

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
Dril-Quip, Inc.		09/29/2005	CORPORATION:
RECEIVING PARTY DATA			
Name:	Shell Trademark Management B.V.		
Street Address:	Carel van Bylandtlaan 30, 2596 HR		
City:	The Hague		
State/Country:	NETHERLANDS		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2622065	S3	
CORRESPONDENCE DATA			
Fax Number:	(713)241-6617		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	713-241-2698		
Email:	trademarks-t@shell.com		
Correspondent Name:	Kimbley L. Muller		
Address Line 1:	910 Louisiana OSP 4794		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	TM 3604		
DOMESTIC REPRESENTATIVE			
Name:	Kimbley L. Muller		
Address Line 1:	910 Louisiana OSP 4794		
Address Line 4:	Houston, TEXAS 77002		
NAME OF SUBMITTER:	Kimbley L. Muller		

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Signature:	/kim muller/
Date:	10/04/2007
Total Attachments: 5 source=Assignment to STMBV#page1.tif source=Assignment to STMBV#page2.tif source=Assignment to STMBV#page3.tif source=Assignment to STMBV#page4.tif source=Assignment to STMBV#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

AN AGREEMENT made between

DRIL-QUIP, INC.

of 13550 Hempstead Road, Houston, Texas, United States of America
(hereinafter "**Assignor**")

and

SHELL TRADEMARK MANAGEMENT B.V.

of Carel van Bylandtlaan 30, 2596 HR The Hague, The Netherlands
(hereinafter called "**Assignee**")

RECITALS

1. Assignor is the legal owner of and has the right to assign the Trademark (as hereinafter defined).
2. Assignor and Shell Global Solutions (U.S.), Inc., an Affiliate of Assignee (as hereinafter defined), entered into a Licence Agreement dated 30th May 2000, according to which:
 - Assignor and its Affiliates (as hereinafter defined) were granted the right and licence to manufacture and sell a slug suppression device developed by Shell Global Solutions (U.S.), Inc.; and
 - Assignor and Shell Global Solutions (U.S.), Inc. selected and approved the Trademark for identifying the slug suppression device for the purpose of sales and marketing; and it was agreed that
 - the Trademark would be the sole and exclusive property of Shell Global Solutions (U.S.), Inc.
3. Assignor and its Affiliates are no longer interested in marketing and selling the slug suppression device under the Licence Agreement and Shell Global Solutions (U.S.), Inc. now wants to continue with such marketing and sales, thereby using the Trademark.

4. Shell Global Solutions (U.S.), Inc. therefore wishes to effect its right of ownership of the Trademark according to the Licence Agreement by having the Trademark assigned to Assignee and Assignor is prepared to assign the Trademark to Assignee.

IT IS AGREED AS FOLLOWS:

1. Interpretation and Definitions

- 1.1 The headings of the individual clauses are not part of this Agreement and shall not be used in its interpretation.
- 1.2 For the purposes of this Agreement the following expressions shall have the following meanings:

"Trademark" shall mean the U.S. Trademark **S³**, filed October 6, 2000, and registered on September 17, 2002, under registration number 2,622,065 in respect of various goods in International Class 9.

"Effective Date" shall mean the date on which this Agreement is executed by the later party to so execute.

"Affiliates of Assignor" shall mean:

any company other than Assignor controlling, controlled by or under common control with Assignor with "control" meaning ownership of shares carrying fifty per cent. (50%) or more of the votes exercisable at a general meeting (or its equivalent) of the company.

"Affiliates of Assignee" shall mean:

Royal Dutch Shell plc and any entity other than Assignee, which Royal Dutch Shell plc directly or indirectly controls.

For this purpose:

- (i) an entity directly controls another entity if it owns fifty per cent or more of the voting rights attached to the issued share capital of the other entity; and
- (ii) an entity indirectly controls another entity if a series of entities can be specified, beginning with the first entity and ending with the other entity, so related that each entity of the series (except the ultimate controlling entity) is directly controlled by one or more of the entities earlier in the series.

2. Assignment and Consideration

In consideration of the payment of two thousand United States Dollars (USD 2,000) by Assignee to Assignor, receipt of which is acknowledged by Assignor, Assignor assigns and transfers to Assignee all its right, title and interest in and to the Trademark, including the right to file applications for registration of any rights assigned under this Agreement, together with the goodwill attached to and symbolised by the Trademark, but no other or greater goodwill.

3. National Assignments, Prosecution and Maintenance

- 3.1 Assignor undertakes to inform its legal representatives in the U.S. within one (1) month from the Effective Date that the Trademark has been transferred to Assignee or its nominee and that further instructions will come from Assignee.
- 3.2 Assignor shall provide Assignee with the Registration Certificate of the Trademark within one (1) month from the Effective Date.
- 3.3 Assignee recognises it is solely responsible for drafting, filing or recording of any documents necessary to effect or complete the transfer, any continuing prosecution or maintenance of the Trademark, and incurring and paying any fees, including government, attorney or notary fees.
Assignor agrees to assist Assignee by executing any document required by Assignee under the provisions of this Clause and in particular any assignment to Assignee or its nominee.

4. **Representations and Warranties**

Assignor represents and warrants that:

- (a) it is the registered proprietor of the Trademark and is entitled to assign the Trademark; and
- (b) no opposition or cancellation action is threatened or pending against the Trademark; and
- (c) no litigation is pending involving the Trademark; and
- (d) any renewal fees due before the Effective Date have been paid.

5. **Notices**

All notices to be given by Assignee to Assignor pursuant to this Agreement shall be sent to Assignor at its address given at the beginning of this Agreement.

All notices to be given by Assignor pursuant to this Agreement shall be sent to Assignee at:

Kimbley L. Muller
Shell Trademark Management BV
910 Louisiana Street
One Shell Plaza
Houston, Texas 77002

Either party may at any time designate to the other in writing a different or additional address to which notices and other communications are subsequently to be sent.

6. **Applicable Law and Dispute Resolution**

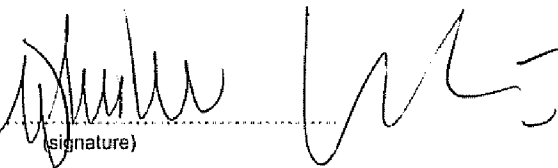
This Agreement and the relationship hereunder between the Parties shall be exclusively interpreted in accordance with and governed by the laws of the State of Texas, and any dispute which may arise in connection with this Agreement, whether based in contract,

tort or otherwise, shall be exclusively submitted to the State or Federal Courts in Harris County, Texas.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed in duplicate original at the places and on the dates indicated below.


The Hague, 5 September, 2005
(place) (date)

SHELL TRADEMARK MANAGEMENT B.V.

signed: 
(signature)

Houston, 29 September, 2005
(place) (date)

DRIL-QUIP, INC.

signed: 
(signature)