

01-23-2002

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Ironite Products Company
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: M-I L.L.C., A Delaware limited liability company
Address: Suite 900
Street Address: 1201 Louisiana Street
City: Houston State: TX Zip: 77002
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Delaware limited liability co.
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 09-28-01

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1,130,613 1,006,536
1,279,419
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Patrick C. Woolley
Internal Address: Suite 1000
Polsinelli Shalton Welte
Street Address: 700 W. 47th Street
City: Kansas City State: MO Zip: 64112

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 40.00
Enclosed
Authorized to be charged to deposit account

8. Deposit account number: 50-1662
(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.
Patrick C. Woolley
Signature Date 1/30/01

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01/23/2002 6TON11 00000003 501662 1130613
01 FC:481 40.00 DP
02 FC:482 75.00 CH

TRADEMARK REEL: 002428 FRAME: 0205

Foreign Patent Application Number(s) or Foreign Patent Number(s)									

Trademark Application Number(s) or Trademark Registration Number(s)									

Foreign Trademark Application Number(s) or Foreign Trademark Registration Number(s)									
299778CA									

Copyright(s)									
Title					Date				

ASSIGNMENT

THIS ASSIGNMENT is made the 28th day of September, 2001, by and between Ironite Products Company, a Missouri corporation, whose mailing address is 17998 Chesterfield Airport Road, Suite 215, Chesterfield, Missouri 63005 (hereinafter called the ASSIGNOR) of the one part, and M-I L.L.C., a Delaware limited liability company, whose mailing address is 1201 Louisiana Street, Suite 900, Houston, Texas 77002-5603 (hereinafter called the ASSIGNEE), of the other part:

WHEREAS, the ASSIGNOR is the proprietor of certain U.S. and foreign patent applications, letters patents, common law, registered, and unregistered trademarks and service marks, trademark applications and service mark applications, trade names, copyrights, logos, and other intellectual property, collectively the Intellectual Property, the particulars of such Intellectual Property being set forth as follows in Schedule A; and,

WHEREAS, the ASSIGNOR has agreed with the ASSIGNEE for the sale, assignment, and transfer of any and all of the Intellectual Property to the said ASSIGNEE, together with the goodwill of the business associated therewith, and which is symbolized thereby.

NOW, THEREFORE, that in pursuance of said Agreement and consideration of the sum of ten dollars (\$10.00) paid by the said ASSIGNEE to the said ASSIGNOR, and other good and valuable consideration, the receipt of which is hereby acknowledged, the ASSIGNOR and ASSIGNEE agree as follows:

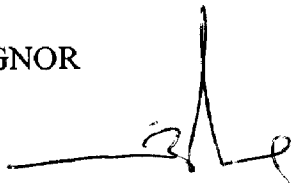
1. Assignment of Trademarks. The ASSIGNOR hereby sells, assigns, and transfers unto the ASSIGNEE any and all of the Intellectual Property, both foreign and U.S., and the entire right, title, and interest in said trademarks and trademark applications, together with the entire right, title, and interest during any and all trademark renewals and extensions that may be granted thereon, to have and to hold for the sole and exclusive use and benefit of the ASSIGNEE, its successors, and

2. Further Assurances. ASSIGNOR will provide ASSIGNEE, its successors, assigns, or other legal representatives, cooperation and assistance at the ASSIGNEE's reasonable request and ASSIGNOR's expense, such assistance, including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, powers of attorney, or other supplemental documentation as may reasonably be required to reflect the parties intent set forth herein.

3. Effective Date. This Assignment of Intellectual Property shall be effective as of the date first written above.

IN WITNESS WHEREOF, the said parties have hereto caused the signatures of duly authorized officers, on the day and year first above written.

ASSIGNOR

By: 
Richard B. Fox, President

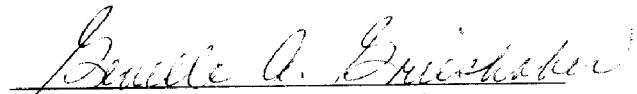
ASSIGNEE

By: _____
Name: _____
Title: _____

State of Mo.)
County of St. Louis)

ss:

Before me, the undersigned notary public, personally appeared said Richard B. Fox and Genelle Brieshaber and acknowledged the foregoing instrument to be their free act and deed this 28 day of September, 2001.


(Notary Public)

Seal

assigns, together with the goodwill of the business associated therewith, and which is symbolized thereby, and the right to sue and recover for past infringement thereof.

2. Further Assurances. ASSIGNOR will provide ASSIGNEE, its successors, assigns, or other legal representatives, cooperation and assistance at the ASSIGNEE's reasonable request and ASSIGNOR's expense, such assistance, including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, powers of attorney, or other supplemental documentation as may reasonably be required to reflect the parties intent set forth herein.

3. Effective Date. This Assignment of Intellectual Property shall be effective as of the date first written above.

IN WITNESS WHEREOF, the said parties have hereto caused the signatures of duly authorized officers, on the day and year first above written.

ASSIGNOR

By: _____
Richard B. Fox, President

ASSIGNEE

By: _____
Name: C.I.S. RIVERS
Title: V.P. CFO of TRADEMARK

State of _____)
County of _____) ss:

Before me, the undersigned notary public, personally appeared said _____ and acknowledged the foregoing instrument to be their free act and deed this _____ day of September, 2001.

Seal

(Notary Public)

SCHEDULE A

TRADEMARKS
IRONITE PRODUCTS COMPANY

REGISTERED MARKS

COUNTRY/MARK	REGISTRATION NO.	REGISTRATION DATE
(Canada) SPONGE & Design	299778	02/08/85
U.S. - THE H2S SCAVENGER	1,130,613	02/12/80
U.S. - SPONGE & Design	1,279,419	05/29/84
U.S. - IRONITE SPONGE & Design	1,006,536	03/11/75

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