

07-11-2002

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



HEET

102153492

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

1. Name of conveying party(ies):
DRESSER INDUSTRIES, INC.
7.9.02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State of Delaware
 Other

2. Name and address of receiving party(ies):
 Name: DRESSER EQUIPMENT GROUP, INC.
 Internal Address: _____
 Street Address: 2601 Beltline Road
 City: Carrollton State Texas ZIP: 75006

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Nunc Pro Tunc Assignment Effective January 31, 1999

Execution Date: June 27, 2002

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
 (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)
 B. Trademark registration No.(s)
940,304
1,480,574

Additional numbers attached? Yes No

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00
 Enclosed
 Authorized to be charged to deposit account **only** if check is not received with this correspondence or additional fees are required. Please charge to deposit account 10-0447.

8. Deposit Account number: _____
 (Attach duplicate copy of this page if paying by deposit account)

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Russell N. Rippamonti
Jenkins & Gilchrist, P.C.
 Internal Address: _____
 Street Address: 1445 Ross Avenue, Ste. 3200
 City: Dallas State: Texas Zip: 75202-2799

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.

Russell N. Rippamonti
 Name of Person Signing

Russell Rippamonti
 Signature

7/2/02
 Date

Total number of pages comprising cover sheet: 4

OFFICE OF PUBLIC RECORDS
 2002 JUN -9 PM 1:45
 FINANCE SECTION

07/11/2002 DBYRNE 00000008 940304
 01 FC:481 40.00 DP
 02 FC:482 25.00 DP
 Dallas2 908206 v 1, 52792.00002

TRADEMARK
 REEL: 002541 FRAME: 0627

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective nunc pro tunc as of the 31st day of January, 1999 (the "Effective Date"), between DRESSER INDUSTRIES, INC. ("ASSIGNOR") and DRESSER EQUIPMENT GROUP, INC. ("ASSIGNEE").

WHEREAS, DRESSER INDUSTRIES, INC., a Delaware corporation, having its principal place of business at 3600 Lincoln Plaza, 500 N. Akard Street, Dallas, Texas 75201-3391, has adopted, used and is using the trademarks listed in Schedule A ("Marks") attached hereto; and

WHEREAS, DRESSER EQUIPMENT GROUP, INC., a Delaware corporation, having its principal place of business at 2601 Beltline Road, Carrollton, Texas 75006, is desirous of acquiring all rights, title and interest in the Marks, including but not limited to, common law rights, and applications for registration and registrations thereof, together with the goodwill of the business symbolized by said Marks;

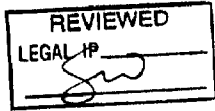
NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR does hereby assign and transfer to ASSIGNEE, its successors and assigns, all rights, title and interest in the Marks, including, but not limited to, common law rights, and applications for registration and registrations thereof, together with the goodwill of the business symbolized by said Marks, the right to secure registrations for the Marks in all countries, all of the foregoing to be held and enjoyed by ASSIGNEE for its own use and for the use of its successors, assigns or other legal representatives, together with all of the income, royalties, damages and payments now or hereafter due or payable with respect thereto and the right to sue and recover damages by reason of past, present and future infringement of the rights assigned under this Nunc Pro Tunc Trademark Assignment with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this transfer to ASSIGNEE had not been made;

ASSIGNEE's authority hereunder shall include, without limitation, the authority to execute and receive any certificate of ownership or other document to transfer title to any of the Marks, registrations for the Marks and other trademark rights and trademark applications assigned pursuant

to this Nunc Pro Tunc Trademark Assignment, and to take any other actions necessary or incident to the powers granted to ASSIGNEE in this Nunc Pro Tunc Trademark Assignment.

This instrument shall inure to the benefit of ASSIGNEE and its successors and assigns and shall be binding upon ASSIGNOR and its successors and assigns, effective as of the 31st day of January, 1999.

DRESSER INDUSTRIES, INC.



By: William Peoples
William Peoples
Intellectual Property Transfer Officer

STATE OF TEXAS

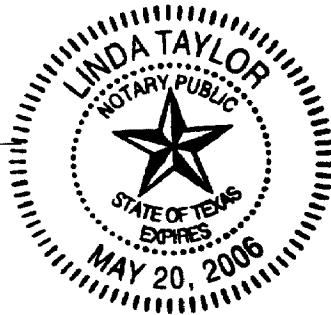
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COUNTY OF DALLAS

Before me on this day personally appeared William Peoples known to me to be the Intellectual Property Transfer Officer of Dresser Industries, Inc., and acknowledged to me that he has the authority to execute the foregoing instrument for Dresser Industries, Inc., that he executed the foregoing instrument as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

SUBSCRIBED AND SWORN TO before me this 27th day of June, 2002.

My Commission Expires:
May 20, 2006



Linda Taylor
Notary Public in and for the State of Texas

Linda Taylor
Printed Name

SCHEDULE A

MARKS IN THE NAME OF DRESSER INDUSTRIES, INC.

MARK	REG. NO.
TK & Design	940,304
TK & Design	1,480,574