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05-17-2002



cket No.: 990325/TL

102094343

To the Hon. Commissioner of Patents & Trademarks
Please record the attached original or copy thereof.

1- Name of conveying party(s) Schlumberger Technology Corporation

- Individual(s)
- General Partnership
- Corporation State TEXAS
- Other: _____
- Association
- Limited Partnership

(ADDITIONAL NAME(S) OF CONVEYING PARTY(IES) ATTACHED? YES NO

2- Name and address of receiving party(s)

Name: Schlumberger Technologies, Inc.
Internal Address: 1601 Technology Drive
Street Address: 1601 Technology Drive
City: San Jose State: CA ZIP: 95110-1397

- 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

(DESIGNATIONS MUST BE A SEPARATE DOCUMENT FROM ASSIGNMENT)

(ADDITIONAL NAME(S) AND ADDRESS(ES) ATTACHED? YES NO

3- Nature of Conveyance:

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

EXECUTION DATE: 29 October 1997

4- Application number(s) or Registration number(s):

A) Application number(s): B) Registration number(s):

74/731,161

ADDITIONAL NUMBERS ATTACHED? YES NO

5- Name and Address of party to whom correspondence concerning document should be mailed: Frishauf, Holtz, Goodman, Langer & Chick, P.C.

767 Third Avenue
New York, NY 10017-2023
(212) 319-4900

05-17-2000 J10LLAN2 00000047 731161

6- Total number of applications and Registrations involved: One (1)

7- TOTAL FEE (37 CFR 3.41): \$ 40.00

Enclosed (The Commissioner is hereby authorized to charge the deposit account any additional fees required or to credit any overpayment to Deposit Account No: 06-1378. Duplicate of this sheet is enclosed)

Authorized to be charged to Deposit Account

8- Deposit Account No: 06-1378

(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.

Thomas Langer Reg. No. 27,264

Name of Person Signing

Thomas Langer
Signature

April 11, 2000

Date

Total number of pages comprising cover sheet: (4)

Do not detach this portion

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Commissioner of Patent and Trademarks
Box Assignments
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BILL OF SALE AND ASSIGNMENT

SCHLUMBERGER TECHNOLOGY CORPORATION

TO

SCHLUMBERGER TECHNOLOGIES, INC.

BILL OF SALE, dated as of October 29th 1997, is by Schlumberger Technology Corporation, a Texas corporation (the "Seller"), in favor of Schlumberger Technologies, Inc., a Delaware corporation (the "Buyer").

Reference is hereby made to the Agreement and Plan of Merger dated as of October 3, 1997, among the Seller, Interactive Video Systems, Inc., a Massachusetts corporation ("IVS"), and certain shareholders of IVS (the "Merger Agreement"), providing for the merger of IVS with and into the Seller (the "Merger").

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Seller does hereby sell, transfer, assign and convey to the Buyer, effective as of the date hereof, all of the properties, assets and rights of every kind and nature, wherever located, and all proceeds and products thereof, including without limiting the generality of the foregoing, all goods, accounts, contract rights, rights to proceeds and tort claims, chattel paper, documents, instruments, general intangibles, securities, good will, trade names, engineering drawings, furniture, fixtures, equipment, inventory, raw materials, work in progress, books and records, patents, patent applications, continuations-in-part, trademarks, service marks, applications for registration of trademarks and service marks, copyrights and renewals thereof, applications for registration of copyrights, mask works, applications for registration of mask works, and trade secrets, real property, and interests in and rights in, on or over real property (collectively, the "Assets") owned by IVS immediately prior to the effectiveness of the Merger, intending to convey all of the Seller's right, title and interest therein.

And for consideration aforesaid, the Seller has covenanted and hereby does covenant with the Buyer, its successors and assigns, that the Seller and its successors and assigns will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, transfers, assignments and conveyances, powers of attorney and assurances for the better selling, transferring, assigning, assuring, conveying and confirming unto the Buyer, its successors and assigns, all and singular, the Assets or for aiding and assisting in collecting or reducing to possession any or all of the Assets, as the Buyer, its successors and assigns shall reasonably request.

Notwithstanding the foregoing, this Bill of Sale and Assignment shall not constitute an assignment or attempted assignment of any agreement if the attempted assignment thereof.

without the consent of the other party thereto, would constitute a breach thereof or would in any way adversely affect the rights of the Seller, unless and until such consent as been granted (whether on or after the date hereof). The Seller covenants and agrees that in any such case the beneficial interest in and to any such agreements shall in any event pass hereby to the Buyer. The Seller further covenants and agrees (i) to hold and hereby declare that it holds any and all such agreements in trust for the benefit of the Buyer, its successors and assigns, (ii) to obtain and secure all consents that may be necessary to effect a full and valid transfer or transfers of the same, (iii) to make or complete such transfer or transfers as soon as reasonably possible, and (iv) to cooperate with the Buyer in any assignment or other reasonable arrangement designed to provide for the Buyer the benefits of and under any such agreement.

From and after the execution and delivery of this Bill of Sale and Assignment to the Buyer, the Seller shall have no right, title and interest in the Assets (except for agreements not assigned pursuant to the preceding paragraph).


IN WITNESS WHEREOF, the Seller has caused this Bill of Sale and Assignment to be executed this ___ day of October, 1997.

SCHLUMBERGER TECHNOLOGY
CORPORATION

By: 

Title: *Attorney-in-Fact*

ATTEST:


By: *JILL SWAIN*
Title: *Attorney*