

02-13-2004

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

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DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CDI Regal International, Inc.
11182 Highway 69 North
Tyler, TX 75706

2.6.04

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

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

2. Name and address of receiving party(ies)

Name: Oil States Industries, Inc.

Internal

Address: _____

Street Address: 7701-A South Cooper St

City: Arlington State: TX Zip: 76017

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

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

Execution Date: 10/03/2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1,238,017

Additional number(s) attached Yes No

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

Name: Charles M. Hosch

Internal Address: Strasburger & Price, LLP

Suite 4300

Street Address: 901 Main Street

City: Dallas State: tx Zip: 75202

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-4547



02-06-2004

U.S. Patent & TMO/TM Mail Rcpt Dt. #51

DO NOT USE THIS SPACE

9. Signature.

R. Scott Rhoades

Name of Person Signing

Signature

2/3/04

Date

Total number of pages including cover sheet, attachments, and document: 12

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

TRADEMARK
REEL: 002913 FRAME: 0380

INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE

WHEREAS the Assignor named herein is the owner of the Intellectual Property described herein; and

WHEREAS the Assignee is desirous of acquiring all right, title and interest in and to said Intellectual Property;

NOW THEREFORE the Parties execute this Assignment effective upon the Effective Date provided herein:

1. **Effective Date.** The "Effective Date" of this Assignment, by specific agreement of the Parties, and notwithstanding the latest date of execution shown herein, is October 10, 2003, the Closing Date of the transactions contemplated by the Asset Purchase Agreement.

2. **Definitions.**

"Affiliates" means a person that directly, or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with the person specified.

"Asset Purchase Agreement" means the Asset Purchase Agreement, dated as of October 3, 2003, by and between Assignee and Assignor as amended by that certain First Amendment to Asset Purchase Agreement by and between Seller and Purchaser dated as of October 10, 2003.

"Assignor" means CDI Regal International, Inc., a Texas corporation.

"Assignee" means Oil States Industries, Inc., a Delaware corporation.

"Business" means all of the business and operations conducted by the Assignor.

"Confidential Information" means the business, technical or other information, whether or not said information has been or is the subject of applications for or registrations of patent rights, trade secret rights, copyright rights, trademark rights or other intellectual property rights, including Trade Secrets, and improvements thereto, and further including any information relating to this Assignment, or the discussions or negotiations relating thereto, or the Intellectual Property, to the extent such information (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain secrecy.

"Copyrights" means the (a) original works of authorship fixed in a tangible medium of expression, whether or not said works are yet described in copyright applications or issued copyright registrations, including the right to apply for copyright registrations in the U.S. and foreign countries and/or to claim any priority rights for such applications pursuant to U.S. laws, international conventions, international treaties, foreign laws, or otherwise; (b) copyright applications filed in the Territory or filed pursuant to international treaties designating the

Territory, including any divisions, continuations or continuations-in-part of said copyright applications; and (c) copyright registrations granted in the Territory, including any reissuances, renewals or extensions of said copyright registrations.

“Intellectual Property(ies)” means the Patents, Copyrights, Trademarks (specifically including the trade names “Regal” and “CDI Regal”), and Trade Secrets related to the Business (as further set forth herein and in the Asset Purchase Agreement) in the Territory, the Parties specifically agreeing that the term Intellectual Property also includes, but is not limited to, the properties enumerated in Exhibit A:

- (a) patent applications and issued/registered patents (also known as Letters Patent);
- (b) trademark applications and registered trademarks; and
- (c) unregistered trademarks and trade/business names.

“Party” means either Assignor or Assignee as the context herein shall indicate.

“Parties” means both Assignor and Assignee.

