

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Varel International, LTD		06/01/2005	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Varel International Acquisition, L.P.		
<b>Street Address:</b>	1434 Patton Place, Suite 106		
<b>City:</b>	Carrollton		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75007		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2716371	CHALLENGER	
<b>Serial Number:</b>	76297328	RIDGEBACK	
<b>Registration Number:</b>	1511551	VAREL	
<b>Serial Number:</b>	73753276	WALKER MCDONALD WM BITS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)863-7496		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3128637194		
<b>Email:</b>	sonya.szot@goldbergkohn.com		
<b>Correspondent Name:</b>	Sonya Szot		
<b>Address Line 1:</b>	55 E. Monroe Street Suite 3700		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	Sonya Szot		
<b>Signature:</b>	/Sonya Szot/		

**OP \$115.00 2716371**

Date:

06/06/2005

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

**WHEREAS**, Varel International, Ltd. (f/k/a Varel International, Inc., f/k/a Varel Manufacturing Company), a Texas limited partnership ("**Assignor**"), is the owner of the trademark applications and registrations listed on Schedule A hereto (the "**Marks**");

**WHEREAS**, Varel International Acquisition, L.P., a Delaware limited partnership ("**Assignee**"), has acquired all right, title and interest in and to the Marks pursuant to a Purchase and Sale Agreement (the "**Purchase Agreement**") dated as of the date hereof;

**WHEREAS**, Assignor desires to assign and transfer all of its right, title and interest in and to the Marks and the goodwill of the business symbolized thereby to Assignee;

**WHEREAS**, Assignee desires to accept such assignment; and

**WHEREAS**, the parties are effecting said assignment and transfer of all right, title and interest in and to the Marks and the goodwill of the business symbolized thereby.

**NOW, THEREFORE**, for the consideration recited above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has assigned and hereby assigns, transfers and sets over to Assignee, Assignor's entire right, title, and interest in and to the Marks, and the goodwill of the business symbolized by the Marks, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives (the "**Assignment**");

**AND** Assignor further assigns to Assignee all of Assignor's rights to sue for and receive all damages accruing from past, present and future infringements of the Marks;

**AND** Assignee hereby accepts the Assignment;

**AND** Assignor further agrees to execute all instruments and documents and take all actions as may be required to effectuate the Assignment;

**AND** this Assignment shall be binding upon the parties, their successors and/or assigns and all others acting by, through, with or under their direction, and all those in privity therewith;

**AND** the Marks being assigned pursuant to this Assignment are subject to the terms and conditions of the Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control;

**AND** except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be construed in accordance with and governed by the internal laws of the State of Texas without giving effect to any choice of law rule or principle

that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Texas to the rights and duties of the Parties.

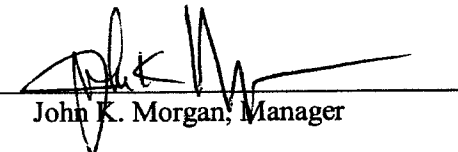
*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as of June 1, 2005.

**VAREL INTERNATIONAL, LTD.**

By: Varel GP LLC, its general partner

Date: June 1, 2005

By:   
John K. Morgan, Manager

**VAREL INTERNATIONAL ACQUISITION,  
L.P.**

By: Varel GP Newco, LLC, its general partner

By: Varel Holdings, Inc., its sole member

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Timothy J. Coughlon  
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as of ~~May 1~~, 2005. *J*  
*June*

**VAREL INTERNATIONAL, LTD.**

By: Varel GP LLC, its general partner

Date: \_\_\_\_\_


By: \_\_\_\_\_  
John K. Morgan, Manager

**VAREL INTERNATIONAL ACQUISITION,  
L.P.**

By: Varel GP Newco, LLC, its general partner

By: Varel Holdings, Inc., its sole member

Date: June 1, 2005

By:   
Name: Timothy J. Coughlon  
Title: Vice President

**SCHEDULE A**  
**MARKS**

<b><u>Trademark Description</u></b>	<b><u>Registration/ Application No.</u></b>	<b><u>Filing Date</u></b>	<b><u>Status</u></b>
Challenger	2716371 / USPTO	May 29, 2001	Registered
Ridgeback	76297328 / USPTO	August 7, 2001	Allowed
Varel	1480288 / [France]		Registered
Varel	844259 / [Italy]		Registered
Varel	364265 / [Mexico]		Registered
Varel	1511551 / USPTO	April 27, 1988	Registered
Varel	F169729 / [Venezuela]		Registered
Walker McDonald WM Bits and Design	73753276 / USPTO	September 15, 1988	Registered

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