

11-25-2002



Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)

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

102291763

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): MED 11-402  
Premier Instruments, Inc.

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: Weatherford Artificial Lift Systems, Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 515 Post Oak Blvd., Suite 600  
City: Houston State: TX Zip: 77027

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) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: 10/31/2002

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_  
 \_\_\_\_\_

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) 2,235,780  
 \_\_\_\_\_

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Anthony F. Matheny  
 Internal Address: Andrews & Kurth L.L.P.  
 \_\_\_\_\_  
 Street Address: 600 Travis, Suite 4200  
 \_\_\_\_\_  
 City: Houston State: TX Zip: 77002

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

8. Deposit account number:  
50-0897 (141508)

DO NOT USE THIS SPACE

9. Signature.  
Anthony F. Matheny            October 31, 2002  
 Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 3

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

11/25/2002 6TON11 00000181 2235780

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40.00 DP

TRADEMARK  
REEL: 002621 FRAME: 0596

**ASSIGNMENT FOR SECURITY****(TRADEMARKS)**

WHEREAS, PREMIER INSTRUMENTS, INC., a Texas corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to WEATHERFORD ARTIFICIAL LIFT SYSTEMS, INC., a Delaware corporation (herein referred to as "Assignee"), and Assignor has entered into a Security Agreement and Mortgage-Trademarks and Patents dated as of the date hereof (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Agreement;


NOW, THEREFORE, for good and valuable consideration, receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 515 Post Oak Blvd., Suite 600, Houston, Texas 77027, Attn: Andrew P. Becnel.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 31st day of October, 2002.

**PREMIER INSTRUMENTS, INC.**

By:   
Name: Andrew P. Becnel  
Title: President

**SCHEDULE 2-A TO ASSIGNMENT FOR SECURITY**

**TRADEMARKS**

<b><u>Trademark</u></b>	<b><u>Reg. Date</u></b>	<b><u>Reg. No.</u></b>
Red Eye	March 30, 1999	2235780