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U.S. DEPARTMENT OF COMMERCE U.S. 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): Premier Instruments, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State of Texas [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: Weatherford Artificial Lift Systems, Inc. Internal Address: Street Address: 515 Post Oak Blvd., Ste. 600 City: Houston State: TX Zip: 77027 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State of 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: [x] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: June 10, 2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/389,926 Additional number(s) attached [] Yes [x] No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed: Name: William B. Patterson Internal Address: Moser, Patterson & Sheridan LLP Street Address: 3040 Post Oak Blvd., Ste. 1500 City: Houston State: TX Zip: 77056

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41).....\$ 40.00 [] Enclosed [x] Authorized to be charged to deposit account 8. Deposit account number: 20-0782/WEAT/0001A/WBP (Attach duplicate copy of this page if paying by deposit account)

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. William B. Patterson Name of Person Signing [Signature] Signature 24 July 03 Date

Total number of pages including cover sheet, attachments, and document: 4

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

07/29/2003 EDDOPER 00000258 200782 75389926 01 FC:8521 40.00 DA

TRADEMARK REEL: 002790 FRAME: 0403

INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, PREMIER INSTRUMENTS, INC., a Texas corporation ("Assignor") was the sole owner of certain patents and patent applications ("Patents") and certain trademarks ("Trademarks"), both as listed in Exhibit A, attached hereto; and

WHEREAS, pursuant to a Bill of Sale, Assignment and Assumption Agreement dated and effective as of February 7, 2003, Assignor assigned all rights in and to such Patents and Trademarks to WEATHERFORD ARTIFICIAL LIFT SYSTEMS, INC., a Delaware corporation ("Assignee");

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, as separate evidence of such assignment to filed with the United States Patent and Trademark Office and any other registration offices, agencies or departments around the world, Assignor has assigned, sold, transferred and set over and by these presents does assign, sell, transfer and set over unto said Assignee the all rights, title and interest in and to said Patents and Trademarks, including but not limited to: (a) all world-wide rights therein, (b) all reissues, reexaminations, divisions, continuations, continuations-in-part, renewals, and extensions thereof, (c) all United States and foreign patents which shall issue on any pending patent applications forming part of the Patents, and (d) any and all common law rights, good will associated with and registrations protecting the Trademarks, the same to be held and enjoyed by said Assignee, its assigns and successors, as fully and entirely as the same would have been held and enjoyed by Assignor, had this assignment and sale not been made.

Assignor covenants and agrees that it will, at any time upon the request and at the expense of said Assignee, execute and deliver any and all papers and to all lawful acts that may be necessary or desirable, in the opinion of said Assignee, to enable and assist said Assignee (a) obtain Letters Patent and registrations, both domestic and foreign, (b) establish, maintain and secure title in said Assignee, its successors and assigns to said Patents and Trademarks, including making such title of lawful public record, and (c) defend, establish or otherwise preserve the validity of said Patents and Trademarks against any and all infringers, and perform such other acts are necessary to give full force and effect to this assignment.

Assignor hereby authorizes and requests the United States Patent and Trademark Office and the respective foreign patent and trademark offices to issue all Letters Patents and registrations of the Trademarks in the name of said Assignee.

Executed on the date indicated below, effective as of February 7, 2003.

PREMIER INSTRUMENTS, INC.

By: *H. Wayne Carroll*

Name: *H. Wayne Carroll*

Title: *President*

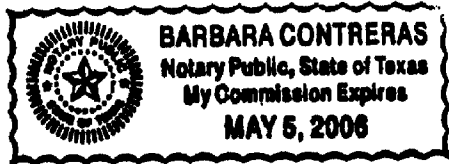
Date: *6-10-03*

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE me, the undersigned authority, on this day personally appeared *H. Wayne Carroll* President of Premier Instruments, Inc., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed and same on behalf of said corporation for the purposes and consideration therein expressed.

GIVEN under my had and seal of office this *10* day of *June*, 2003



Barbara Contreras
Notary Public in and for the
State of Texas

EXHIBIT A

Intellectual Property	
Patent No.	Patent Title
5,035,581	Fluid Level Monitoring and Control System
5,105,085	Fluid Analysis System
6,076,049	A Narrow Band Infrared Water Cut Meter
6,292,756	A Narrow Band Infrared Water Fraction Meter Apparatus for Gas Well and Liquid Hydrocarbon Flow Stream Use
Trademark	Serial Number
Red Eye	75/389926