

Docket No: 15835-002001

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):

Tyco Flow Control, Inc.

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

Additional name(s) attached? ☐ Yes ☒ No

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

Dresser, Inc.
11th Floor, Millennium 1
15455 Dallas Parkway
Addison, Texas 75001

- ☐ Individual(s) Citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ Other _____

If the assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☒ No

Additional names/addresses attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment
☐ Merger
☐ Security Agreement
☐ Change of Name
☒ Other: Nunc Pro Tunc Assignment Effective 4/ 29/96

Execution Date: 6/17/2004; 6/21/2004

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

A. Trademark Application No(s):

B. Trademark No(s):

1,283,165

Additional numbers attached? ☐ Yes ☒ 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: 1

7. Total fee (37 CFR §3.41): \$40

- ☒ Enclosed
☐ 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: *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.*

Russell N. Rippamonti
Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 6

CERTIFICATE OF TRANSMISSION BY FACSIMILE

I hereby certify that this correspondence is being transmitted by facsimile to the Patent and Trademark Office on the date indicated below.

Date of Transmission

Signature

SANDRA BUKOVAC

TRADEMARK

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Docket No: 15835-002001

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

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FINANCE SECTION

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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.

6-24-04
Date of Deposit

Signature

Sandra Bukovac

TRADEMARK Filing Certificate

REEL: 003011 FRAME: 0988

NUNC PRO TUNC ASSIGNMENT

WHEREAS, Yarway Corporation, a Pennsylvania Corporation, entered into an asset Purchase Agreement dated April 29, 1996 with Dresser Industries, Inc., a Delaware Corporation, wherein Yarway Corporation agreed to sell certain assets including the patents and trademark listed on Exhibit A-1 (hereinafter INTELLECTUAL PROPERTY);

WHEREAS, Yarway Corporation did not have record title to the INTELLECTUAL PROPERTY, the INTELLECTUAL PROPERTY being held in the name of a related entity, Keystone International Holdings Corp., a Delaware Corporation;

WHEREAS, on January 30, 1998, Keystone International Holdings Corp., a Delaware corporation, merged into Keystone International, Inc., a Texas corporation;

WHEREAS, on May 5, 1998, Keystone International, Inc., a Texas corporation, changed its name to Tyco Flow Control, Inc., a Texas Corporation (hereinafter ASSIGNOR);

WHEREAS, Dresser Industries, Inc. did transfer assets including the subject INTELLECTUAL PROPERTY to Dresser Equipment Group, Inc., a Delaware Corporation, effective January 31, 1999, by unrecorded letter agreement between the parties; and

WHEREAS, Dresser Equipment Group, Inc. did change its name to Dresser, Inc. (hereinafter ASSIGNEE) effective as of March 28, 2001.

NOW, THEREFORE, in consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby transfer, sell and assign NUNC PRO TUNC unto said ASSIGNEE its successors, assigns and other legal representative, effective April 29, 1996, for the territory of the United

States and throughout the world, the entire right, title and interest in and to the INTELLECTUAL PROPERTY listed in Exhibit A, including the patents and any reexaminations, continuations, divisionals, continuations-in-part and reissues and all the inventions claimed in the foregoing, including the right to claim priority and in the trademark and the goodwill of the business attached thereto, all of 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 hereinafter due or payable with respect hereto, and all claims for damages by reason of past, present and future infringement of the rights under this 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.

ASSIGNOR agrees that it will, at the expense of the ASSIGNEE, execute, deliver and acknowledge all such further instruments of conveyance as ASSIGNEE may reasonably require if necessary to accomplish the assignment, transfer and recordation thereof of said INTELLECTUAL PROPERTY.

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 said INTELLECTUAL PROPERTY assigned pursuant to this ASSIGNMENT, and to take any other actions necessary or incident to the powers granted to ASSIGNEE in this ASSIGNMENT.

ASSIGNEE warrants that it is the rightful successor in interest to all rights of Dresser Industries, Inc. and Dresser Equipment Group, Inc. in and to the INTELLECTUAL PROPERTY, and agrees to hold harmless ASSIGNOR from and against any claim by Dresser Industries, Inc. and Dresser Equipment Group, Inc. relating to this Assignment of the INTELLECTUAL PROPERTY hereunder.

This Agreement shall inure to the benefit of ASSIGNEE and its successors and assigns and shall be binding on ASSIGNOR and its successors and assigns.

IN WITNESS WHEREOF, this ASSIGNMENT has been duly executed and signed at Exeter, New Hampshire this 17th day of June, 2004 and made effective NUNC PRO TUNC as of August 17, 1999.

TYCO FLOW CONTROL, INC.
f/k/a Keystone International, Inc.

By: Ryan K. Stafford

Name: Ryan K. Stafford

Title: Vice President

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

This instrument was acknowledged before me on June 17, 2004 by Ryan K. Stafford, Vice President of Tyco Flow Control, Inc., a Texas corporation, on behalf of said corporation.

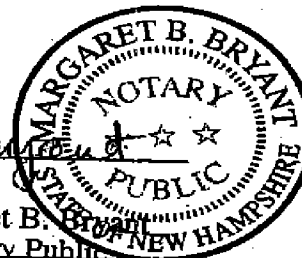
Margaret B. Bryant
NOTARY PUBLIC

Name: _____

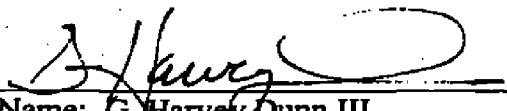
Margaret B. Bryant

Notary Public

My Commission Expires Oct. 22, 2008



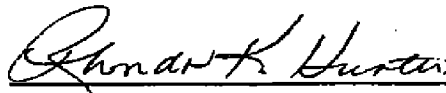
DRESSER, INC.
f/k/a Dresser Equipment Group, Inc.


Name: G. Harvey Dunn III
Title: Intellectual Property Transfer Officer

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on June 21, 2004 by 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.





NOTARY PUBLIC

Name: Rhonda K. Hunter

My Commission Expires: 7/10/05

EXHIBIT A-1

<u>U.S. Patent Number</u>	<u>Title</u>	<u>Grant Date</u>
5,012,841	Pressure Reducing and Conditioning Valves	5/7/1991
5,005,605	Conditioning Valve	4/19/1991

<u>U.S. Trademark Registration</u>	<u>Mark</u>	<u>Registration Date</u>
1,283,165	STEAMFORM	6/26/1984