

FORM PTO-1595  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

### RECORDATION FORM COVER SHEET PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Attorney Docket Nos. 13153.0062.TMUS00

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

1. Name of conveying party(ies):

Schlumberger Technology Corporation

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

2. Name and address of receiving party(ies)

Name: Reed-Hycalog Operating, L.P.

Internal Address:

Street Address: 1330 Post Oak Blvd., Suite 2700

City: Houston State/Country: Texas, USA

ZIP: 77056

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment  Merger

Security Agreement  Change of Name

Other - Bill of Sale and Asset Transfer Agreement

Execution Date(s): December 18, 2002

4. Trademark Registration numbers: 2,185,770

Additional numbers attached?  Yes  No

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

Name: Gregg G. Brandon

Internal Address: Howrey, LLP

Street Address: 750 Bering Drive

City: Houston State: TX ZIP: 77057-2198

6. Total number of applications and patents involved: 1

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

Enclosed

Authorized to be charged to deposit account(only is missing or improper)

8. Deposit Account No. 01/2508

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 any attached copy is a true copy of the original document.

Gregg G. Brandon  
Name of Person Signing

  
Signature

April 18, 2005  
Date

Total number of pages including cover sheet, attachments, and document: 9

CH \$40.00 012508 2185770

**BILL OF SALE  
AND  
ASSET TRANSFER AGREEMENT**

by and between

**Schlumberger Technology Corporation,**

as "Transferor,"

and

**Reed-Hycalog, LLC**

and

**Reed-Hycalog Operating, LP**

as "Transferees"

**Dated: December 18, 2002**

**BILL OF SALE  
AND  
ASSET TRANSFER AGREEMENT**

THIS BILL OF SALE AND ASSET TRANSFER AGREEMENT (this "Agreement"), is made and entered into this 18th day of December, 2002 (the "Effective Date"), by and between Schlumberger Technology Corporation, a Texas corporation ("Transferor"), Reed-Hycalog, LLC, a Delaware limited liability company wholly-owned by Seller ("LLC"), and Reed-Hycalog Operating, LP, a Delaware limited partnership of which Seller is a 99% limited partner and LLC is a 1% general partner ("LP"). LP and LLC are collectively referred to as the "Transferees."

**RECITALS**

A. Transferor owns certain assets which it uses or owns in the conduct of the Reed Hycalog Drill Bits business in the U.S. (the "Drill Bits Business"), a unit within the Drilling and Measurements segment of Seller.

B. Transferor desires to transfer certain of the assets it uses to conduct the Drill Bits Business to Transferees and Transferees desire to acquire such assets.

**AGREEMENT**

In consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1 **TRANSFER OF ASSETS.** Transferor hereby contributes, assigns, transfers, conveys and delivers to LLC (or its designee as set forth on Schedule 1) and LP a 1% and 99% undivided interest, respectively, in all of the following assets of Transferor's Drill Bits Business, expressly excluding any assets of Transferor that are not set forth below including, without limitation, the shares of capital stock of Camco International (Canada) Inc. and Camco International (UK) Limited: All of the "US Assets" as defined in the Purchase Agreement (the "Purchase Agreement") dated October 25, 2002 between Transferor and Grant Prideco, Inc ("Grant Prideco").

All of the assets conveyed from Transferor to Transferees pursuant to this Agreement shall be referred to collectively as the "Assets."

2 **ASSUMPTION OF LIABILITIES.** Upon the terms and subject to the conditions contained herein, LLC (or its designee as set forth on Schedule 1) and LP hereby assume and agree to undertake, pay, perform and/or discharge when due 1% and 99%, respectively, of any and all direct or indirect liabilities, indebtedness, obligations, guarantees or endorsements, whether known or unknown, whether accrued or unaccrued, whether absolute or contingent, whether due or to become due, or whether liquidated or unliquidated, directly related to the Drill Bits Business, the Assets or the Transferred Employees including, without limitation, all obligations or liabilities of Transferor under all contracts or agreements of the Drill Bits Business including without limitation, the Contracts ("Assumed Liabilities").

