

MUD
7/16/01

07-20-2001



101784213

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

1. Name of conveying party(ies):
DRESSER INDUSTRIES, INC.

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

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: DRESSER EQUIPMENT GROUP, INC.
 Internal Address: _____
 Street Address: 2601 Beltline Road
 City: Carrollton State Texas ZIP: 75006

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other NUNC PRO TUNC TRADEMARK ASSIGNMENT,
Effective as of January 31, 1999

Execution Date: July 10, 2001

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
SEE ATTACHED

B. Trademark registration No.(s)
SEE ATTACHED

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Russell N. Rippamonti
Jenkins & Gilchrist, P.C.
 Internal Address: _____
 Street Address: 1445 Ross Avenue, Ste. 3200
 City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: 66

7. Total fee (37 CFR 3.41): \$ 1,665.00
 Enclosed
 Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number: _____
 (Attach duplicate copy of this page if paying by deposit account)

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.

Russell N. Rippamonti 7/12/01
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 11

07/20/2001 BTOM11 00000020 75153183
 01 FC:481 40.00 OP
 02 FC:482 1625.00 OP
 Dallas2 804246 v 1, 52792.00002

Continuation of Page 1 Recordation Form Cover Sheet

**DRESSER INDUSTRIES, INC., Conveying Party, and
DRESSER, INC., Receiving Party**

4. Application number(s) or registration number(s):

A. Trademark Application No(s).:

75/153,183

75/237,829

B. Trademark registration No(s).:

98,368

284,361

348,949

544,021

571,534

574,536

575,135

591,857

601,528

614,388

666,587

677,579

710,562

735,192

735,193

736,785

746,453

756,307

760,511

777,233

777,344

780,128

784,261

790,212

910,630

916,278

925,372

954,993

1,033,699

1,041,198

1,066,582

1,161,639

1,219,800

1,303,489

1,316,715

1,334,713

1,335,938

1,340,330

1,396,486

1,418,160

1,418,161

1,447,263

Continuation of Attachment

**DRESSER INDUSTRIES, INC., Conveying Party, and
DRESSER, INC., Receiving Party**

4. Application number(s) or registration number(s):

B. Trademark registration No(s).:

1,460,671
1,520,565
1,525,329
1,546,143
1,546,427
1,691,229
1,772,780
1,774,451
1,781,103
1,929,237
2,047,675
2,059,555
2,063,629
2,096,971
2,105,273
2,117,431
2,131,848
2,160,534
2,213,218
2,218,062
2,259,480
2,279,729

NUNC PRO TUNC TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective nunc pro tunc as of the 31st day of January, 1999 (the "Effective Date"), between DRESSER INDUSTRIES, INC. ("ASSIGNOR") and DRESSER EQUIPMENT GROUP, INC. ("ASSIGNEE").

WHEREAS, DRESSER INDUSTRIES, INC., a Delaware corporation, having its principal place of business at 2601 Beltline Road, Carrollton, Texas 75006 has adopted, intends to use, used and is using the trademarks listed in Exhibits A and B ("Marks") attached hereto; and

WHEREAS, DRESSER EQUIPMENT GROUP, INC., a Delaware corporation, having its principal place of business at 2601 Beltline Road, Carrollton, Texas 75006, is desirous of acquiring all rights, title and interest in the Marks, including but not limited to, common law rights, and applications for registration and registrations thereof, together with the goodwill of the business symbolized by said Marks;

WHEREAS, ASSIGNOR transferred to ASSIGNEE certain assets whereby ASSIGNEE acquired from ASSIGNOR, and thereby became the successor to, the portion of ASSIGNOR'S business to which the Marks pertain, which business is ongoing and existing; and

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR does hereby assign and transfer to ASSIGNEE, its successors and assigns, all rights, title and interest in the Marks, including, but not limited to, common law rights, and applications for registration and registrations thereof, together with the goodwill of the business symbolized by said Marks, the right to secure registrations for the Marks in all countries, and ASSIGNOR hereby authorizes and requests the Commissioner of Trademarks to issue any and all trademarks registrations resulting from the trademark applications for the Marks to ASSIGNEE as ASSIGNEE of the entire right, title and interest therein, all of the foregoing to be held and enjoyed by ASSIGNEE for its own use and for the use of its successors, assigns or other legal representatives, together with all of the income, royalties, damages and payments now or hereafter due or payable with respect thereto and the right to sue and recover damages by reason of past, present and future infringement of the rights assigned under this Nunc Pro Tunc Trademark Assignment with the right to sue for and collect the same for

its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this transfer to ASSIGNEE had not been made;

ASSIGNEE's authority hereunder shall include, without limitation, the authority to execute and receive any certificate of ownership or other document to transfer title to any of the Marks, applications for the Marks and other trademark rights and trademark applications assigned pursuant to this Nunc Pro Tunc Trademark Assignment, and to take any other actions necessary or incident to the powers granted to ASSIGNEE in this Nunc Pro Tunc Trademark Assignment.

