

2004 APR 12 AM 10:03

RECORDA
TRA

102720558

FINANCE SECTION

Commissioner for Trademarks: Please record the attached copies of an original document.

1. Name of conveying party(ies): Final Control Elements, Inc. <input type="checkbox"/> Individual(s) <u>4-12-04</u> <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>Texas</u> <input type="checkbox"/> Other _____ Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): Dresser, Inc. 11th Floor, Millennium I 15455 Dallas Parkway Addison, Texas 75001 <input type="checkbox"/> Individual(s) Citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ If the assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: Nunc Pro Tunc Trademark Assignment Effective as of August 17, 1999 Execution Date: March 16 & 19, 2004		4. Application number(s) or trademark number(s): A. Trademark Application No(s): B. Trademark No(s): <u>2,151,196</u> <u>2,374,553</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
5. Name/address of party to whom correspondence concerning document should be mailed: RUSSELL N. RIPPAMONTI Fish & Richardson P.C. 5000 Bank One Center 1717 Main Street Dallas, Texas 75201		6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR §3.41): \$65.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to charge Deposit Account. 8. Deposit Account No.: 06-1050 Please apply any additionally charges, or any credits, to our Deposit Account No. 06-1050.				
DO NOT USE THIS SPACE						
9. Statement and Signature: <i>To the best of my knowledge and belief, the foregoing information is true and correct and the attached is a true copy of the original document.</i> <table border="0" style="width: 100%;"><tr><td style="width: 30%;"><u>Russell N. Rippamonti</u> Name of Person Signing</td><td style="width: 30%; text-align: center;"> Signature</td><td style="width: 30%; text-align: right;"><u>4/7/04</u> Date</td></tr></table>				<u>Russell N. Rippamonti</u> Name of Person Signing	 Signature	<u>4/7/04</u> Date
<u>Russell N. Rippamonti</u> Name of Person Signing	 Signature	<u>4/7/04</u> Date				
Total number of pages including cover sheet, attachments, and document: 8						

04/13/2004 90072764.doc 00000158 2151196

01 FC:8521
02 FC:852240.00 OP
25.00 OP

CERTIFICATE OF MAILING BY FIRST CLASS MAIL

I hereby certify under 37 CFR §1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated below and is addressed to Mail Stop Assignment Recordation Services, Director of the United States Patent and Trademark Office, P. O. Box 1450, Alexandria, VA 22313-1450.

4-7-04 Sandra Bukovac
Date of Deposit Signature

Sandra Bukovac
Typed Name of Person Signing Certificate

TRADEMARK
REEL: 002947 FRAME: 0417

NUNC PRO TUNC TRADEMARK ASSIGNMENT

WHEREAS, CHRIS M. LEINEN, an individual residing at 1872 Happy Valley Road, Santa Rosa, California 95409, was the sole shareholder and President of FINAL CONTROL ELEMENTS, INC., a Texas Corporation (hereinafter the ASSIGNOR);

WHEREAS, ASSIGNOR entered into an Asset Purchase Agreement to convey to DRESSER EQUIPMENT GROUP, INC. (hereinafter "DEG") the Trademarks listed on Exhibit A (hereinafter "Marks") effective as of August 17, 1999, said Asset Purchase Agreement being recorded in the records of the U.S. Patent and Trademark Office at reel/frame 002517/0873;

WHEREAS, said Asset Purchase Agreement obligated ASSIGNOR to convey the Marks and the goodwill of the business to DEG as of August 17, 1999 but said Agreement did not actually convey title to DEG;

WHEREAS, it was the intention of ASSIGNOR and DEG that the Marks be conveyed to DEG as of August 17, 1999;

WHEREAS, DEG did change its name to DRESSER, INC. (hereinafter "ASSIGNEE") effective March 28, 2001;

1. In consideration of the sum of Ten Dollars (\$10,00) and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR does hereby assign and transfer to ASSIGNEE, its successors and assigns, all rights, title and interest in the Marks, including, but not limited to, common law rights, and applications for registration and registrations thereof, together with the goodwill of the business symbolized by said Marks, the right to secure registrations for the Marks in all countries, and ASSIGNOR hereby authorizes and requests the Commissioner of Trademarks to issue any and all trademarks registrations resulting from the trademark applications for the Marks to

ASSIGNEE as ASSIGNEE of the entire right, title and interest therein, all the foregoing to be held and enjoyed by ASSIGNEE for its own use and for the use of its successors, assigns or other legal representatives, together with all of the income, royalties, damages and payments now or hereafter due or payable with respect thereto and the right to sue and recover damages by reason of past, present and future infringement of the rights assigned under this Nunc Pro Tunc Trademark Assignment with the right to sue for and collect the same for its own use and benefit , and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this transfer to ASSIGNEE had not been made.

2. ASSIGNEE's authority hereunder shall include, without limitation, the authority to execute and receive any certificate of ownership or other document to transfer title to any of the Marks, applications for the Marks and other trademark rights and trademark applications assigned pursuant to this Nunc Pro Tunc Trademark Assignment, and to take any other actions necessary or incident to the powers granted to ASSIGNEE in this Nunc Pro Tunc Trademark Assignment.

