

10-31-2002

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

SHEET

102266876

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

1. Name of conveying party(ies):

MORGAN STANLEY & CO., INCORPORATED

- ☐ Individual(s) ☐ Association 10-23-02
☐ General Partnership ☐ Limited Partnership
☒ Corporation - State of Delaware
☐ Other

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Limited Release of Security Interest in Intellectual Property

Execution Date: September 30, 2002

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

Name: DRESSER, INC.

Internal Address: _____

Street Address: 11th Floor, Millennium 1, 15455 Dallas ParkwayCity: Addison State: Texas ZIP: 75001

- ☐ 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)

781,394

Additional numbers attached? ☐ Yes ☒ No

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. 3200City: Dallas State: Texas Zip: 75202-2799

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 **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)

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
Signature10/18/02
Date

Total number of pages comprising cover sheet: 4

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40.00 DP

**LIMITED RELEASE OF
SECURITY INTEREST IN INTELLECTUAL PROPERTY**

WHEREAS, pursuant to (i) the Security Agreement, dated April 10, 2001 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") by and among DRESSER, INC., a Delaware corporation ("Dresser"), DRESSER RE, INC., a Delaware corporation, DEG ACQUISITIONS, LLC, a Delaware limited liability company, DRESSER INTERNATIONAL, INC., a Delaware corporation, and DRESSER RUSSIA, INC., a Delaware corporation (the foregoing entities, collectively, with Dresser, the "Grantors"), in favor of MORGAN STANLEY & CO., INCORPORATED, a Delaware corporation (the "Collateral Agent") and (ii) the Intellectual Property Security Agreement, dated April 10, 2001 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"), by and among the Grantors in favor of the Collateral Agent, the Grantors granted to the Collateral Agent a continuing security interest in all of Grantors' right, title and interest in and to the Collateral (as defined in the Security Agreement), including, without limitation, the trademarks listed on Schedule A attached hereto (the "Released Trademarks");

WHEREAS, the IP Security Agreement was recorded in favor of the Collateral Agent with the United States Patent and Trademark Office on July 3, 2001, at Reel 002319, Frame 0699, with respect to the Released Trademarks;

WHEREAS, in connection with the transactions contemplated under that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated March 21, 2002, by and between Dresser and GENERAL HOT OILERS, INC., a Canadian corporation, Dresser has requested that the Collateral Agent release its security interest in and to the Released Trademarks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Collateral Agent hereby releases to Dresser, without covenant or warranty, express or implied, of any kind and without recourse to it, all of the Collateral Agent's security interest in and to solely the Released Trademarks.
2. The Collateral Agent acknowledges and affirms that all of the obligations of Dresser under the Security Agreement and the IP Security Agreement concerning solely the Released Trademarks are hereby discharged.
3. Nothing herein releases the Collateral Agent's security interest in and to the Collateral other than the Released Trademarks, and nothing herein discharges Dresser's obligations under the Security Agreement and the IP Security Agreement with respect to the Collateral other than the Released Trademarks.

4. In accordance with the provisions of the Security Agreement, Dresser hereby certifies to the Collateral Agent that the transaction contemplated by the Asset Purchase Agreement is in compliance with the Loan Documents.

5. This release shall be governed by and construed in accordance with the law of the State of New York, except to the extent that the release of security interests hereunder is governed by the laws of a jurisdiction other than the State of New York.

IN WITNESS WHEREOF, the Collateral Agent has caused this release to be executed by its duly authorized representative on this 30 day of Sept, 2002.

MORGAN STANLEY & CO.,
INCORPORATED

By: Mark D. Cross
Name: MARK D. CROSS
Title: Authorized Signatory

DRESSER, INC.

By: James Mathier
Name: James Mathier
Title: Executive VP and Chief Financial Officer



SCHEDULE A

RELEASED TRADEMARKS

TEX-STEAMER (STYLIZED)
TEXSTEAMER
TEXHEATER

U.S. Trademark Registration No. 781, 394
Common Law
Common Law