

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings

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

1. Name of conveying party(ies): Dresser-Rand Company, composed of Dresser Industries Inc. (a Delaware corporation) and Ingersol-Rand Company (a New Jersey corporation)

- 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: Dresser-Rand Company, composed of D-R Acquisition, LLC (a Delaware Limited Liability Company) and Ingersol-Rand Company (a New Jersey corporation)

Street Address: Baron Steuben Place City: Corning State: NY Zip: 14830

- Individual(s) citizenship Association General Partnership New York Limited Partnership Corporation-State 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) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other change in General Partner

Execution Date: February 2, 2000

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1050942 2152313 1944917 2375031 1488160 1532689 2343701 0583274 2345629 1940409 1116553 1536088

Additional number(s) attached Yes No

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

Name: Gregory H. Guillot

Internal Address: Haynes and Boone, LLP

Street Address: 901 Main Street, Suite 3100

City: Dallas State: TX Zip: 75202

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41) \$ 315.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number: 08-1394

(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.

Gregory H. Guillot Name of Person Signing

Signature

2/28/02 Date

Total number of pages including cover sheet, attachments, and document: 9

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

ASSIGNMENT

This ASSIGNMENT is made and executed as of the 2nd day of February, 2000 by Dresser Industries, Inc., a Delaware corporation (hereinafter called "Dresser" or "Grantor") to D-R Acquisition, LLC, a Delaware limited liability company (hereinafter called "Grantee").

WITNESSETH:

Dresser, Ingersoll-Rand Company, a New Jersey corporation ("Ingersoll-Rand"), Grantee and Dresser-Rand Company, a New York general partnership ("D-R") have executed and delivered a Transaction Agreement (the "Transaction Agreement") dated as of December 30, 1999 pursuant to which the Grantor agreed to sell and assign, and the Grantee agreed to purchase, the D-R Interests and the Asset Interests (as hereinafter defined).

NOW, THEREFORE, THIS ASSIGNMENT WITNESSETH THAT:

Pursuant to the aforementioned authority and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has conveyed, granted, bargained, sold, transferred, set over, assigned, aliened, remised, released, delivered and confirmed and by this Assignment Grantor does hereby convey, grant, bargain, sell, transfer, set over, assign, alien, remise, release, deliver and confirm unto Grantee, its successors and assigns forever, all of Grantor's right, title and interest in and to the D-R Interests and the Asset Interests,

TO HAVE AND TO HOLD said D-R Interests and Asset Interests, with all the appurtenances thereto, unto Grantee, its successors and assigns, and for its and their use forever.

For the purposes of this Assignment, the term "D-R Interests" means the 51% of the partnership interests in D-R owned by Dresser and the term "Asset Interests" means the entire beneficial interest of Dresser or any Affiliate of Dresser in any asset that is reflected in consolidated financial statements of D-R as a partnership asset but that, by agreement of Dresser or any Affiliate of Dresser and Ingersoll-Rand, has been owned jointly by Dresser or an Affiliate of Dresser and Ingersoll-Rand or Affiliates thereof. "Affiliate" means, with respect to either Dresser or Ingersoll-Rand, any other person directly or indirectly controlling, controlled by, or under common control with Dresser or Ingersoll-Rand, as the case may be. For this purpose, "control" (including the terms "controlled," "controlled by" and "under common control with") means the possession, directly or indirectly or as trustee or executor, of the power to direct or cause the direction of the management or policies of a person, whether through the ownership of stock or as trustee or executor, by contract or credit arrangement or otherwise.

AND THE PARTIES HERETO FURTHER MUTUALLY COVENANT AND AGREE AS FOLLOWS:

I. With respect to the D-R Interests and the Asset Interests, Grantor covenants and agrees with Grantee that Grantor, its successors and assigns shall execute, acknowledge and deliver such other instruments of conveyance and transfer and take such other action as may reasonably be required more effectively to convey, transfer to and vest in Grantee, its successors and assigns, and to put Grantee, its successors and assigns in possession of any property conveyed, transferred and delivered hereunder, and, in the case of contracts that cannot be transferred effectively without the consent of third parties, to use its best efforts, subject to any waiver by Grantee or on its behalf by an affiliate thereof, to obtain such consents and to take such other action as may be reasonably necessary to assure to Grantee, its successors and assigns all rights and benefits thereof.