“Patents” means the (a) inventions conceived or partially or wholly reduced to practice, whether or not said inventions are yet described in patent applications or issued patents, including the right to apply for Letters Patent in the U.S. and foreign countries and/or to claim any priority rights for such applications pursuant to U.S. laws, international conventions, international treaties, foreign laws, or otherwise; (b) patent applications filed in the Territory or filed pursuant to international treaties designating the Territory, including any divisions, continuations or continuations-in-part of said patent applications; (c) Letters Patent granted in the Territory, including any reissuances or extensions of said Letters Patent; and (d) all patent license agreements.

“Territory(ies)” refers to any and all countries, states and territories anywhere in the world.

“Trademarks” means the (a) trademarks, service marks, trade names, and other designations of origin or goodwill, whether or not said marks, names, or designations are yet described in applications or issued registrations, including the right to apply for registrations in the U.S. and foreign countries and/or to claim any priority rights for such applications pursuant to U.S. laws, international conventions, international treaties, foreign laws, or otherwise; (b) trademark, service mark or trade name applications in the Territory, or applications for registration of other designations of origin in the Territory, including any divisions, continuations or continuations-in-part of said applications; and (c) trademark, service mark or trade name registrations in the Territory, or registrations of other designations of origin in the Territory, including any reissuances or extensions of said registrations.

“Trade Secrets” means business, technical or other information, whether or not said information has been or is the subject of applications for or registrations of patent rights, trade secret rights, copyright rights, trademark rights or other intellectual property rights, including

formulas, patterns, compilations, programs, device information, methods, techniques, processes, development agreements, license agreements in Intellectual Properties other than Patents, accounting/financial information, economic information, competitive/strategic information, and improvements thereto, that (i) derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use; and (ii) are the subject of efforts that are reasonable under the circumstances to maintain secrecy.

3. **Assignment.** For good and valuable consideration, the receipt of which is acknowledged, Assignor has agreed to assign and transfer, and hereby does assign and transfer, as of the Effective Date, unto Assignee, its successors and assigns, the entire right, title and interest in and to the Intellectual Property, together with all goodwill relating thereto.

4. **Implied License.** Assignor grants to Assignee a non-exclusive worldwide license to use any of the patent, trade secret, copyright, trademark or other intellectual property rights of Assignor that may be embodied in, or necessary to the use of, the Intellectual Property; provided, however, that this license is limited to the use of only those rights reasonably necessary to fully exploit the rights granted in this Assignment.

5. **Perfection.** Assignor agrees, for itself, its directors, officers, employees, and subcontractors, and for its successors and assigns, to execute and deliver without further consideration any further applications, declarations, affidavits, assignments and other documents, and to perform such other acts as it lawfully may, that may be deemed necessary, desirable or convenient by Assignee, its successors or assigns, to fully secure its interest in or to the Intellectual Property or to obtain or maintain the Intellectual Property in force in any and all countries, including doing all things necessary to obtain the approval of third parties necessary to effectuate the assignment of any license agreements (including patent license agreements) and development agreements; provided, however, that the Parties agree that the reasonable expenses of Assignor, if any, incurred in fulfilling this duty will be borne by Assignee.

6. **Recordation.** Assignor hereby authorizes all U.S. and foreign governmental offices in which documents evidencing rights in the Intellectual Property may reside to record this Assignment, any copy of this Assignment, and/or any information relating thereto, upon the request of the Assignee, so as to evidence this transfer of rights from Assignor to Assignee.

Assignor hereby authorizes Assignee to make application for, and to receive registration for, intellectual property rights in the Intellectual Property, including rights under U.S. and foreign laws relating to patents, copyrights, trademarks, and trade secrets in its own name, or in Assignor's or another's name for the benefit of Assignee, at its election.

Assignor hereby authorizes and requests all U.S. and foreign governmental offices which may issue Letters Patent, trademark registrations, copyright registrations, or registrations of rights in trade secrets in the Intellectual Property, wherever possible, to grant said Letters Patent and registrations directly to Assignee as the assignee of the entire right, title and interest therein.

7. **Representations.** Assignor represents and warrants that it has the full authority to enter into this Assignment and that the rights granted in the Intellectual Property are free and clear of any encumbrances.