### 3 EMPLOYEES.

(a) All of the employees listed on Schedule 2.1.1 of the Transition Services Agreement among Transferor, Schlumberger and Grant Prideco related to the Purchase Agreement as being employed in the US. ("Transferred Employees").

(b) LLC (or its designee as set forth on Schedule 1) and LP shall assume 1% and 99%, respectively, of the benefits and burdens under all employment and severance agreements or arrangements associated the Transferred Employees.

(c) LLC (or its designee as set forth on Schedule 1) and LP shall assume 1% and 99%, respectively, of the benefits and burdens under the collective bargaining agreements to be transferred to Grant Prideco under the Purchase Agreement related to the US.

### 4 BENEFIT PLANS.

(a) Transferor shall assume sponsorship for and, all liabilities associated with, the qualified plans transferred to Grant Prideco under the Purchase Agreement related to the US.

(b) Effective as of the Effective Date, LLC (or its designee as set forth on Schedule 1) and LP shall adopt the employee benefit plans related to the US which are sponsored by Transferor or its affiliates and transferred to Grant Prideco under the Purchase Agreement with respect to the Transferred Employees.

### 5 MISCELLANEOUS

(a) Consents to Assignments of Contracts. Notwithstanding anything herein to the contrary, this Agreement shall not constitute an agreement to assign any Contract or any claim or right or any benefit arising thereunder or resulting therefrom if (1) an attempted assignment thereof, without the consent of a third party thereto, would constitute a breach thereof or in any way adversely affect the rights of LLC (or its designee as set forth on Schedule 1) and LP thereunder, and (2) such consent has not previously been obtained. If such consent is not obtained, or if an attempted assignment thereof would be ineffective or would affect the rights thereunder so that LLC (or its designee as set forth on Schedule 1) and LP would not receive all such rights, Transferor will cooperate with Transferees, in all reasonable respects, to provide to LLC (or its designee as set forth on Schedule 1) and LP the benefits under any such Contract, claim or right including, without limitation, enforcement for the benefit of LLC (or its designee as set forth on Schedule 1) and LP of any and all rights of Transferor against a third party thereto arising out of the breach or cancellation by such third party or otherwise.

(b) Bill of Sale; Assumption of Liabilities. This Agreement is intended to also operate as a bill of sale and shall be evidence of the transfer of the Assets as provided for herein and the assumption by LLC (or its designee as set forth on Schedule 1) and LP of the Assumed Liabilities, and such transfer and assumption is made based in substantial part on the representations, warranties and obligations provided for herein.

(c) Amendment, Modification or Waiver. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect

unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver.

(d) **Severable Provisions.** Each provision of this Agreement is intended to be severable. If any provision hereof shall be declared by a court of competent jurisdiction to be illegal, unenforceable or invalid for any reason whatsoever, such illegality, unenforceability or invalidity will not affect the validity of the remainder of this Agreement or applicable provision.

(e) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(f) **Execution by Facsimile.** This Agreement may be executed by facsimile, and shall be deemed effectively executed upon the receipt by both Buyer and Seller of the last page of this Agreement duly executed by the other parties hereto.

(g) **Headings.** The headings preceding the text of Sections of this Agreement and the Schedules and Exhibits thereto are for convenience only and shall not be deemed part of this Agreement.

(h) **Applicable Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS, AND NOT THE LAWS OF CONFLICTS, OF THE STATE OF TEXAS.

(i) **Construction.** The parties hereto acknowledge that each party was represented by legal counsel, or had the opportunity to obtain legal counsel, in connection with this Agreement and that each of them and its or their counsel, as applicable, have reviewed and revised this Agreement, or have had an opportunity to do so, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

(j) **Forum; Waiver of Jury Trial.** Each party agrees that any suit, action or proceeding brought by such party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought solely in a state or federal court located in Houston, Harris County, Texas, and each party consents to the jurisdiction and venue of each such court. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY JUDICIAL ACTION.

