

01-23-2002

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY Docket No.: WEATH 002/801/802/804/805/806



Patents and Trademarks: Please record the attached original documents or copy hereof.

101958300

Weatherford Artificial Lift Systems, Inc.

1.11.02

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

Name: Weatherford/Lamb, Inc.
Address: 515 Park Oak Boulevard
Houston, Texas 77027

Individual(s)
General Partnership
[X] Corporation-State Delaware
Additional name(s) of conveying party(ies) attached Yes X No

3. Nature of conveyance:
[X] Assignment Merger
Security Agreement Change of Name
Other:
Execution Date: November 6, 2001

Individual(s) citizenship
Association
General Partnership
Limited Partnership
[X] Corporation-State Delaware

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

A. Trademark Application No.(s)
75/540,241 (AMERICAN)
74/517,505 (AMERICAN & Design)
74/517,506 (AMERICAN INTERNATIONAL)
74/517,507 (AMERICAN INTERNATIONAL PUMPS, INC. & Design)

B. Trademark Registration No.(s)
1,951,741 (MAXIMIZER)
1,953,584 (MAXIMIZER II)
Additional Numbers attached? Yes X No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Mark N. Mutterperl
Internal Address: Fulbright & Jaworski L.L.P.
Street Address: 666 Fifth Avenue
City: New York State: NY Zip: 10103

6. Total number of applications and registration involved: 6
7. Total fee (37 CFR 3.41) \$165.00
[X] Enclosed
[X] Authorized to be charged to deposit account in the event of insufficiency of check

8. Deposit account number:
[NUMBER] 50.0624-Order No. 09706124
(Attach duplicate copy of this page if paying by deposit account)

01/22/2002 TDIAZ1 00000022 75540241

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 125.00 OP

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.

Mark N. Mutterperl

Signature

January 11, 2002

Name of Person Signing

Signature

Date

Total number of pages including cover sheet and attachments 5

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

"Express Mail" mailing label No. EL638930130US

TRADEMARK ASSIGNMENT

WHEREAS, Weatherford Artificial Lift Systems, Inc., a corporation formed under the laws of the State of Delaware, whose principal place of business is 515 Post Oak Blvd., Houston, Texas 77027 ("Assignor"), was the sole and exclusive owner of the entire right, title and interest in and to the trademarks and pending "intent-to-use" and "use" trademark applications and registrations thereof in the United States Patent and Trademark Office set forth in Schedule A attached hereto and incorporated by reference herein.

WHEREAS, Weatherford/Lamb, Inc., a corporation formed under the laws of the State of Delaware, having a principal place of business at 515 Post Oak Blvd., Houston, Texas 77027 ("Assignee"), was desirous of acquiring the entire right, title and interest in and to said trademarks and pending applications for registration and registrations thereof, together with the goodwill of the business symbolized by said trademarks;

WHEREAS, Assignor intended to use the mark AMERICAN INTERNATIONAL PUMPS, INC. & Design, listed in Schedule A, in commerce and filed an application with the United States Patent and Trademark Office based upon its bona fide intent-to-use said mark in commerce, which application was given the serial number shown, but had not yet filed an allegation of use of the mark under Section 1(c) or 1(d) of the Trademark Act;

WHEREAS, Assignee has acquired the entire business, or a portion thereof, to which the marks on Schedule A pertain, as required by 15 U.S.C. § 1060.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby confirm assignment unto Assignee of the entire right, title and interest in and to said trademarks and pending applications and registrations thereof identified as part of the entire business or portion thereof to which the marks pertain as required by 15 U.S.C. § 1060, together with the goodwill of the business symbolized by said trademarks, the same to be held and enjoyed by the same Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all claims for damages and reason of past infringement of said trademarks and their respective registrations, with the right to sue for and collect the same for its own use and behalf and for the use and behalf of its successors, assigns and other legal representatives.

AND, Assignor hereby covenants that it had the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements in conflict herewith.

AND, Assignor hereby agrees to execute and sign all documents required to effect a recordation of the assignment of the above trademarks thereof before the proper office or agency.

AND, Assignor agrees that the Commissioner of Trademarks is hereby authorized to deliver to its attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

This assignment is effective as of November 6, 2001.

IN WITNESS WHEREOF, Assignor has executed this document and affixed its corporate seal by the hand of its duly authorized officer on the 6th day of November, 2001.

Weatherford Artificial Lift Systems, Inc.,
Assignor

By: [Signature]
Scott H. Brown
Assistant Corporate Secretary

)
)
)

ss.:

On this 6th day of November, 2001, before me, a Notary Public in and for THE STATE OF TEXAS, duly commissioned and sworn, personally appeared Scott H. Brown of Weatherford Artificial Lift Systems, Inc., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he/she was duly elected, qualified and acting as said officer of the corporation, that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN UNDER my hand and official seal the 6th day and year in this certificate above written.

[Signature]
NAME

SUBSCRIBED AND SWORN to before me this 6th day of November, 2001.

[Signature]
(Signature of Notary)

KATHLEEN A. LOPEZ
(Print or Stamp Name of Notary)



NOTARY PUBLIC in and for TEXAS of
_____ residing at 2303 MIA LANE #21
HOUSTON, TX 77027

My Commission Expires:
3/7/04

Schedule A

Trademark	Serial No.	Registration No.
AMERICAN	75/540,241	
AMERICAN & Design	75/517,505	
AMERICAN INTERNATIONAL	74/517,506	
AMERICAN INTERNATIONAL PUMPS, INC. & Design	74/517,507	
MAXIMIZER	74/439,112	1,951,741
MAXIMIZER II	74/439,401	1,953,584