3. This Assignment contains the entire agreement and understanding concerning the subject matter hereof between the parties, and supercedes and replaces all prior negotiations, proposed Assignments, and Assignments, whether written or oral, express or implied, of any type whatsoever. None of the parties to this Assignment have made any promise, representation, or warranty whatsoever, express or implied, not set forth in this Assignment concerning the subject matter hereof, to induce any other party to execute this Assignment. The parties hereto acknowledge and warrant that this Assignment is not being executed in reliance on any promise, representation, or warranty not expressly stated in this written Assignment.

4. ASSIGNEE hereby agrees to indemnify, defend and hold harmless ASSIGNOR from and against any and all claims, liabilities, judgments, penalties, lawsuits, costs, damages, demands and expenses (including attorney fees and costs of experts),

arising by reason of, or in connection with, use of the Marks by ASSIGNEE after August 17th, 1999.

5. In the event of any action, proceeding or arbitration to interpret or enforce all or any part of this Assignment, the prevailing party in such action, proceeding or arbitration shall be entitled to recover its reasonable attorneys' fees and costs.

6. This Assignment shall be construed in accordance with and governed by the laws of the State of California. The parties irrevocably and unconditionally agree (1) that all actions or proceedings arising in connection with this Assignment shall be tried and litigated only in the State Court, County of Sonoma, State of California and that all parties shall be subject to the jurisdiction of such Court, and (2) that service of process by certified mail, return receipt requested, shall constitute personal service. Each of the parties waives any right to object to the forum or venue of the Sonoma County Superior Court to adjudicate any and all disputes arising out of this Assignment.

7. This Assignment may be executed in one or more counterparts, each of which, when taken together, shall constitute a completely executed original. This Assignment shall not be amended, supplemented, or abrogated other than by a written instrument signed by the party or parties to be bound thereby.

8. Each party acknowledges and warrants that such party has been represented by counsel of that party's choice throughout all negotiations that preceded the execution of this Assignment. Each party hereto has cooperated in the drafting and preparation of this Assignment. In any construction to be made of this Assignment, the same shall not be construed against any party hereto by virtue of its drafting or preparation.

9. In the event that any term or provision of this Assignment is held to be void, voidable, or unenforceable, the remaining portions hereof shall remain in full force and effect that no party shall be deprived of the benefits of this Assignment.

This instrument shall inure to the benefit and be binding upon the ASSIGNEE and its successors and assigns and shall inure to the benefit and be binding upon ASSIGNOR and its successors and assigns, effective as of the 17th day of August 1999.

IN WITNESS WHEREOF, this ASSIGNMENT has been duly executed and signed this 16 day of MARCH, 2004 and made effective NUNC PRO TUNC as of August 17, 1999.

FINAL CONTROL ELEMENTS, INC.

By: [Signature]
Title: President

STATE OF CALIFORNIA §
COUNTY OF Sonoma §

Before me on this day personally appeared Chris M. Leinen known to me to be the PRESIDENT Of Final Control Elements, Inc., and acknowledged to me that he has the authority to execute the foregoing instrument for Final Control Elements, Inc., that he executed the foregoing instrument as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

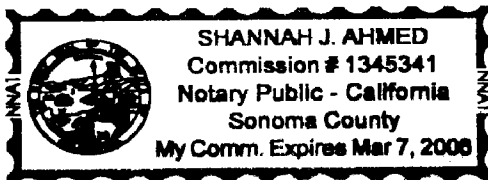
SUBSCRIBED AND SWORN TO before me this 16th day of March, 2004.

[Signature]
Notary Public in and for the State of California

My Commission Expires:

March 7, 2006

Shannah J. Ahmed
Printed Name



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sonoma } ss.

On 3.16.04, before me, Shannah J. Ahmed, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Chris M. Leinen,
Name(s) of Signer(s)

- ☒ personally known to me
☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Shannah J. Ahmed
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Nunc Pro Tunc Trademark Assignment

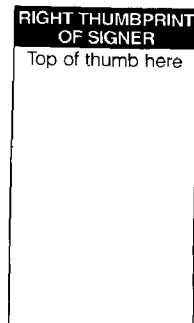
Document Date: 3.16.04 Number of Pages: - 5 -

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer

Signer's Name: Chris M. Leinen

- ☐ Individual
☒ Corporate Officer — Title(s): President
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____



Signer Is Representing: Final Control Elements, Inc.

DRESSER, INC.



Name: G. Harvey Dunn III

Title: Intellectual Property Transfer Officer

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

Before me on this day personally appeared G. Harvey Dunn III, Intellectual Property Transfer Officer, of Dresser, Inc. (formerly known as Dresser Equipment Group, Inc., a Delaware corporation, on behalf of said corporation.

SUBSCRIBED AND SWORN TO before me this 19~~th~~ day of March, 2004.



Notary Public in and for the State of Texas

My Commission Expires:

7/10/05



Printed Name

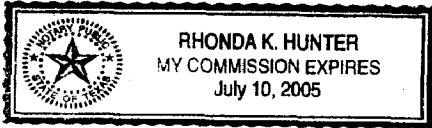


EXHIBIT "A"

MARK	REG. NO.	COUNTRY
T-BALL	2,151,196	U.S.A.
T-BALL & Design	2,374,553	U.S.A.
T-BALL	000261958	Community Trade Mark

Dallas2 893730 v 1, 52792.00002

RECORDED: 04/12/2004

TRADEMARK
REEL: 002947 FRAME: 0424