

05-02-2000

11-22-99

PRE: EXAM



101341066

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original document or copy thereof.

1. Name of conveying party(ies):

WHEATLEY GASO, INC.  
11100 W. Airport Blvd.  
Stafford, TX 77477

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

2. Name and address of receiving party(ies):

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

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

3. Nature of Conveyance:

Assignment       Change of Name  
 Security Agreement       Merger  
 Other

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

Yes  
 No

Execution Date: November 16, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1590490  
1615426

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:  
2

7. Amount of fee enclosed or authorized to be charged:  
\$Required Fees

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account): 02-1031

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.

Carolyn Sue Waldo      Carolyn Sue Waldo      11-18-99  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet: 3

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information:

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503.

TRADEMARK ASSIGNMENT

WHEREAS, WHEATLEY GASO, INC., a corporation of the State of Delaware, having a place of business at 11100 W. Airport Blvd., Stafford, Texas 77477 (hereinafter called "ASSIGNOR") is the owner, by assignment or agreement, of all right, title and interest in and to the United States and Trademark Registrations listed below (hereinafter referred to as "TRADEMARKS"):

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
GATEOR	1590490	April 10, 1990
NACE PLUS	1615426	October 2, 1990

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 One Dollar (\$1.00) 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 (subject only to outstanding license agreements) 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.

IN TESTIMONY WHEREOF, ASSIGNOR has caused this Assignment to be executed by its duly authorized officer as of this 16 day of November, 1999

By: *Stuart M. Brightman*

Stuart M. Brightman  
President  
Wheatley Gaso, Inc.

THE STATE OF TEXAS    §  
                                      §  
COUNTY OF                 §

BEFORE ME, the undersigned authority, on this day personally appeared Stuart M. Brightman, President of Wheatley Gaso, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16 day of November, 1999

*Janice W. Schramm*  
Notary Public

