

06-05-2000

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U.S. DEPARTMENT OF CC
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TRADEMARKS ONLY



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06-16-2000

U.S. Patent & TMO/TM Mail Rpt Dt. #22

To the Honorable Commi

1. Name of conveying party(ies):

HALLIBURTON GROUP CANADA, INC.
1000-33-5th Avenue SW
Calgary, Alberta, Canada T2P 3B6

2. Name and address of rece

HALLIBURTON ENERGY SERVICES, INC.
2601 Beltline Road
Carrollton, Texas 75006

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation - Province of Alberta Canada
- Other

- 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: April 17, 2000

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1855109, 2054399

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Carolyn Sue Waldo
Internal Address: Halliburton Energy Services, 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 Amount

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

06/02/2000 DNGUYEN 00000143 021031 1855109 DO NOT USE THIS SPACE

01 FC:481 40.00 CH
02 FC:482 25.00 CH

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

Name of Person Signing

Carolyn Sue Waldo
Signature

5/10/00
Date

Total number of pages including cover sheet: 3

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

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Mail documents to be recorded with required cover sheet information:

Commissioner of Patent and Trademarks

Box Assignments

Washington, D.C. 20231

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TRADEMARK
REEL: 002083 FRAME: 0180

TRADEMARK ASSIGNMENT

WHEREAS, HALLIBURTON GROUP CANADA, INC., a corporation of the province of Alberta Canada, having a place of business at 1000-33-5th Avenue SW, Calgary, Alberta, Canada T2P 3B6 (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> |
|-------------|-------------------------|--------------------------|
| VALOR | 1,855,109 | September 20, 1994 |
| QC | 2,054,399 | April 22, 1997 |

WHEREAS, HALLIBURTON ENERGY SERVICES, 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 17th day of April, 2000.

By: Blaine Boerchers

Blaine Boerchers
Controller
Halliburton Group Canada, Inc.

PROVINCE OF ALBERTA §
 §
COUNTRY OF CANADA §

BEFORE ME, the undersigned authority, on this day personally appeared Mr. Blaine Boerchers, Controller of Halliburton Group Canada, 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 17th day of April, 2000.

Msj Ms Stewart

Notary Public

MARLENE G. STEWART
Barrister & Solicitor