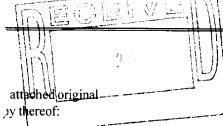
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	Honorable Commissioner of Pa Box Assignments 1013213 Washington, D.C. 20231	attaohed original	
	Name of conveying party(ies):	Name and address of receiving party(ies):	
	Weatherford Holding U.S., Inc.  Individual(s) Association General Partnership Limited Partnership	WEATHERFORD/LAMB,INC. 515 POST OAK BLVD., SUITE 600 HOUSTON TEXAS 77027	
	X_CorporationDelawareOther  Additional name(s) of conveying party(ies) attached?Yes _x_No	Individual(s)AssociationGeneral PartnershipLimited PartnershipX_ Corporation - DelawareOther	
		If assignee is not domiciled in the United States, a domestic representative designation is attached: _ Yes _ No (Designations must be a separate document from Assignment.)	
	3. Nature of conveyance:	Additional name(s) of conveying party(ies) attached? Yes x No	
	X Assignment Merger Security Agreement Change of Name Other		
	Execution Date: March 14, 2000		
	4. Application number(s) or registration number(s):		
	A. Trademark Application No.(s): 75/521,385 and 75/676,679  B. Trademark registration No.(s): 1,284,311, 1,284,607 and 2,176,180  Additional numbers attached?YesxNo		
	Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:	
	John C. Cain, Esq. HOWREY SIMON ARNOLD & WHITE, LLP		
	750 Bering Drive Houston, Texas 77057	7. Total fee (37 C.F.R. § 3.41): \$140.00  _X_ Enclosed  Authorized to be charged to deposit account  _X_ Charge deposit account in the event the check is inadvertently omitted, or the amount is insufficient	
		8. Deposit account number: 01-2508	
04/17/2000 TTI		: HIS SPACE.	
01 FC:481 02 FC:482	9. Statement and signature: To the best of my knowledge and belief, the foregoing information is original document.  John C. Cain, Esq. Name of Person Signing Sign	true and correct, and any attached copy is a true copy of the  3/17/00  ature  Page 1 of 6	
		rage roro	

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## ASSIGNMENT OF UNITED STATES TRADEMARK APPLICATIONS AND REGISTRATIONS

WHEREAS, Weatherford Holding U.S., Inc., a Delaware Corporation (hereinafter referred to as "Assignor"), having a place of business located at 515 Post Oak Blvd., Suite 600, Houston, Texas 77027, owns (as evidenced in the records of the Patent and Trademark Assignment Branch and the attached *nunc pro tunc* assignment), and is using the trademarks which are filed or registered in the United States Patent and Trademark Office as set forth below (hereinafter referred to as the "Trademarks"):

APPLICATION/REGISTRATION NO.	MARK
1,281,311	WILLIAMS
1,284,607	WILLIAMS
2,176,180	Keep Drilling and Design
75/521,385	VIRTUAL RISER
75/676,679	RISERCAP

WHEREAS, Weatherford/Lamb, Inc., a Delaware corporation (hereinafter referred to as "Assignee"), having a place of business located at 515 Post Oak Blvd., Suite 600, Houston, Texas 77027, is desirous of acquiring all right, title and interest in and to the Trademarks, including any choses in action relating to said Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof set forth above; and

WHEREAS, it is desired that the assignment of the Trademarks listed above be made a matter of record in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor hereby sells, assigns, transfers and conveys unto Assignee all of its right, title and

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Trademarks, claims for damages, profits and costs, both in equity and law, for any infringement or infringements of said Trademark rights accruing on or before the date of this Assignment, together with the goodwill of the business symbolized by the Trademarks, and including the applications and registrations thereof as set forth above, and further, Assignor hereby covenants, agrees and undertakes to execute, whenever requested by Assignee, all applications, assignments, lawful oaths and any other papers which Assignee may deem necessary or desirable for securing to Assignee or for maintaining for Assignee the Trademarks hereby assigned, all without further compensation to Assignor.

WEATHER FORD HOLDING U.S., INC.

By:

Name: Scott H. Brown

Title: Assistant Corporate Secretary

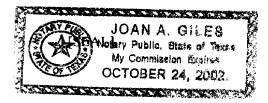
STATE OF TEXAS

§

SS.

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this Agriculture 2000, personally appeared Scott H. Brown, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument as Assistant Corporate Secretary on behalf of Assignor, the corporation therein named, and acknowledged to me that the instrument was the free deed and act of said corporation for the purposes therein set forth and intending that this instrument be recorded.



Notary Public

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\* Being recurded separately with the Assignment Brounch

NUNC PRO TUNC TRADEMARK ASSIGNMENT

WHEREAS, Williams Tool Company, Inc. (hereinafter referred to as "Assignor"), an

Arkansas Corporation having places of business located at Fort Smith, Arkansas 72906, is using

the trademarks as set forth in attached Schedule A and has registered the marks in the United

States Patent and Trademark Office (hereinafter referred to as the "Trademarks");

WHEREAS, Weatherford Holding U.S., Inc. (hereinafter referred to as "Assignee"), a

Delaware Corporation having a place of business located at 515 Post Oak Blvd., Suite 600,

Houston, Texas 77027, is desirous of acquiring all right, title and interest in and to the

Trademarks, including any choses in action relating to said Trademarks, together with the

goodwill of the business symbolized by the Trademarks and the registrations thereof set forth on

the attached Schedule A; and

WHEREAS, it is desired that the assignment of the Trademarks listed on the attached

Schedule A be made a matter of record in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the full receipt and

sufficiency of which are hereby acknowledged, and intending to be legally bound hereby,

Assignor hereby sells, assigns, transfers and conveys unto Assignee all of its right, title and

interest, whether statutory or common law, in and to the aforesaid Trademarks, including any

choses in action relating to said Trademarks, claims for damages, profits and costs, both in equity

and law, for any infringement or infringements of said Trademarks rights accruing on or before

the date of this Assignment, together with the goodwill of the business symbolized by the

Trademarks, and including the registrations thereof as set forth on attached Schedule A, nunc pro

tunc effective November 1, 1999, and further, hereby covenants, agrees and undertakes to

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execute, whenever requested by Assignee, all applications, assignments, lawful oaths and any other papers which Assignee may deem necessary or desirable for securing to Assignee or for maintaining for Assignee the Trademarks hereby assigned, all without further compensation to Assignor.

WILLIAMS TOOL COMPANY, INC.

Name:

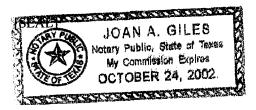
Title:

STATE OF TEXAS

SS.

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this 15 day of Warch 2000, personally appeared <u>Burt M. Mortin</u>, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument as Associate General Counsel [title] on behalf of Williams Tool Company, Inc., the corporation therein named, and acknowledged to me that the instrument was the free deed and act of said corporation for the purposes therein set forth and intending that this instrument be recorded.



Joan a. Glew Totary Public

## **SCHEDULE A**

Country	Registration No.	<u>Mark</u>
United States	Registration No. 1,284,311	WILLIAMS
United States	Registration No. 1,284,607	WILLIAMS

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TRADEMARK REEL: 002052 FRAME: 0499

**RECORDED: 03/17/2000**