Assignor represents and warrants that it will have no remaining Intellectual Property relating to the Business after the Closing Date (as defined in the Asset Purchase Agreement).

8. **Miscellaneous.** Assignor shall have the right to delegate any duty or assign any right hereunder upon the prior written consent of Assignee; Assignee shall have the right to delegate any duty or assign any right granted hereunder without the consent of Assignor.

This Assignment constitutes the entire agreement between the Parties relating to the Intellectual Property and supersedes all other agreements between the Parties concerning the subject matter herein except as provided in the Asset Purchase Agreement.


This Assignment shall be governed by and construed in accordance with the laws of the State of Texas and the federal laws of the United States of America (U.S.A.). The exclusive venue for any disputes arising under or in respect of this Assignment shall be Dallas, Texas, U.S.A.

IN WITNESS WHEREOF, Assignor and Assignee, acting through the designated representatives whose names and titles appear hereinbelow, have executed this Assignment upon the dates shown therewith.

[Signature page follows]

ASSIGNOR

CDI REGAL INTERNATIONAL, INC.

By: 

Name: Ron Gabriel

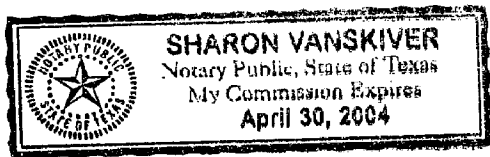
Title: President


STATE OF TEXAS

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§
§

COUNTY OF DALLAS

Before me personally appeared Ron Gabriel and acknowledged execution of the foregoing Intellectual Property Assignment and License this 10th day of October, 2003.




Notary Public, State of Texas

ASSIGNEE

OIL STATES INDUSTRIES, INC.

By: 

Name: Don Greenlee

Title: Vice President

STATE OF TEXAS

§
§
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COUNTY OF DALLAS

Before me personally appeared Don Greenlee and acknowledged execution of the foregoing Intellectual Property Assignment and License this 10th day of October, 2003.



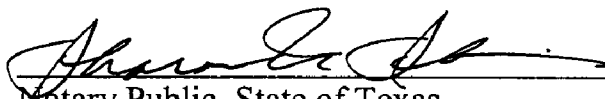

Notary Public, State of Texas

Exhibit A - Intellectual Property

Trademarks:

Regalon

Defender

Regal

Star King

Slick

Load King

Sand King

Type BX

Royal

Type RV

Bell XEL

Bell Jackpot

Tradenames:

Bell Rubber Co.

Regal Marine

Regal Mardec

Bell Petroleum Svcs.

Regal Rubber Products, Inc.

Regal International, Inc.

Regal (New) International, Inc.

Regal Tool & Rubber Co.

Regal Oilfield Products

Regal/Bell Oilfield Products

Bell Safety Co.

TRADEMARKS

Mark	Reg. No.	Country	Issue Date	Class	Our File
Datascoder	Exp/Reg 08/10/2002 1,204,330	U.S.	08/10/02	019 (Non-Metallic Building Materials)	REG-2-N-11,389
Regal	Exp/Reg 05/17/2003 1,238,017	U.S.	05/17/03	007 (Machinery) 008 (Electrical & Scientific Apparatus) 017 (Rubber Goods)	REG-3-N-11,750
Regal	1,127,096	Great Britain	01/17/00	006 (Metal Goods)	REG-4-N-11,750-08/1
Regal	1,127,097	Great Britain	01/17/00	007 (Electrical & Scientific Apparatus)	REG-5-N-11,750-02/11
Regal	1,127,098	Great Britain	01/17/00	017 (Rubber Goods)	REG-6-N-11,750-08/111
Regal	1,127,099	Great Britain	01/17/00	018 (Non-Metallic Building Materials)	REG-7-N-11,750-08/11V
Regal	1,127,100	Great Britain	01/17/00	022 (Cordage and Fibers)	REG-8-N-11,750-08/1V
Star King	Exp/Reg 11/16/2002 1,216,701	U.S.	11/16/02	017 (Rubber Goods)	REG-9-N-12,496
Star King	Exp/Reg 11/16/2002 1,216,702	U.S.	11/16/02	17 (Rubber Goods)	REG-12-N-12,497

