

12-12-2002



102309400

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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.(now known as DII Industries, LLC)
12-9-02

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

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

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

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

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

Execution Date: November 4, 2002

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)

1,010,691
1,068,402
1,396,481

Additional numbers attached? Yes No

FINANCE SECTION
NOV 20 10 17 AM '02

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

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 90.00
 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)

12/11/2002 TD/AZ1 00000101 1010691
FC-0521 40.00 DP
FC-0522 50.00 DP

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

12/03/02
Date

Total number of pages comprising cover sheet: **4**

TRADEMARK ASSIGNMENT

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

WHEREAS, DRESSER INDUSTRIES, INC. (now known as DII Industries, LLC), 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 Exhibit A ("Marks") attached hereto; and

WHEREAS, DRESSER EQUIPMENT GROUP, INC. (now known as Dresser, 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, applications 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.
(now known as DII Industries, LLC)

By: *William Peoples*
William Peoples
Intellectual Property Transfer Officer of DII Industries, LLC
(formerly known as Dresser Industries, Inc.)

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me on this day personally appeared William Peoples known to me to be the Intellectual Property Transfer Officer of DII Industries, LLC (formerly known as Dresser Industries, Inc.), and acknowledged to me that he has the authority to execute the foregoing instrument for DII Industries, LLC (formerly known as 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 4th day of November, 2002.

Kathryn Williams
Notary Public in and for the State of Texas

My Commission Expires:
9/18/2004

Kathryn Williams
Printed Name



MARK	REGISTRATION NO.
RCS & DESIGN	1,010,691
TXT	1,068,402
EAGLE (stylized)	1,396,481