

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IP Holding Company		11/27/2001	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Weatherford/Lamb, Inc.
Street Address:	515 Post Oak Blvd. Suite 600
City:	Houston
State/Country:	TEXAS
Postal Code:	77027
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	0505962	JOHNSON
Registration Number:	1286653	JOHNSON
Registration Number:	1286822	JOHNSON
Registration Number:	1288204	JOHNSON

CORRESPONDENCE DATA

Fax Number: (713)787-1440

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 7137871461

Email: mcwhirterj@howrey.com

Correspondent Name: Julie A. McWhirter

Address Line 1: 750 Bering Dr.

Address Line 4: Houston, TEXAS 77057

ATTORNEY DOCKET NUMBER:

13134.0117.TMUS04

NAME OF SUBMITTER:

Julie A. McWhirter

Total Attachments: 4

900002620

TRADEMARK
REEL: 002734 FRAME: 0681

CH \$115.00 0505962

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GENERAL INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, IP HOLDING COMPANY, a Delaware corporation having its principle place of business at 40-004 Cook Street, Palm Desert, California (hereinafter "*Assignor*"), owns all right, title and interest in and to certain "*Intellectual Property Rights*" defined as follows:

1. All rights with respect to each item listed on Attachment A to this Assignment under patent law, copyright law, industrial design law, semiconductor chip and mask work protection law, moral rights law, database protection law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any all similar proprietary rights, and any and all renewals, extensions and restorations thereof, now or hereafter in force and effect whether worldwide or in individual countries and regions (hereinafter the "*Intellectual Property*");

2. All licenses or other contracts relating to Assignor's use of or license in the technology, know-how, processes or the Intellectual Property, and more specifically, but without restricting the generality of this assignment, the material items listed in Attachment A to this Assignment (hereinafter the "*Intellectual Property Licenses*"); and

3. All of Assignor's existing and potential causes of action and rights to claim and collect damages and/or profits, with respect to past, present and future violations or infringements of any right or interest assigned herein.

WHEREAS, WEATHERFORD/LAMB, INC., a Delaware corporation having its principle place of business at 515 Post Oak Boulevard, Suite 600, Houston, Texas 77027 (hereinafter "*Assignee*"), is desirous of acquiring all right, title and interest in, to and under said Intellectual Property Rights pursuant to the Stock Purchase Agreement (the "*Stock Purchase Agreement*"), dated October 22, 2001, by and among Weatherford International, Inc. ("*Weatherford*"), a Delaware corporation and the indirect parent of Assignee, and United States Filter Corporation ("*USF*"), a Delaware corporation and the indirect parent of Assignor.

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor by these presents hereby sells, assigns, and transfers unto the Assignee, its successors, assigns, and legal representatives, the full and exclusive right, title and interest in, to and under the Intellectual Property Rights in the United States and all other countries and places in the world.

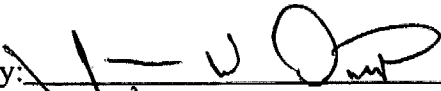
2. Unless otherwise defined herein, all terms used in this Assignment shall be considered to have the same meaning given those terms in the Stock Purchase Agreement. This instrument, being further documentation of the sales, conveyances, assignments and transfers provided for in the Stock Purchase Agreement, does not limit the rights of Weatherford, Assignee or any affiliate thereof or the obligations of USF therein provided.

3. No representations and warranties, or indemnification agreements with respect thereto, are made in this instrument but instead are expressly disclaimed, it being understood and agreed that all of the rights of Assignee vis-a-vis the Assignor with respect to the Intellectual Property Rights are governed by the Stock Purchase Agreement.

DULY EXECUTED and delivered by the parties to this Assignment on _____, 2001.

ASSIGNOR:

IP HOLDING COMPANY

By: 
Name: James W. Dierker
Position: Vice President

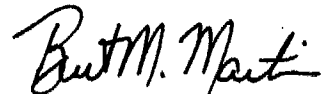
Witnesses:


Name:

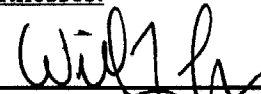
Susan K Anderson
Name:

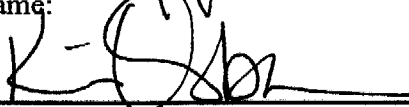
ASSIGNEE:

WEATHERFORD/LAMB, INC.

By: 
Name: Burt M. Martin
Position: Vice President - Law

Witnesses:


Name:


Name:

