

04-16-2001

U.S. DEPARTMENT OF COMMERCE
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101673620

02-26-2001

U.S. Patent & TMO/TM Mail Rpt Dt. #57

To the Honorable Commissioner of Patents and Trademarks, U.S. Patent and Trademark Office, P.O. Box 108, Washington, D.C. 20543

1. Name of conveying party(ies): 2-26-01

BENTONITE CORPORATION
1999 Broadway, Suite 4300
Denver, Colorado 80202

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

2. Name and address of recipient:

HALLIBURTON ENERGY SERVICES, 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: February 19, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1644153

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:
3

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): 08-0300

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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 2/22/01
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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Mail documents to be recorded with required cover sheet information:
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TRADEMARK ASSIGNMENT

WHEREAS, BENTONITE CORPORATION, a corporation of the State of Delaware, having a place of business at 1999 Broadway, Suite 4300, Denver, Colorado 80202 (hereinafter called "ASSIGNOR") is the owner, by assignment or agreement, of all right, title and interest in and to the United States and Trademark Registration listed below:

Mark	Registration No.	Issue Date
BARAMIX	1644153	May 14, 1991

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 TRADEMARK 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 TRADEMARK (subject only to outstanding license agreements) together with the goodwill connected therewith, and the right to recover for past infringements of TRADEMARK, 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 TRADEMARK 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 TRADEMARK.

