

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
EFFECTIVE DATE:	10/05/2004		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dresser, Inc.		10/05/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Nil-Cor, LLC		
Street Address:	4617 East Paris Avenue, S.E.		
City:	Kentwood		
State/Country:	MICHIGAN		
Postal Code:	49512		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1132562	NIL-COR	
Registration Number:	1219800	NIL-COR	
Registration Number:	1303489	NIL-COR	
Registration Number:	2547945	PHALANX	
CORRESPONDENCE DATA			
Fax Number:	(616)975-5505		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(616) 975-5500		
Email:	charles@vglb.com		
Correspondent Name:	Timothy A. Flory		
Address Line 1:	2851 Charlevoix Drive, S.E.		
Address Line 2:	Suite 207		
Address Line 4:	Grand Rapids, MICHIGAN 49546		
NAME OF SUBMITTER:	Timothy A. Flory		

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TRADEMARK

Signature:	/taf/
Date:	03/28/2005
Total Attachments: 5 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif source=Trademark Assignment#page5.tif	

ATTACHMENT H

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective as of the 5th day of October, 2004, between DRESSER, INC., a Delaware Corporation, (hereinafter "ASSIGNOR"), having a place of business at 11th Floor, Millennium I, 15455 Dallas Parkway, Addison, Texas 75001, and NILCOR, LLC, a Michigan Limited Liability Company, (hereinafter "NC"), having a place of business at 4617 East Paris Avenue, Kentwood, Michigan.

WHEREAS, ASSIGNOR has adopted, intends to use and is using the trademarks listed in Schedule A ("Marks") attached hereto; and

WHEREAS, NC is desirous of acquiring all rights, title and interest in the Marks, including but not limited to, the registrations thereof, together with the goodwill of the business symbolized by said Marks; and

WHEREAS, ASSIGNOR transferred to NC certain assets and businesses and the Marks pertaining to said assets and which business is ongoing and existing; and

WHEREAS, ASSIGNOR covenants that it will, at NC'S expense, when requested, execute, deliver and acknowledge all such further instruments of conveyance and do and perform all such other acts and things as NC may reasonably require to more effectively accomplish the assignment, transfer and recordation thereof of the said Marks; and

NOW, THEREFORE, in consideration of the sums set forth in the Asset Purchase Agreement, the receipt of which is hereby acknowledged, ASSIGNOR does hereby assign and transfer to NC, its successors and assigns, all rights, title and interest in the Marks, including, but not limited to, the registrations thereof, together with the goodwill of the business symbolized by said Marks, all of the foregoing to be held and enjoyed by NC 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 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 NC had not been made;

NC'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 assigned pursuant to this Trademark Assignment, and to take any other actions necessary or incident to the powers granted to NC in this Trademark Assignment.

IN WITNESS WHEREOF, I hereto set my hand and seal at Grand Rapids, Michigan, this 5th day of October, 2004.

DRESSER, INC.

NIL-COR, LLC

By: _____

By: Ronald V. Andronaco

Title: _____

Title: Agent

State of _____ §

County of _____ §

Before me this _____ day of _____, 2004, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

Notary Public

My Commission Expires: _____

[Notary's Seal Here]

State of Michigan §

County of Kent §

Before me this 5th day of October, 2004, personally appeared Ronald V. Andronaco, Agent for Nil-Cor, LLC, known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

Notary Public

My Commission Expires: 4.9.07

[Notary's Seal Here]

IN WITNESS WHEREOF, I hereto set my hand and seal at Addison, Texas by
J. Scott Matthews, this 5th day of October, 2004.

DRESSER, INC.

NIL-COR, LLC

J. Scott Matthews



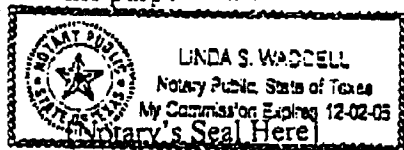
By: J. Scott Matthews

By: Ronald V. Andronaco
Title: Agent

Title: Senior Vice President - Corporate
Development

State of Texas §
County of Dallas §

Before me this 6th day of October, 2004, personally appeared J. Scott Matthews, known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he executed the same as his free act and deed for the purposes therein contained.



Linda S. Waddell

Notary Public

My Commission Expires: 12-2-05

State of Michigan §
County of Kent §

Before me this _____ day of _____, 2004, personally appeared Ronald V. Andronaco, Agent for Nil-Cor, LLC, known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

Notary Public

My Commission Expires:

[Notary's Seal Here]

SCHEDULE A

FOREIGN REGISTRATIONS

<u>COUNTRY</u>	<u>MARK</u>	<u>REGISTRATION NO.</u>
Canada	NIL-COR	TMA283910
Germany	NIL-COR	1030425
South Africa	NIL-COR	81/2568
South Africa	NIL-COR	81/2567

U.S. REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NO.</u>
NIL-COR	1,303,489
NIL-COR	1,132,562
NIL-COR	1,219,800
PHALANX	2,547,945

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