PATENTS

Our File	Patent No.	Country	Issue Date	Inventor(s)	Patent Holder	Name of Invention
REG-4-N-12,312	3,691,802 ¹	U.S.	11/16/76	Tom C. Waldepp et al.	REG-2	Datalog-Booper Fender System
REG-4-N-12,312-9A	7280996	France	09/23/75		REG-1	Same
REG-4-N-12,312-6W	1,493,692	Great Britain	01/30/76		Same	Same
REG-4-N-12,312-4P	115921975	Japan	09/23/75		REG-3	Same

- 1 12/11/00 Change of Name to Regal International, Inc. was recorded.
- 2 Regal Tool & Rubber
- 3 Regal International, Inc.

REG-P-3, 329	4,008,672 ¹	U.S.	02/01/77	James E. Filer	①	RTIC	Trupper with 'Quick' Pivot at Bottom
REG-P-3, 334	4,028,723 ¹	U.S.	06/24/77	Wardell O. Mayfield et al.	②	RTIC	Platform Leg of Hydrone
REG-P-3, 339	4,047,391 ¹	U.S.	09/13/77	Wardell O. Mayfield et al.	③	RTIC	Great Seal
REG-P-3, 351	4,098,211 ¹	U.S.	07/04/78	James E. Filer et al.	④	RTIC	Harper Rings
REG-P-3, 337-81	37 of 1981	France	12/10/81	Same		RTIC	Same
REG-P-3, 337-81-IV	18 of 1981	France	12/10/81	Same		RTIC	Same
REG-P-3, 337-68	1,589,548	Great Britain	10/05/77	Same		RTIC	Same
REG-P-3, 337-68-IV	1,589,549	Great Britain	10/05/77	Same		RTIC	Same
REG-P-3, 337-68-IV	69 of 1981	Hong Kong	02/18/82	Same		RTIC	Same
REG-P-3, 337-81	584 of 1981	Hong Kong	12/03/81	Same		RTIC	Same
REG-P-3, 337-81-IV	184 of 1982	Hong Kong	06/30/82	Same		RTIC	Same
REG-P-3, 337-81	189 of 1982	Hong Kong	06/30/82	Same		RTIC	Same
REG-P-3, 337-81-IV	325/81	Singapore	01/08/82	Same		RTIC	Same
REG-P-3, 337-81-IV	326/81	Singapore	01/08/82	Same		RTIC	Same
REG-P-3, 337-11	16 of 1982	Taiwan	02/18/82	Same		RTIC	Same
REG-P-3, 337-11-IV	17 of 1982	Taiwan	02/18/82	Same		RTIC	Same
REG-P-3, 337-11-IV	4,109,474 ¹	U.S.	06/29/78	James W. Filer et al.	⑤	RTIC	Harper Assembly Hood Call System
REG-P-3, 337-88	1,514,993	Great Britain	10/05/77	Same		RTIC	Same
REG-P-3, 337-88	1,112,371 ¹	U.S.	03/04/79	Wardell O. Mayfield et al.	⑥	RTIC	Removable Closure Apparatus for Blowdown
REG-P-2, 643	1,286,578	U.S.	05/12/81	Jack W. Smith et al.	⑦	RTIC	Drill Pipe Protector
REG-P-1-10, 982	4,273,473	U.S.	06/14/81	Clarence Thompson et al.	⑧	RTIC	Shock Absorbing Column
REG-P-1-11, 773	4,211,412	U.S.	07/19/82	Edward A. Dillhead	⑨	RTIC	Offshore Blower System & Method of Manufacturing
REG-P-1-11, 823	4,317,009 ¹	U.S.	06/29/82	Jay W. Jackson	⑩	RTIC	Marine Land Structure with Dual Directional Energy Absorbing Characteristics

