

**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
ICO, Inc.		09/06/2002	CORPORATION: TEXAS
ICO Global Services, Inc.		09/06/2002	CORPORATION: DELAWARE
ICO Worldwide (U.K.) Ltd.		09/06/2002	CORPORATION: UNITED KINGDOM
ICO Worldwide, L.P.		09/06/2002	LIMITED PARTNERSHIP: TEXAS

**RECEIVING PARTY DATA**

Name:	Varco, L.P.
Street Address:	7909 Parkwood Circle Drive
City:	Houston
State/Country:	TEXAS
Postal Code:	77036
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	2451753	RODSCAN 2000
Registration Number:	2451754	RODSCAN2000
Registration Number:	2453817	RODSCAN 2000
Registration Number:	2494783	RODSCAN2000

**CORRESPONDENCE DATA**

Fax Number: (202)408-4400  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2024084000  
 Email: docketing@finnegan.com  
 Correspondent Name: Christianna L. Barnhart  
 Address Line 1: 901 New York Avenue, NW

OP \$115.00 2451753

Address Line 4: Washington, DISTRICT OF COLUMBIA 20001

ATTORNEY DOCKET NUMBER:	04343.0999
NAME OF SUBMITTER:	Christianna L. Barnhart
Signature:	/Christianna L. Barnhart/
Date:	11/14/2007

**Total Attachments: 5**

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## ASSIGNMENT OF PROPRIETARY RIGHTS

This ASSIGNMENT OF PROPRIETARY RIGHTS (this "*Assignment*") is made and entered into by ICO, Inc., a Texas corporation, ICO Global Services, Inc., a Delaware corporation, ICO Worldwide, L.P., a Texas limited partnership (and the entity into which ICO Worldwide, Inc., a Texas corporation, was converted pursuant to Article 5.17 of the Texas Business Corporation Act), and ICO Worldwide (U.K.) Ltd., a corporation organized under the laws of the United Kingdom (each an "*Assignor*" and collectively, "*Assignors*"), as assignors, in favor of Varco L.P., a Delaware limited partnership ("*Assignee*"), as assignee, with reference to the following facts and circumstances:

WHEREAS, Assignors and Assignee are parties to that certain Purchase Agreement by and among Varco International, Inc., a Delaware corporation, Assignee, Varco Coating Ltd., a corporation organized under the laws of Canada, Assignors, ICO Worldwide Tubular Services Pte Ltd, a corporation organized under the laws of Singapore, and The Innovation Company, S.A. de C.V., a corporation organized under the laws of Mexico, dated as of July 2, 2002 (the "*Agreement*"), pursuant to which Assignors have agreed to sell all of the Assets other than the Acquired Securities to Assignee; and

WHEREAS, pursuant to the terms of the Agreement, Assignors agreed to enter into this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignors hereby agree as follows:

### 1. Definitions.

A. Proprietary Rights. "Proprietary Rights" shall mean all (a) U.S. and foreign patents, patent applications, patent disclosures and improvements thereto, including applications therefor, (b) U.S. and foreign trademarks, service marks, trade dress, logos, trade names and corporate names and the goodwill associated therewith and registrations and applications for registration thereof, (c) U.S. and foreign copyrights and registrations and applications for registration thereof and (d) trade secrets and confidential business information (including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, research and development information, software, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information).

B. Other Terms. Except as defined herein, all capitalized terms in this Assignment shall have the meanings assigned to them in the Agreement.

2. Assignment of Proprietary Rights. Each Assignor hereby sells, transfers and assigns to Assignee all of its right, title and interest in and to the Proprietary Rights included in the Assets, together with the goodwill of the business associated with the trademarks and service marks included in the Proprietary Rights, including without limitation (a) the patents and patent applications listed on Exhibit A hereto, (b) the registered trademarks and trademark

applications listed on Exhibit B hereto, (c) all common law and statutory right, title and interest in such Proprietary Rights, (d) all rights of registration, maintenance, renewal and protection associated with such Proprietary Rights, (e) any and all divisions, reissues, continuations and extensions of any patent or patent application contained therein, (f) the right to create derivative works and (g) all rights to file actions, recover and retain damages or obtain equitable remedies for past, present and future infringements and of opposition, interference and/or cancellation proceedings for protection of such Proprietary Rights. Each Assignor hereby waives all rights of droit moral or other moral rights with respect to such Proprietary Rights, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. Each Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in Assignee's name applications for patents and for trademark, service mark and copyright registration in the United States and in foreign countries for such Proprietary Rights, and to secure in Assignee's name the patents and registrations granted thereon.

3. Further Acts. Each Assignor agrees to execute any additional documents, and take any further actions, in each case to the extent necessary or reasonable, requested by Assignee to effect, perfect or evidence the assignment set forth in Section 2 above.

(Signature Page Follows)

IN WITNESS WHEREOF, Assignors have executed and entered into this Assignment as of this 6<sup>th</sup> day of September, 2002.

