

03-19-2002

FORM PTO-1594

Attorney Ref.: T98-179



RECO

102022195
COVER SHEET
TRADEMARKS ONLY

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

1. Name(s) of conveying party(ies):
Arthur Anderson Inc.

3-14-02

- Individual(s)
- General Partnership
- Corporation
- Other: Receiver

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 28, 1999

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

Name: Newsco Well Service Ltd.

Address: 1300, 801 - 6th Avenue. S.W.
Calgary, Alberta, Canada
T2P 3G3

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

75/588,708

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Lisa N. Kaufman

Address: Dennison, Scheiner & Schultz
612 Crystal Square 4
1745 Jefferson Davis Highway
Arlington, Virginia 22202-3417

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account
- Authorized to be charged to deposit account only if fee is deficient

8. Deposit account number:

04-0753

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.

Lisa N. Kaufman
Name of Person Signing

Signature

3/14/02
Date

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

03/18/2002 LMUELLER 00000170 75588708

01 FC:481

40.00 DP

TRADEMARK
REEL: 002462 FRAME: 0816

ASSIGNMENT

WHEREAS, **Canadian Fracmaster Ltd.**, whose full post office address is **1700 Fracmaster Tower, 355 - 4th Avenue S.W., Calgary, Alberta, T2P 0J1, Canada**, has changed its name to **Fracmaster Ltd.** (hereinafter "Fracmaster") pursuant to a Certificate of Amendment dated May 19, 1998, a certified copy of which is attached hereto as Schedule A;

AND WHEREAS **Fracmaster** is the owner of the entire right, title and interest in and to the intellectual property rights identified in Schedule B attached hereto;

AND WHEREAS **Fracmaster** has been ordered into receivership and **Arthur Andersen Inc.** has been appointed Receiver and Manager with full power to dispose of the assets of **Fracmaster** pursuant to the Receivership Order of the Court of Queen's Bench of Alberta dated May 18, 1999, a certified copy of the said Order being attached hereto as Schedule C;

AND WHEREAS, **Newsco Well Service Ltd.**, whose full post office address is **1300, 800 - 6th Avenue S.W., Calgary, Alberta, T2P 3G3, Canada**, is desirous of acquiring the entire right, title and interest in and to the said intellectual property rights, inclusive of any and all priority rights derived therefrom, wherever situate;

NOW THEREFORE, for one dollar (\$1.00) and other good and valuable consideration paid to us by **Newsco Well Service Ltd.** (hereinafter call the "Assignee"), receipt of which is hereby acknowledged, the aforesaid **Arthur Andersen Inc.** (hereinafter call the "Receiver"), does hereby sell, assign and set over unto the Assignee the entire right, title and interest in and to the said intellectual property rights including all rights, privileges, advantages and goodwill attaching thereto, and inclusive of any and all priority rights derived therefrom, the same to be held and enjoyed by the assignee, its successors, assigns or legal representatives and to the intent that the Assignee shall be absolutely entitled to the said intellectual property rights, including any extensions, re-issues or renewals thereof, to the full ends of the terms of such intellectual property rights and to have the right to apply for, prosecute and obtain intellectual property or like protection throughout the world for any inventions or trade-marks embodied by said intellectual property rights, including the right to claim priority from applications filed therefor pursuant to any applicable treaty or convention.

AND, the Receiver hereby covenants and agrees that it shall, on being required to do so by the Assignee and at the expense of the Assignee, execute all such documents as may be necessary in order to give full effect to this assignment and secure to the Assignee the full benefit of the intellectual property rights conveyed by this assignment.

AND, the Assignee's acquisition of the intellectual property rights conveyed by this Assignment is made solely on an "as is, where is, without recourse" basis and, in particular, both without limiting the generality of the foregoing, without any representation, warranty, condition or collateral agreement whatsoever, express, implied or statutory, by or with the Receiver, or any of its agents, employees or solicitors, pertaining whatsoever to the intellectual property rights conveyed by this Assignment. Without limiting the foregoing, the Receiver makes no representation or warranty with respect to title, description, fitness for purpose or value of the intellectual property rights conveyed by this Assignment or revenues applicable thereto, the merchantability, quantity or quality of the intellectual property rights conveyed by this Assignment, nor with respect to any title or operating documents, rights of first refusal, restrictions on assignment, rights of surety or set-off or with respect to books, accounts, records, filings or other information or documents.

AND, this Assignment is made on the basis that the Assignee expressly acknowledges and agrees that the Receiver is acting in its representative capacity as the Court appointed Receiver of **Fracmaster Ltd.** and not in its personal capacity and shall have no personal or corporate liability under this Assignment or at common law or by statute or otherwise as a result of this Assignment and the

signee agrees that any suit, claim, demand or cause of action howsoever arising out of or connected with any covenant made by Arthur Andersen Inc. in its capacity as Receiver herein shall be limited to an action against Fracmaster Ltd. and shall not result in a claim against Arthur Andersen Inc. in its personal capacity.

SIGNED at Calgary, Alberta, this 28th day of June, 1999.