II. In general, nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm or corporation, other than the Grantee and its successors or assigns, any right or remedy under or by reason of this Assignment or any term, covenant or condition thereof, and all the terms, covenants, conditions, promises and agreements in this Assignment contained shall be for the sole and exclusive benefit of the Grantee and its successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be executed in its corporate name by its President or one of its Vice Presidents and by its Secretary or Assistant Secretary as of the day and year first above written.

DRESSER INDUSTRIES, INC.

By: [Signature]
Name: Lester L. Coleman
Title: Senior Vice President

ATTEST:
[Signature]
Name: Stanley E. McFothlin
Title: Assistant Secretary

AGREED AND ACCEPTED as of the day
and year first above written.

D-R ACQUISITION, LLC

By: Ingersoll-Rand Company
(As its Sole Member)

Name:
Title:

DRESSER INDUSTRIES, INC.

By: _____
Name:
Title:

ATTEST:

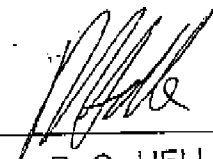
Name:
Title:

AGREED AND ACCEPTED as of the day
and year first above written.

D-R ACQUISITION, LLC

By: Ingersoll-Rand Company

(As its Sole Member)



Name: R. G. HELLER
Title: SECRETARY

THE STATE OF TEXAS

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§
§

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Leon L. Coleman, the Assistant President of Dresser Industries, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Dresser Industries, Inc., a corporation, and that he executed the same as the act and deed of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of January, 2000.

Shirley A. Foshee
Notary Public in and for the
State of Texas



My commission expires:
February 3, 2003

THE STATE OF _____

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§

COUNTY _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, the _____ of Ingersoll-Rand Company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Ingersoll-Rand Company, a corporation, and that he executed the same as the act and deed of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____

Notary Public in and for

My commission expires:

THE STATE OF TEXAS
COUNTY OF DALLAS

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared _____, the _____ of Dresser Industries, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Dresser Industries, Inc., a corporation, and that he executed the same as the act and deed of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____

Notary Public in and for the
State of Texas

My commission expires: _____

THE STATE OF NJ
COUNTY Bergen

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§
§

BEFORE ME, the undersigned authority, on this day personally appeared Ronald G. Heller, the Secretary of Ingersoll-Rand Company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Ingersoll-Rand Company, a corporation, and that he executed the same as the act and deed of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31st day of January, 2000.

Louis J. Klau
Notary Public in and for REAS

Notary Public of New Jersey
My Commission Expires August 16, 2000
My commission expires: _____

Attorney Docket No. 26333.687

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
ASSIGNMENT DIVISION**

Registrant: DRESSER-RAND COMPANY, composed of Dresser Industries, Inc. and Ingersoll-Rand Company.

Registration Nos.: 1050942; 0583274; 2152313; 1944917; 2375031; 2345629; 1940409; 1116553; 2343701; 1532689; 1536088; 1488160

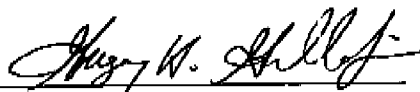
Marks: BIG RED; CLARK & DESIGN; DATUM; PRESSUREPOINT; STAR; STAR & DESIGN; TURBODYNE; VIP; VIP & DESIGN; DR (Stylized); DRESSER-RAND (Stylized); TVC

Assignee: DRESSER-RAND COMPANY, composed of D-R Acquisition, LLC, and Ingersoll-Rand Company

Assignment Date: February 2, 2000

CERTIFICATE OF FACSIMILE TRANSMISSION

I hereby certify that the foregoing *Recordation Form Cover Sheet - Trademark Only*, and *Assignment*, is being facsimile transmitted to the US Patent and Trademark Office, Assignment Division, fax number 703-306-5995, on this, the 28th day of August, 2002.



Gregory H. Guillot
HAYNES AND BOONE, LLP
901 Main Street, Suite 3100
Dallas, Texas 75243
Direct phone: 214-651-5258
Direct fax: 214-200-0533

August 28, 2002