REG-11-P-11, R23-BR	PIB004573	Brazil	07/23/80	Same	Same	Some	Some
REG-12-P-11, R23-IR	80 16 037	France	07/21/80	Same	Same	Some	Some
REG-13-P-11, R23-GR	2,056,437	Great Britain	07/24/80	Same	Same	Some	Some
REG-14-P-11, R23-JP	100026780	Japan	07/23/80	Same	Same	Some	Some
REG-15-P-11, R23-KR	185,297	Korea	07/25/80	Same	Same	Some	Some
REG-16-P-11, R23-WL	80,04237	Netherlands	07/23/80	Same	Same	Some	Some
REG-17-P-11, R23-WG	80 2195	Norway	07/22/80	Same	Some	Some	Some
REG-18-P-11, R24	4,338,044	U.S.	07/04/82	Clarence Thompson	811	Some	Burger Ring with Relief Groove
REG-19-P-11, R25-AR	224,395	Argentina	11/30/81	Edward A. Culibeu	811	Some	Offshore Burger System & Method of Manufacture
REG-20-P-11, R25-AN-DIV	787,413	Argentina	11/11/81	Same	Some	Some	Some
REG-21-P-11, R25-AU	58223/80	Australia	07/06/80	Same	Some	Some	Some
REG-22-P-11, R25-BE	882,191	Belgium	03/21/80	Same	Some	Some	Some
REG-23-P-11, R25-BI	100/82	Brunei	08/20/83	Same	Some	Some	Some
REG-24-P-11, R25-BA	PIB001467	Brazil	07/12/80	Same	Some	Some	Shock Absorbing Collar
REG-25-P-11, R25-CA-A	1,127,013	Canada	07/06/82	Clarence Thompson et al.	Some	Some	Offshore Burger System & Method of Manufacture
REG-26-P-11, R25-CA-B	1,154,211	Canada	10/28/82	Edward A. Culibeu	Some	Some	Method of Manufacture
REG-27-P-11, R25-CA-C	1,134,262	Canada	12/28/82	Clarence Thompson et al.	Some	Some	Burger Ring with Relief Groove
REG-28-P-11, R25-OK	1,059/80	Denmark	03/12/80	Edward A. Culibeu	Some	Some	Offshore Burger System & Method of Manufacturing
REG-29-P-11, R25-ES-A	187,837/A	Spain	06/03/81	Clarence Thompson et al.	RIRC	Some	Offshore Burger System & Method of Manufacturing
REG-30-P-11, R25-ES-B	191,238/8	Spain	02/16/81	Same	Some	Some	Burger Assembly (Defender System)
REG-31-P-11, R25-ES-C	191,238/1	Spain	02/16/81	Same	Some	Some	Method of Fabricating a Burger System (Defender System)
REG-32-P-11, R25-ES-D	191,237	Spain	03/16/81	Same	Some	Some	A Connector for a Burger System (Defender System)

