

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Houston Engineers, Inc.		10/01/2004	CORPORATION:
RECEIVING PARTY DATA			
Name:	Smith International, Inc.		
Street Address:	16740 Hardy Street		
Internal Address:	Patent Services		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77032		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2248616	TT	
CORRESPONDENCE DATA			
Fax Number:	(281)233-5970		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	281-233-5945		
Email:	patentservices@smith.com		
Correspondent Name:	Sean C. Henkel		
Address Line 1:	16740 Hardy Street		
Address Line 2:	Patent Services		
Address Line 4:	Houston, TEXAS 77032		
NAME OF SUBMITTER:	Sean C. Henkel		
Signature:	/sean henkel/		
Date:	05/24/2005		

CH \$40.00 2248616

Total Attachments: 4

source=Houston Engineers Inc to Smith International Inc#page1.tif

source=Houston Engineers Inc to Smith International Inc#page2.tif

source=Houston Engineers Inc to Smith International Inc#page3.tif

source=Houston Engineers Inc to Smith International Inc#page4.tif

TRADEMARK ASSIGNMENT

This Assignment ("Assignment") is made effective as of October 1, 2004 from Houston Engineers, Inc., ("ASSIGNOR"), to Smith International, Inc., ("ASSIGNEE"):

WHEREAS, ASSIGNOR is the owner of the trademarks (the Marks") and other intellectual property ("the Property") as described in Exhibit A, attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby in connection with the goods on which the Marks are used ("the Products").

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks and the Property.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Marks and the Property, together with (1) the goodwill of the business relating to the Products in respect upon which the Marks are used and for which they are registered: (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks: and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks.

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing , completing, or vesting in ASSIGNEE full right, title, and interest in the Marks and the Property.

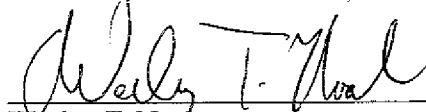
IN WITNESS WHEREOF, ASSIGNOR has duly executed under seal and delivered this Assignment, as of the day and year first above written.

HOUSTON ENGINEERS, INC.



Vivian Cline
Assistant Secretary

SMITH INTERNATIONAL, INC.



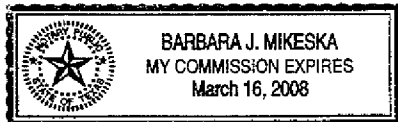
Wesley T. Noah
Assistant Secretary

NOTARY

State Of Texas
County of Harris

On this 16th day of March, 2005, before me a Notary Public in and for the State of Texas, personally appeared Vivian Cline, personally known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

WITNESS my hand and official seal.

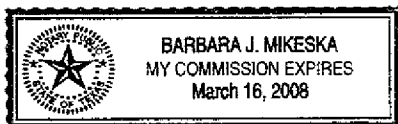



Barbara J. Mikeska
Notary Public

State Of Texas
County of Harris

On this 16th day of March, 2005, before me a Notary Public in and for the State of Texas, personally appeared Wesley T. Noah, personally known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

WITNESS my hand and official seal.