This instrument shall inure to the benefit of ASSIGNEE and its successors and assigns and shall be binding upon ASSIGNOR and its successors and assigns, effective as of the 31st day of January, 1999.

DRESSER INDUSTRIES, INC.

By: *Lester L. Coleman*
Lester L. Coleman
Sr. Vice President and Asst. Secretary

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me on this day personally appeared Lester L. Coleman known to me to be the Sr. Vice President and Asst. Secretary of Dresser Industries, Inc., and acknowledged to me that he has the authority to execute the foregoing instrument for Dresser Industries, Inc., that he executed the foregoing instrument as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

SUBSCRIBED AND SWORN TO before me this 10th day of July, 2001.

Kathy Seale
Notary Public in and for the State of Texas

My Commission Expires:
08-04-01

KATHY SEALE
Printed Name

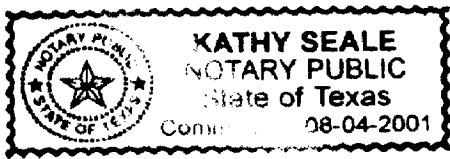


EXHIBIT A

REGISTERED TRADEMARKS

TRADEMARK	REGISTRATION DATE	REGISTRATION NUMBER
360	04/28/1959	677,579
ACTIONLINE	06/01/1993	1,774,451
AL-CLAD	05/31/1977	1,066,582
ARMORED	08/17/1937	348,949
ASHCROFT	09/22/1964	777,233
ASHCROFT	08/28/1962	736,785
ASHCROFT	09/22/1964	777,344
ASHCROFT & Design (shield)	06/11/1985	1,340,330
CAMFLEX	12/14/1971	925,372
CONSOLIDATED	07/14/1914	98,368
DI (stylized)	06/10/1986	1,396,486
DATASAFE	05/06/1997	2,059,555
DIGIGAUGE	07/13/1971	916,278

TRADEMARK	REGISTRATION DATE	REGISTRATION NUMBER
DIGITEST	02/21/1989	1,525,329
DOMOTOR	01/31/1961	710,562
DURAGAUGE	06/23/1931	284,361
DURALIFE	10/13/1987	1,460,671
DURATEMP	02/17/1976	1,033,699
DURATRAN	07/14/1987	1,447,263
ELECTROMATIC	06/01/1965	790,212
GAUGE SAVER	06/19/1951	544,021
GREEN TAG	05/07/1985	1,334,713
GREEN TAG CENTER & Design	05/14/1985	1,335,938
HEISE	06/15/1976	1,041,198
HYDREPAIR (stylized)	06/29/1954	591,857
INSULOK	02/01/1955	601,528
LIQUI-PASS	03/30/1971	910,630
MARC & Design	09/16/1997	2,096,971

TRADEMARK	REGISTRATION DATE	REGISTRATION NUMBER
MAXIFLOW	02/02/1965	784,261
MAXITEST	09/02/1958	666,587
MAXIVISION	10/18/1955	614,388
MICROSPIN BY WAUKESHA & Design	12/02/1997	2,117,431
NIL-COR	12/14/1982	1,219,800
NIL-COR	11/06/1984	1,303,489
NUCLEUS	01/27/1998	2,131,848
POSI-HOLD	05/25/1993	1,772,780
QUADRO	01/29/1985	1,316,715
QWIK-TAP	03/12/1963	746,453
ROOTSPAK	07/13/1993	1,781,103
STAB 39-40	11/26/1963	760,511
STAB-38	07/31/1962	735,192
STAB-39	07/31/1962	735,193
STAB-40	09/10/1963	756,307

TRADEMARK	REGISTRATION DATE	REGISTRATION NUMBER
SVI	10/14/1997	2,105,273
TAP-N-VALVE	11/17/1964	780,128
THERMOFLEX	10/24/1995	1,929,237
TOUCH N GO	12/22/1998	2,213,218
TW & DESIGN	06/09/1992	1,691,229
ULTRASEAL	03/25/1997	2,047,675
UNIVERSAL RAI	11/25/1986	1,418,160
UNIVERSAL RAI (stylized)	11/25/1986	1,418,161
V-LOG	09/21/1999	2,279,729
VALVUE	05/26/1998	2,160,534
VARIPAK	01/17/1989	1,520,565
VCC	05/20/1997	2,063,629
WAUKESHA	07/21/1981	1,161,639
WAUKESHA & Design	03/10/1953	571,534
WAUKESHA & Design	05/19/1953	574,536

TRADEMARK	REGISTRATION DATE	REGISTRATION NUMBER
WAYNE (stylized)	06/02/1953	575,135
WED (stylized)	07/04/1989	1,546,427
WED (stylized)	07/04/1989	1,546,143
WEKSLER	01/19/1999	2,218,062
WHISPAIR (stylized)	03/13/1973	954,993
WKI	07/06/1999	2,259,480

PENDING TRADEMARK APPLICATIONS

TRADEMARK	APPLICATION DATE	SERIAL NUMBER
L-LOG	02/07/1997	75/237,829
WEKSLER INSTRUMENTS & Design	08/20/1996	75/153,183