

06-25-2003

U.S. DEPARTMENT OF COMM
RECORDATION FORM COVER
TRADEMARKS ONLY



102482122

IDENT ID NO.: NUFLO TECHNOLOGIES, INC.

To the Honorable Commissic

1. Name of conveying party(ies):

HALLIBURTON ENERGY SERVICES, INC.
2601 Beltline Road, Suite 1B 121
Carrollton, Texas 75006

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

and original document or copy thereof.

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

Nuflo Technologies, Inc.
16538 Air Center Boulevard
Houston, Texas 77032

- Individual
- General Partnership
- Corporation-State Delaware
- Other
- Citizenship
- Association
- Limited Partnership

OFFICE OF PUBLIC RECORDS
2003 JUN 23 PM 4: 41
FINANCE SECTION

6-23-03

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other
- Change of Name
- Merger

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

Execution Date: June 10, 2003

4. Application number(s) or registration number(s). Additional sheet attached?

Yes X No

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1,855,109
2,054,399

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Carolyn Sue Waldo
Internal Address: Halliburton Energy Services, Inc.
1-B-121
Street Address: 2601 Beltline Road
City: Carrollton
State: TX Zip: 75006

6. Number of applications and registrations involved: 2

7. Amount of fee enclosed or authorized to be charged: \$ Required fees

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account): 08-0300

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.

Carolyn Sue Waldo

Name of Person Signing

Total number of pages including cover sheet: 3

Carolyn S. Waldo
Signature

6/16/03
Date

OMB No. 0651-0011 (exp.4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information:

Commissioner of Patent and Trademarks

Box Assignments

Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503.

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02 FC:8522

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TRADEMARK ASSIGNMENT

WHEREAS, HALLIBURTON ENERGY SERVICES, INC., a Delaware corporation having a place of business at 2601 Beltline Road, Carrollton, Texas 75006 (hereinafter called "ASSIGNOR") is the owner, by assignment or agreement, of all right, title and interest in and to the United States Trademark Registrations listed below (hereinafter referred to as "TRADEMARKS").

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
VALOR	1,855,109	September 30, 1994
QC	2,054,399	April 22, 1997

WHEREAS, NUFLO TECHNOLOGIES, INC., a Delaware corporation having a place of business at 16538 Air Center Boulevard, Houston, Texas 77032 (hereinafter called "ASSIGNEE"), is desirous of acquiring the ASSIGNOR's entire right, title and interest in and to said TRADEMARKS and the goodwill connected therewith.

NOW, THEREFORE, for and in consideration of a sum Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR does hereby Sell, Assign, and Transfer to ASSIGNEE, its successors and assigns ASSIGNOR's entire worldwide right, title and interest in and to said TRADEMARKS together with the goodwill connected therewith, and the right to recover for past infringements of TRADEMARKS, the same to be held and enjoyed by the ASSIGNEE for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives;

ASSIGNOR hereby covenants that it has the full right to convey the interest in said TRADEMARKS herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith;

ASSIGNOR further agrees to execute and deliver, from time to time, all further instruments of conveyance, assignment and further assurances and perform all such other acts as may reasonably be required to transfer and assign all of ASSIGNOR's right, title and interest in and to and under said TRADEMARKS.

IN TESTIMONY WHEREOF, ASSIGNOR has caused this assignment to be executed by its duly authorized officer as of this 10th day of June, 2003.

By: William E. Shull
William E. Shull
Vice President & Chief Patent Counsel
Halliburton Energy Services, Inc.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared William E. Shull, Vice President and Chief Patent Counsel of Halliburton Energy Services, Inc., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10th day of June, 2003.

Tammy S. Brzozowski
Notary Public