ICO, INC.,  
a Texas corporation

By: *C. N. O'Sullivan*  
Name: C. N. O'Sullivan  
Title: Chairman, President

ICO GLOBAL SERVICES, INC.  
a Delaware corporation

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

ICO WORLDWIDE, L.P.  
a Texas limited partnership

By: Worldwide GP, L.L.C.,  
a Delaware limited liability company  
Title: its General Partner

By: *[Signature]*  
Name: Don C. Bins  
Title: MANAGER

ICO WORLDWIDE (U.K.) LTD.,  
a corporation organized under the laws of the  
United Kingdom

By: *[Signature]*  
Name: ISAAC [Signature]  
Title: DIRECTOR / AUTHORIZED SIGNATORY

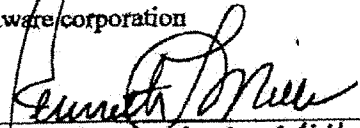
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IN WITNESS WHEREOF, Assignors have executed and entered into this Assignment as of this 6<sup>th</sup> day of September, 2002.

ICO, INC.,  
a Texas corporation

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

ICO GLOBAL SERVICES, INC.  
a Delaware corporation

By:   
Name: KENNETH L. Miller  
Title: PRESIDENT

ICO WORLDWIDE, L.P.  
a Texas limited partnership

By: Worldwide GP, L.L.C.,  
a Delaware limited liability company  
Title: its General Partner

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

ICO WORLDWIDE (U.K.) LTD.,  
a corporation organized under the laws of the  
United Kingdom

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

**EXHIBIT B**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

**U.S. REGISTERED TRADEMARKS**

Mark	Country	Reg Owner	Reg #	Reg Date	Renewal Date	App S/N	Filing Date	Class (Intl)	Status
AGS	U.S.A.	ICO Worldwide, Inc.	2,184,604	25-Aug-98	25-Aug-08	75/121,615	14-Jun-96	9	Registered
CSR	U.S.A.	ICO Worldwide, Inc.	2,184,603	25-Aug-98	25-Aug-08	75/121,608	14-Jun-96	9	Registered
FRONTIER INSPECTION SERVICES	U.S.A.	ICO Worldwide, Inc.	2,315,301	8-Feb-00	8-Feb-10	75/371112	10-Oct-97	42	Registered
FRONTIER INSPECTION SERVICES & Design	U.S.A.	ICO Worldwide, Inc.	2,315,300	8-Feb-00	8-Feb-10	75/371110	10-Oct-97	42	Registered
NOSE-GARD	U.S.A.	ICO Worldwide, Inc.	2,061,303	13-May-97	13-May-07	75/114,581	5-Jun-96	37	Registered
PLATTE ROD & PIPE	U.S.A.	ICO Worldwide, Inc.	2,420,481	16-Jan-01	16-Jan-11	75/556385	18-Sep-98	42	Registered
PROSPECT	U.S.A.	ICO Worldwide, Inc.	2,144,496	17-Mar-98	17-Mar-08	75/249,649	28-Feb-97	9	Registered
RODCO	U.S.A.	ICO Worldwide, Inc.	1,106,843	21-Nov-78	21-Nov-08	73/163850	27-Mar-78	37	Registered
RODSCAN 2000	U.S.A.	ICO Worldwide, Inc.	2,453,817	22-May-01	22-May-11	75/671676	30-Mar-99	42	Registered
RODSCAN 2000	U.S.A.	ICO Worldwide, Inc.	2,451,753	15-May-01	15-May-11	75/671609	30-Mar-99	7	Registered
RODSCAN 2000 & Design	U.S.A.	ICO Worldwide, Inc.	2,451,754	15-May-01	15-May-11	75/671610	30-Mar-99	7	Registered
RODSCAN 2000 & Design	U.S.A.	ICO Worldwide, Inc.	2,494,783	2-Oct-01	2-Oct-11	75/670328	30-Mar-99	42	Registered
Scanalog	U.S.A.	Baker Hughes Tubular Services, Inc.	864,054	21-Jan-69	21-Jan-09	72/215262	29-Mar-65	40	Registered
SMOOTHALLOY	U.S.A.	ICO Worldwide, Inc.	2,427,990	13-Feb-01	13-Feb-11	75/714416	26-May-99	40	Registered
SMOOTHALLOY & Design	U.S.A.	ICO Worldwide, Inc.	2,573,220	26-May-02	26-May-12	76/165240	14-Nov-00	40	Registered
ThruSpect	U.S.A.	ICO Worldwide, Inc.	2,163,678	9-Jun-98	9-Jun-08	75-255,930	12-Mar-97	9	Registered
Weld-Gard	U.S.A.	ICO Worldwide, Inc.	2,061,304	13-May-97	13-May-07	75/114,583	5-Jun-96	37	Registered