Barbara J. Mikeska
Notary Public

EXHIBIT A
TRADEMARKS

Mark	Country	Registration No.	Registration Date
ACCELERATOR	Australia	669597	August 14, 1995
ACCELERATOR	Brazil	816040036	June 23, 1992
ACCELERATOR	Canada	348846	December 9, 1988
ACCELERATOR	Europe/CTM	650622	April, 28, 1999
ACCELERATOR	Indonesia	360461	May 30, 1996
ACCELERATOR	Mexico	581765	October 8, 1992
ACCELERATOR	New Zealand	251773	July 28, 1995
ACCELERATOR	Nigeria	54496	October 23, 1992
ACCELERATOR	Oman	12275	September 26, 1995
ACCELERATOR	UK	B1319587	August 24, 1987
ACCELERATOR	USA	825695	March 14, 1967
ACCELERATOR	Vietnam	20355	July 31, 1995
EFL	USA	2077492	July 8, 1997
HE & DESIGN	Mexico	439829	August 17, 1993
HE & HOUSTON ENGINEERS	Europe/CTM	636969	May 4, 1999
HE & HOUSTON ENGINEERS	Norway	192403	August 27, 1998
HE ACCM	Europe/CTM	650838	April 28, 1999
HE ACCM	Norway	191101	June 25, 1998
HE ACCM	Europe/CTM	650861	July 8, 1999
HE ACCMCD	Norway	191102	June 25, 1998
HE DEVICE	Europe/CTM	620708	February 22, 2001
HE LOGO	Australia	548326	January 3, 1991
HE LOGO	Brazil	814623093	December 13, 1994
HE LOGO	Canada	470999	February 13, 1997
HE LOGO	Indonesia	359446	May 30, 1996
HE LOGO	New Zealand	251771	July 28, 1995
HE LOGO	Nigeria	54497	October 23, 1992
HE LOGO	Norway	176890	September 19, 1996
HE LOGO	Oman	12276	September 26, 1995
HE LOGO	Singapore	B8601/95	September 9, 1995
HE LOGO	UK	2031459	August 23, 1995
HE LOGO	Vietnam	20356	July 31, 1995
HE LOGO	USA	1489031	May 24, 1988
HE TMC	Norway	191100	June 25, 1998
HYDRA-DRIVE	USA	2586107	June 25, 2002
HYDRA-JAR	Australia	548328	January 3, 1991
HYDRA-JAR	Brazil	816040028	January 10, 1995
HYDRA-JAR	Canada	284999	November 18, 1983
HYDRA-JAR	Europe/CTM	650473	February 15, 1999

HYDRA-JAR	Indonesia	360927	May 30, 1996
HYDRA-JAR	Mexico	428670	December 31, 1992
HYDRA-JAR	New Zealand	251772	July 28, 1995
HYDRA-JAR	Nigeria	54495	October 23, 1992
HYDRA-JAR	Norway	178147	November 21, 1996
HYDRA-JAR	Oman	12277	September 26, 1995
HYDRA-JAR	Singapore	T95/08603D	September 9, 1995
HYDRA-JAR	UK	1184484	November 1, 1982
HYDRA-JAR	USA	1105483	September 7, 1978
HYDRA-JAR	Vietnam	20357	July 31, 1995
HYDRA-JAR (DESIGN)	USA	1663184	November 5, 1991
HYDRA-SHOCK	Australia	682024	December 29, 1995
HYDRA-SHOCK	Europe/CTM	650697	April 28, 1999
HYDRA-SHOCK	Norway	193344	October 8, 1998
HYDRA-SHOCK	UK	2049726	November 22, 1995
HYDRA-SHOCK	USA	1937309	November 21, 1995
HYDRA-STROKE	Europe/CTM	650689	April 28, 1999
HYDRA-STROKE	Norway	190788	June 12, 1998
HYDRA-STROKE	Norway	193345	October 8, 1998
HYDRA-STROKE	UK	2049353	December 22, 1995
HYDRA-STROKE	USA	2064106	May 20, 1997
HYDRA-THRUST	Australia	751792	December 24, 1997
HYDRA-THRUST	Benelux-Holland	630159	December 23, 1997
HYDRA-THRUST	Canada	535518	October 24, 2000
HYDRA-THRUST	Germany	39761789	July 6, 1998
HYDRA-THRUST	Norway	192081	January 7, 1998
HYDRA-THRUST	Singapore	T98/006301	January 23, 1998
HYDRA-THRUST	UK	2154747	December 29, 1997
HYDRA-THRUST	USA	2227708	March 2, 1999
HYDRA-TORAX	USA	2559858	April 9, 2002
JAR-PACT	USA	2669552	December 31, 2002
MAGNUM	Europe/CTM	650648	April 27, 2000
MAGNUM	Norway	185776	January 16, 1997
MAGNUM	UK	2120975	January 16, 1997
MAGNUM	USA	2185428	September 1, 1998
TT	Europe/CTM	650911	April 22, 1999
TT	Norway	191103	June 25, 1998
TT	USA	2248616	June 1, 1999