* * *

TRADEMARKS								
Trademark Name	CPI Case Number	Country	Class	Filing Date	Application Number	Registration Date	Registration Number	Status
AGRI-SCREEN	W-00046	USA	6	31-Mar-86	590729	25-Nov-86	1418145	Registered
HYDROBURST	W-00013	United Kingdom	7	12-Nov-90	1446849	12-Nov-97	1446849	Registered
HYDROSPHERE	W-00056	USA	11	8/11/80	273802	16-Feb-82	1189910	Registered
IRRIGATOR	W-00047	USA	6	2-Mar-72	72/417214	31-Oct-72	946179	Registered
J (and Design)	W-00006	Canada	6,11	12-Jan-93	720272	12-Nov-93	419689	Registered
	W-00006	Japan	9	20-May-91	518631991	31-Jan-97	2719458	Registered
	W-00006	United Kingdom	11	25-Apr-91	1462459	25-Apr-91	1462459	Registered
	W-00017	United Kingdom	6	25-Apr-91	1462458	25-Apr-98	1462458	Registered
	W-00017	USA	6	25-Jun-84	486985	9-Apr-85	1329235	Registered
JOHNETHANE	W-00057	Australia	11	30-Aug-83	396232	30-Aug-83	A396232	Registered
JOHNSON	W-00003	Brazil	7	28-Aug-81	10094	16-Feb-82	780100948	Registered
	W-00003	Canada	7	17-Dec-71	348777	4-May-73	190601	Registered
	W-00068	Chile	7	12-Dec-93	261937	16-Mar-94	423375	Registered
	W-00003	Ecuador	7	27-Aug-96	547495	27-Aug-96	547495	Registered
	W-00003	Ireland	7	16-May-73	139273	5/16/75	B83429	Registered
	W-00014	Japan	9	16-Feb-87	2033331987	7/28/77	1287968	Registered
	W-00003	Mexico	7	15-Jul-58	833513	8/4/60	95166	Registered
	W-00090	New Zealand	6	7-Sep-83	148785	7-Sep-92	B148785	Registered
	W-00003	Peru	21			12/22/58	20836	Registered
	W-00003	Saudi Arabia	11	12-Apr-81	4010	12-Feb-84	10781	Registered
	W-00003	Singapore	7	26-Feb-81	S/814/81	2-Oct-84	B814/81	Registered
	W-00003	South Africa	11	28-Dec-73	73/6638	28-Dec-73	B73/6638	Registered
	W-00065	South Africa	37	28-Dec-73	736639	28-Dec-93	B73/6639	Registered
	W-00003	Thailand	18	4-Aug-75	290571	5/25/78	38606	Registered
	W-00003	United Kingdom	7	12-Aug-77	1082315	12-Aug-84	B1082315	Registered
	W-00003	USA	6	14-Jul-47	71/528573	1/25/49	505962	Registered
	W-00061	USA	37,42	30-Sep-82	394546	31-Jul-84	1288204	Registered
	W-00062	USA	1	30-Sep-82	73/394544	24-Jul-84	1286653	Registered
	W-00063	USA	6,11	30-Sep-82	73/394545	24-Jul-84	1286822	Registered
	W-00003	Venezuela	14	2-Dec-81	10794	5-Sep-85	113476	Registered
JOHNSON & DESIGN	W-00064	Venezuela	14	2-Dec-81	10795	5-Sep-85	113459	Registered
JOHNSON SUPER-WELD	W-00058	Venezuela	14	8-Dec-81	10982	5-Sep-85	113463	Registered
JOHNSON WELL SCREENS	W-00009	Argentina	11	27-Jan-84	1418554	14-Jun-85	1597757	Registered
	W-00009	Colombia	7	1/17/69	140731	4/3/69	43240	Renewed
J'S WITHIN DESIGN OF FOUR TEARDROPS	W-00027	Brazil	7	10-Apr-78	10096	25-Feb-89	6879357	Registered
NU-WELL	W-00055	Australia	1	14-May-73	268260	14-May-73	B268260	Registered
REVERT	W-00022	Australia	1	14-May-73	268261	14-May-73	A268261	Registered
	W-00022	Brazil	6	25-Sep-78	14193	9/25/78	6762174	Registered
	W-00022	New Zealand	1	7-Sep-83	148784	26-Jun-86	B148784	Registered
	W-00019	United Kingdom	1	5-Sep-77	1083204	3/9/79	B1083204	Registered
	W-00022	USA	1	9-Jan-67	262222	2/13/68	843941	Registered
SUPER-WELD	W-00005	India	6	1-May-91	550233			Pending
	W-00005	USA	6	11-Feb-82	349888	6-Dec-83	1259801	Registered

TRADEMARKS (Continued)								
Trademark Name	CPI Case Number	Country	Class	Filing Date	Application Number	Registration Date	Registration Number	Status
SUPER-WELD HT	W-00054	USA	6	1-Sep-82	383150	29-Nov-83	1259110	Registered
	W-00054	Venezuela	14	8-Dec-81	10985	5-Sep-85	113465	Registered
THIN-PACK	W-00004	Benelux	6	11-Oct-91	770410	11-Oct-91	505679	Registered
	W-00004	France	6	11-Oct-91	313338	11-Oct-91	1743523	Registered
	W-00004	Norway	6	15-Oct-91	915157	23-May-96	173189	Registered
	W-00004	United Kingdom	6	10-Oct-91	1479385	11-Oct-91	1479385	Registered
	W-00004	Venezuela	6	16-Oct-91	21257/91	19-Aug-94	F-166.624	Registered
	W-00052	USA	6	11-Jun-85	73/542502	14-Jan-86	1377874	Registered
ULTRA-PACK	W-00015	Canada	6	13-Jun-91	683856	11-Jun-93	413352	Registered
VEE-WIRE	W-00015	United Kingdom	6	25-Apr-91	1462456	25-Apr-91	1462456	Registered
	W-00016	United Kingdom	11	25-Apr-91	1462457	25-Apr-91	1462457	Registered
	W-00016	USA	11	11-Aug-80	273812	4-Oct-83	1252834	Registered