(k) **Entire Agreement.** This Agreement and the Exhibits and Schedules attached hereto constitute the entire Agreement between the parties with respect to the purchase and sale of the Assets and the other matters referenced herein. This Agreement, therefore, supersedes any and all prior agreements, arrangements, communications, and representations, whether oral or written, between the parties relating to the subject matters hereof.

(l) **Schedules.** If any of the Schedules are not completed as of the date of this Agreement, Seller shall provide such schedules to Buyer within 30 days of the date hereof.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered on as of the date first set forth above.

**TRANSFEROR**

**SCHLUMBERGER TECHNOLOGY CORPORATION**  
a Texas corporation

By: *[Signature]*  
Name: Richard Hoffman  
Title: Authorized Representative

**TRANSFEREES**

**Reed-Hycalog, LLC** a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**REED-HYCALOG OPERATING, LP**  
a Delaware limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered on as of the date first set forth above.

**TRANSFEROR**

**SCHLUMBERGER TECHNOLOGY CORPORATION**  
a Texas corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TRANSFEREES**

**Reed-Hycalog, LLC** a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**REED-HYCALOG OPERATING, LP**  
a Delaware limited partnership

By: M. K. Keenleyside  
Name: MALCOLM KEENLEYSIDE  
Title: President Reed-Hycalog LLC, General Partner

**SCHEDULES**

**Schedule 1: Designee**

**Reed-Hycalog Operating, LP**

Gray Copy AAU4097099.2  
2103225-2

**TRADEMARK**  
**REEL: 003096 FRAME: 0657**





750 BERING DRIVE  
HOUSTON, TX 77057-2198  
PHONE: 713.787.1400 • FAX: 713.787.1440

**FACSIMILE COVER SHEET**

**DATE:** April 18, 2005

**TO: NAME:** Mail Stop - Assignment Recordation Division

**COMPANY:** Director of USPTO

**FAX NUMBER:** (703) 306-5995 **PHONE NUMBER:** \_\_\_\_\_

**CITY:** Alexandria, Virginia

**FROM: NAME:** Gregg G. Brandon c/o Amber Stills

**DIRECT DIAL NUMBER:** (713) 268-1305 **USER ID:** 4792

**NUMBER OF PAGES, INCLUDING COVER:** 10 **CHARGE NUMBER:** 13153.0062.TMUS00

ORIGINAL WILL FOLLOW VIA:

REGULAR MAIL  OVERNIGHT DELIVERY  HAND DELIVERY  OTHER: \_\_\_\_\_

ORIGINAL WILL NOT FOLLOW

**SUPPLEMENTAL MESSAGE:**

THE INFORMATION CONTAINED IN THIS TRANSMISSION IS PRIVILEGED AND CONFIDENTIAL. IT IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.



750 BERING DRIVE  
HOUSTON, TX 77057-2198  
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FAX 713.787.1440  
A LIMITED LIABILITY PARTNERSHIP

Writer's Direct Dial:  
713.787.1565  
brandong@howrey.com

April 18, 2005

FILE: 13153.0062.TMUS00

Mail Stop Assignment Recordation Services  
Director of USPTO  
P.O. Box 1450  
Alexandria, Virginia 22313-1450

RE: *Recordal of Change of Name*  
*Mark: SWITCHBLADE*  
*Registration No.: 2,185,770*  
*Applicant: ReedHycalog, L.P.*

Dear Madam:

Enclosed please find the following:

1. This transmittal letter;
2. Recordation Cover Sheet; and
3. Copy of Bill of Sale and Asset Transfer Agreement executed December 18, 2002;

Please charge all necessary government fees or credit any overpayment to Deposit Account No. 01-2508 reference 13153.0062.TMUS00/G. Brandon.

Very truly yours,

Gregg G. Brandon

GGB/as  
Enclosures