REG-34-P-11, 025-1R	8005600	France	03/13/80	Eduard L. Gullbeau	All	Offshore Bumper System & Method of Manufacture
REG-35-P-11, 025-6R	2051023	Great Britain	03/07/80	Same	Same	Same
REG-36-P-11, 025-6B-1	21107664	Great Britain	11/02/83	Clarence Thompson et al.	Same	Offshore Bumper Assembly
REG-37-P-11, 025-6B-11	21108704	Great Britain	11/02/83	Same	Same	Bumper Element and Connector for a Bumper Assembly
REG-38-P-11, 025-6B-111	21186794	Great Britain	11/02/83	Edward A. Gullbeau	Same	Offshore Bumper System and Method of Manufacture
REG-39-P-11, 025-6R	67,220	Greece	06/25/81	Same	Same	Same
REG-40-P-11, 025-6R	433 of 1984	Hong Kong	06/16/84	Same	Same	Same
REG-41-P-11, 025-1D	3,744	Indonesia	03/10/80	Same	Same	Same
REG-42-P-11, 025-1D	P 154921	India	03/10/80	Same	Same	Same
REG-43-P-11, 025-1D-DIV	P 157638	India	03/10/80	Same	Same	Same
REG-44-P-11, 025-1R	P 49204	Ireland	03/12/80	Same	Same	Same
REG-45-P-11, 025-1R-1	P 49205	Ireland	03/12/80	Same	Same	Same
REG-46-P-11, 025-1R-11	P 49206	Ireland	03/12/80	Same	Same	Same
REG-47-P-11, 025-1R-111	P 49207	Ireland	03/12/80	Same	Same	Same
REG-48-P-11, 025-11	5,40142-A/80	Italy	03/12/80	Same	Same	Same
REG-49-P-11, 025-1R	5,30,078/80	Japan	03/12/80	Same	Same	Same
REG-50-P-11, 025-1R	151,215	Malta	06/10/87	Same	Same	Same
REG-51-P-11, 025-1R-A	770 of 1985	Malaysia	07/08/85	Same	Same	Same
REG-52-P-11, 025-1R-C	55 of 1986	Malaysia	01/25/85	Same	Same	Same
REG-53-P-11, 025-1R-D	P 157,547	Norway	04/06/85	Same	Same	Same
REG-54-P-11, 025-1R-E	243 of 1985	Sabah	05/27/85	Same	Same	Same
REG-55-P-11, 025-1R-F	67 of 1984	Sabah	06/10/84	Same	Same	Same
REG-56-P-11, 025-1R-G	68 of 1984	Sabah	06/10/84	Same	Same	Same

REG-56-P-11, 825-11	334/84	Singapore	03/15/85	Same	Same	Same
REG-57-P-11, 825-57-A	C.2186	South Korea	06/28/84	Same	Same	Same
REG-57-P-11, 825-57-B	C.2182	South Korea	05/02/85	Same	Same	Same
REG-57-P-11, 825-57-C	C.2183	South Korea	04/04/85	Same	Same	Same
REG-58-P-11, 825-11	39/84	Vietnam/Tobago	06/08/84	Same	Same	Same
REG-59-P-11, 825-V2	63, 236	Venezuela	06/21/86	Same	Same	Same
REG-60-P-11, 825-DE	P 3000560-4	Germany	03/15/80	Same	Same	Same
REG-63-P-13, 041	4,419,179	U.S.	12/06/85 Exp'd 12/21/91	Virgil E. Springer	111	Sound-Infused Carboxy Semi-Rigid Polymer Compositional Catalytic Particle Mixture
REG-72-P-13, 096	4,431,704	U.S.	02/14/84 Exp'd 3/10/92	Virgil E. Springer	112	Composition for Blount Preventer
REG-80-P-13, 104	4,460,843	U.S.	11/06/84 Exp'd 12/06/88	Virgil E. Springer	113	Polymeric Arricular Stabilizing Apparatus
REG-77-P-13, 149	4,513,998	U.S.	10/07/85	Clarence Thompson	114	Pretractor Clamp for Well Control Lines
REG-78-P-13, 166-EPIC	0142385	EPIC	11/13/84	Same	Same	Same
REG-92-P-13, 167-1R		France	07/10/89	Same	Same	Same
REG-85-P-13, 383	4,662,791	U.S.	06/05/87	Earl E. Spitzer	115	Ranger Assembly Shock Cell System
REG-87-P-13, 714	58 07/7/84, 992	U.S.	06/14/91	George U. Poppel	116	Low Maintenance Fresh Water for a Food Divider
REG-05-P-15, 158-51C	58 07/7/88, 116	U.S.	05/25/89	John Montrose	117	Double Piston Load Cell

Do include
for filing 12
54