 at Rec/Patent 0019270763 to ERRATA + R</u> <u>40 ASSIGNEE'S STATE OF INCORPORATION.</u> Execution Date: <u>July 4, 1998</u></p>	
<p>4. A. Trademark Application No(s): <u>TM</u></p>	<p>B. Trademark Registration No (s) <u>1,863,419</u></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: <u>Gerald L. Fellows</u> <u>Michael Best & Friedrich LLP</u> <u>Suite 3300</u> <u>100 East Wisconsin Avenue</u> <u>Milwaukee, WI 53203-4108</u></p>	<p>6. Total number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41):..... \$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Deficiencies in fee charged to deposit account</p> <p>8. Deposit account number: <u>113060</u></p>
<p>DO NOT USE THIS SPACE</p> <p style="text-align: right;"><u>Ehg 40</u></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. <u>Gerald L. Fellows</u> <u>Gerald L. Fellows</u> <u>May 4 2000</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and documents: <u>15</u></p>	
<p>U.S. DEPARTMENT OF COMMERCE PATENT AND TRADEMARK OFFICE</p>	<p>Attorney File <u>106690003</u></p>

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IN FORM COVER SHEET
TRADEMARKS ONLY

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

<p>1. Name of conveying party(ies): <u>Anthony Edgar Saville Vernon Stephen Meyer, Olweid (Proprietary) Limited, Olweid Manufacturing (Proprietary) Limited, Protec USA Inc, Werner Uman trading as Pro-Tec Deutschland, Michael Robert Smith and Euro-Oil Limited</u></p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Protec International Limited</u></p> <p>Address: <u>Suites 13 and 15 Sarma House Le Truchet</u></p> <p>City: <u>St Peter Port Guernsey</u> Country: <u>Channel Islands</u></p> <p>Type of Company: <u>Limited Company</u></p> <p>Corporate-Country: <u>Jersey (Channel Islands)</u></p> <p><small>If applicant is not domiciled in the United States, a certified copy of certificate of incorporation is attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</small></p> <p><small>(Designated filed by a separate document (First Assignment))</small> Assigned heretofore & otherwise assigned? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance: <u>Assignment</u></p> <p>Execution Date: <u>July 8 1999</u></p>	<p>4. A Trademark Application No.(s)</p> <p>B Trademark Registration No.(s) <u>1,983,419</u></p>
<p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to which correspondence concerning document should be mailed:</p> <p><u>Gerard L. Fellows</u> <u>Michael Best & Friedrich LLP</u> <u>Suite 3300</u> <u>100 East Wisconsin Avenue</u> <u>Milwaukee, WI 53202-4106</u></p>	<p>6. Total number of applications and registrations involved <u>1</u></p> <p>7. Total fee (37 CFR 3.41):.....\$ <u>40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Deficiency in fee charged to deposit account</p> <p>8. Deposit account number: <u>13-3089</u></p>
<p>DO NOT USE THIS SPACE</p>	
<p>9. Statement and signature</p> <p><i>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.</i></p> <p><u>Gerard L. Fellows</u>  <u>November 5 1999</u> Name of Person Signing Signature Date</p> <p>Total number of pages including cover sheet, attachments, and documents: <u>10</u></p>	
<p>USPS Form 1012 (Rev. 10/97)</p>	<p>Alimony Fee #7831/8000</p>

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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
Byann 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: *[Signature]*
Name: Michael Best
Title: Attorney
Date: 3/11/99

*Mr. Robert Curry has to have true copy of the Assignor's of which is payable to Mr. Robert Curry
Kings Cross, London, E.C.1A 1ON*

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 Winnar Avenue Gauteng 1685 South Africa ("Oilwell") OILWELL MANUFACTURING (PROPRIETARY) LIMITED whose principal office is also at Halfway House 30 de Winnar 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

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We hereby certify this to be a true copy of the contents of the original as presented to us by the Applicant, Messrs. [Name], [Address], [City], [State], [Country].

world owned by the parties hereto ("the Trade Marks")

- (B) Oilwell and Euro-Oil are further entitled to the benefit of the applications in respect of the Community Trade Marks particulars of which are set out in Part III of the Schedule hereto ("the Community Trade Marks")
- (C) By a Trade Mark Licence Agreement dated 31st October 1996 between Mr Saville Mr Meier Oilwell and Oilwell Manufacturing of the one part and Mr Smith and Mr Urban of the other part ("the Licence") the licensee was granted a licence to use certain of the Trade Marks as therein provided
- (D) Mr Smith and Mr Urban entered the Licence and have at all times held the rights granted under it in their capacity as directors of and on behalf of Euro-Oil and Euro-Oil has at all times traded in and promoted itself as the supplier of the products covered by the Licence
- (E) Mr Saville Mr Meier Mr Urban and Mr Smith as parties to an Agreement dated 1st August 1997 between them relating to the incorporation of the Assignee have agreed to join in this Assignment to give effect to the provisions hereinafter appearing
- (F) In the premises the Assignor has agreed to assign the Trade Marks to the Assignee on the terms appearing below

My Notary Convey this to be a true copy of the assignment of the Trade Marks to the Assignee as per the Copy of the Assignment, dated 18/05/00.

MB

NOW THIS DEED WITNESSETH AS FOLLOWS:-

- (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

It is hereby certified that this is the only copy of the assignment of the above mentioned marks which has been submitted to the Registrar for registration.

(4) The parties hereto agree to use their best endeavours to acquire any registrations 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 (OAMI) 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 License 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)

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Written by Clerk, this is a true and correct copy of the data shown on the original as filed in the office of the Registrar, Bangalore, INDIA.

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	339038	31st March 1988	4
AUSTRIA	"	PROTEC	171 175	7th September 1988	1
FRANCE	"	PROTEC	1 593 206	15th February 1989	1,3,4
ITALY	"	PROTEC	572372	3rd March 1989	4
USA	Protec USA Inc	PRO TEC LOGO (Device No 1) and (Device No 2226)	1863419	1st November 1993	1
SOUTH AFRICA	Oilwell (Proprietary) Limited	PRO TEC LOGO (Device No 1) (Device No 2247)	87/10281	15th December 1987	4
SOUTH AFRICA	"	GOLD PLATE	87/8922	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	Esso-Oil Limited	PRO-TEC 2000	1529419	27th December 1993	1
ARGENTINA	"	PRO-TEC 3000	1529420	27th December 1993	4

We hereby certify this to be a true copy of the document in which it appears to be a Copy from the original document.

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	Furn-Oil Ltd	PRO TEC LOGO (Device No 1) [Device No 2217]	62661	1st April 1996	1, 7
"	"	COMTEC	274712	20th June 1996	1, 4, 7
"	Oilwell (Proprietary) Limited	PROTEC	393637	24th October 1996	1, 3, 4

We hereby certify this to be a true copy of the records of the State of New York.

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



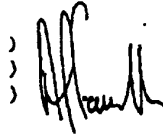
W. Stout
3 Morgan Avenue
Sale
Chatham

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



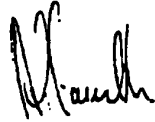
W. Stout
(as above)

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)

We hereby certify that the above is a true and correct copy of the original as shown to the undersigned on the date hereof.

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

[Signature]
M. NELSON
MULBERRY BARR
CRPAT COMBES
PENSHORE, WYOMING
TEACHER.

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

Director:
Secretary:

[Signature]

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

Director:
Secretary:

[Signature]