

01-10-2003

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies)

Submission Type

- New (Non-Recordation)
 - Resubmission
 - Correction of PTO Error
 - Corrective Document
- Document ID# _____
 Reel # _____ Frame # _____
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Conveyance Type

- Assignment
 - Security Agreement
 - Merger
 - Change of Name
 - Other
 - License
 - Nunc Pro Tunc Assignment
- Effective Date
 Month Day Year
 11 21 2002

Conveying Party

Mark if additional names of conveying parties attached

Name: PREMIER INSTRUMENTS, INC.

Execution Date
Month Day Year

Formerly: _____

11-21-2002

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization TEXAS

Receiving Party

Mark if additional names of receiving parties attached

Name: WEATHERFORD ARTIFICIAL LIFT SYSTEMS, INC.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 515 POST OAK BLVD, SUITE 600

Address (line 2) _____

Address (line 3) HOUSTON, TEXAS 77027

City State/Country Zip Code

- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Other _____
 - Citizenship/State of Incorporation/Organization DELAWARE
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.
 (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

01/09/2003 6TOM11 00000112 500897 2235780
01 FC:8521 40.00 CH
HOU:2046797.1

TRADEMARK
REEL: 002645 FRAME: 0974

Domestic Representative Name and Address

Enter for the first Receiving Party only

Name: ANTHONY F. MATHENY, Esq.

Address (line 1) Andrews & Kurth, L.L.P.

Address (line 2) 600 TRAVIS, SUITE 4200

Address (line 3) _____

Address (line 4) Houston, TX 77002-2778

City State/Country Zip Code

Correspondent Name and Address

Area Code and Telephone Number: 713/220-4200

Name: ANTHONY F. MATHENY

Address (line 1) Andrews & Kurth, L.L.P.

Address (line 2) 600 TRAVIS, SUITE 4200

Address (line 3) _____

Address (line 4) Houston, Texas 77002-2778

City State/Country Zip Code

Pages Enter the total number of pages of the attached conveyance document # 2
Including any attachments.

Trademark Application Number(s) or Registration Numbers(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

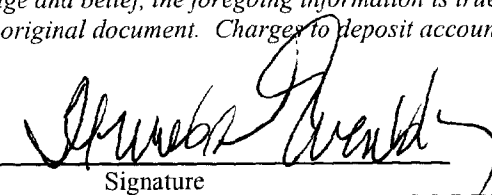
Trademark Application Number(s) _____ Registration Number(s) 2,235,780

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|----------------------|---|--|---|
| Number of Properties | Enter the total number of Properties involved. | # | <u>1</u> |
| Fee Amount | Fee Amount for Properties Listed (37 CFR 3.41): \$40 | | |
| Method of Payment: | Enclosed <input type="checkbox"/> | Deposit Account | <input checked="" type="checkbox"/> |
| Deposit Account | (Enter for payment by deposit account or if additional fees can be charged to the account.) | | |
| | Deposit Account Number: #50-0897 (141508) | Authorization to charge additional fees: | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |

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. Charges to deposit account are authorized, as indicated herein.

Theresa Evenbly for Anthony Matheny
Name of Person Signing


Signature

November 21, 2002
Date Signed

NOV-13-2002 WED 12:22 PM

FAX NO.

P. 16

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. Bechel.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 21st day of November, 2002.

PREMIER INSTRUMENTS, INC.

By: [Signature]
Name: Andrew P. Bechel
Title: PRESIDENT

SCHEDULE 2-A TO ASSIGNMENT FOR SECURITY

TRADEMARKS

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