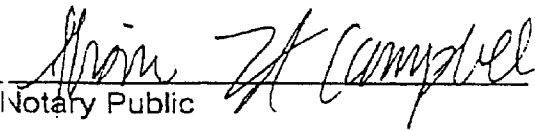
FOR AND ON BEHALF OF ARTHUR ANDERSEN INC.,
RECEIVER AND MANAGER FOR FRACMASTER LTD.



SIGNATURE

Victor P. Kroeger - Vice President, Arthur Andersen Inc.
TITLE

On this 28th day of June, 1999, Victor P. Kroeger appeared before me in person and acknowledged the above to be his signature and that he has executed the above instrument as his voluntary act and deed and for the purposes herein set forth.



Notary Public

SIGNED at Calgary, Alberta, this 28th day of June, 1999.

FOR AND ON BEHALF OF
NOWSCO WELL SERVICE LTD.



SIGNATURE

Blair Albers, General Manager
TITLE

On this 28th day of June, 1999, Blair Albers appeared before me in person and acknowledged the above to be his signature and that he has executed the above instrument as his voluntary act and deed and for the purposes herein set forth.



Notary Public

F:\018331\0005\19A07ASN.WPD

ALYSON F. GOLDMAN
Barriester & Solicitor

TRADEMARK
REEL: 002462 FRAME: 0818

NOTARIAL CERTIFICATE

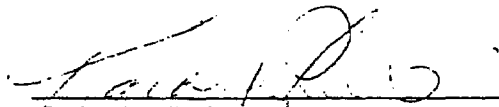
CANADA)
)
PROVINCE OF ALBERTA)

I, Katherine L. Pybus, Barrister and Solicitor, of the City of Calgary, in the Province of Alberta, a Notary Public by royal authority duly appointed DO CERTIFY that the paper writings hereto annexed are true copies of the documents produced and shown to me and purporting to be:

Certificate of Amendment and Registration of Restated Articles dated May 19, 1998 in respect of Fracmaster Ltd. issued by the Registrar of Corporations pursuant to the Alberta Business Corporations Act

the said copies having been compared by me with the original documents an act whereof being requested, I have granted under my notarial form and seal of office to serve as occasion shall or may require.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal of office at the City of Calgary, in the Province of Alberta, this 21 day of June, 1999.



Katherine L. Pybus
A Notary Public in and for the Province of
Alberta

(seal)

Certified Copy

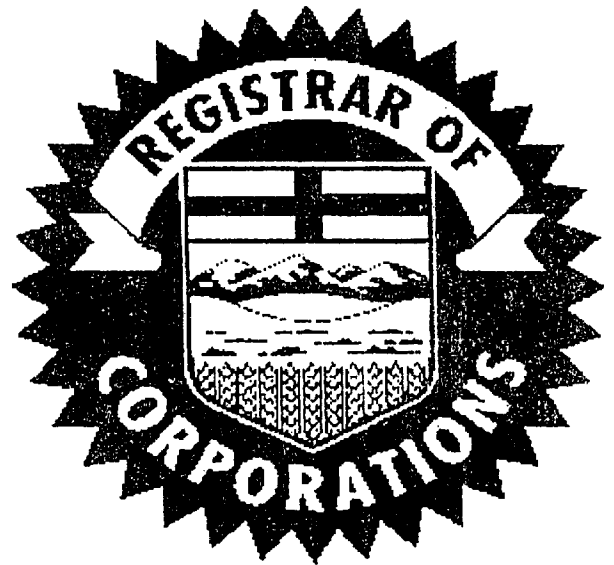
CORPORATE ACCESS NUMBER: 207660366

Alberta

BUSINESS CORPORATIONS ACT

CERTIFICATE OF AMENDMENT AND REGISTRATION OF RESTATED ARTICLES

FRACMASTER LTD.
AMENDED ITS ARTICLES ON 1998/05/19.



Certified Copy

Name/Structure Change Alberta Corporation - Registration Statement

Service Request Number: 325128
 Corporate Access Number: 207660366
 Previous Legal Entity Name: CANADIAN FRACMASTER LTD.
 Previous French Equivalent Name:
 Legal Entity Name: FRACMASTER LTD.
 French Equivalent Name:
 Legal Entity Status: Active
 Alberta Corporation Type: Named Alberta Corporation
 Nuans Report Number: 61024437
 Nuans Report Date: 1998/05/19
 French Name Nuans Report Number:
 French Name Nuans Report Date:
 Classes Of Shares and any
 Maximum Number(within each class): SEE ATTACHED SCHEDULE
 Restrictions On Share Transfers: NONE
 Minimum Number Of Directors: 3
 Maximum Number Of Directors: 11
 Restrictions On Business To: NONE
 Restrictions On Business From: NONE
 Other Provisions: SEE ATTACHED SCHEDULE
 Section And Subsection of Act Change Made Under: 167(1)(A), 167(1)(E) AND 167(1)(M)
 Directors Issue Shares In Series: Y
 Professional Endorsement Provided:
 Future Dating Required:
 Amendment Date: 1998/05/19

Annual Returns

File Year	Date Filed
-----------	------------

Court Orders

Order Type	Order Date	Order Number	Judicial District	Termination Date
------------	------------	--------------	-------------------	------------------

Attachments