

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
Enginuity, LLC		07/31/2008	LIMITED LIABILITY COMPANY: COLORADO

RECEIVING PARTY DATA

Name:	Dresser-Rand Company
Street Address:	10205 Westheimer Road
Internal Address:	West8 Tower, Suite 1000
City:	Houston
State/Country:	TEXAS
Postal Code:	77042
Entity Type:	General Partnership: NEW YORK

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	77506560	HPFI
Serial Number:	77015188	ENGINUITY
Serial Number:	77015019	ENGINUITY
Serial Number:	77015059	REVITALIZATION
Serial Number:	77015268	REVITALIZATION
Serial Number:	78894269	ENGINUITY KNOWLEDGE ENGINE

CORRESPONDENCE DATA

Fax Number: (214)969-1751
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (214) 969-1700
 Email: Yanela.Carpenter@tklaw.com
 Correspondent Name: Thompson & Knight LLP
 Address Line 1: 1722 Routh Street
 Address Line 2: Suite 1500

CH \$165.00 77506560

Address Line 4: Dallas, TEXAS 75201-2533

ATTORNEY DOCKET NUMBER: 513366.000006

NAME OF SUBMITTER: Yanela O. Carpenter

Signature: /Yanela Carpenter/

Date: 08/20/2008

Total Attachments: 5
source=Assignment_Dresser-Rand#page1.tif
source=Assignment_Dresser-Rand#page2.tif
source=Assignment_Dresser-Rand#page3.tif
source=Assignment_Dresser-Rand#page4.tif
source=Assignment_Dresser-Rand#page5.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT (this "**Agreement**"), is made and entered into as of July 31, 2008 between Enginuity, LLC, a Colorado limited liability company ("Assignor") and Dresser-Rand Company, a New York general partnership ("Assignee").

RECITALS

A. Assignor and Assignee have entered into that certain Asset Purchase Agreement dated July 28, 2008 (the "**Purchase Agreement**") pursuant to which the Assignor sold, conveyed, transferred, and delivered to the Assignee the Acquired Assets. Unless otherwise specified, all other capitalized terms used herein are as defined in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, Assignor has agreed to assign and transfer to Assignee all of Assignor's right, title and interest in and to Assignor's Intellectual Property, including without limitation the Intellectual Property identified on Exhibit A attached hereto (collectively, the "**Assigned Intellectual Property**").

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, and upon the terms set forth herein, agree as follows:

1. Assignment. Subject to the terms and conditions of the Purchase Agreement, the Assignor does hereby irrevocably assign, sell, transfer and set over to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Assigned Intellectual Property, including all marks and logos and the goodwill of the business symbolized thereby, and any and all causes of action and rights to damages and profits, due or accrued, relating to the foregoing, including the right to sue and recover for, and the right to profits and damages due or accrued arising out of or in connection with any and all past, present or future infringements or dilutions. The foregoing assignment is made in connection with the purchase of the Acquired Assets by Assignee to which the assigned Intellectual Property pertains.

2. Successors and Assigns. All of the terms and provisions of this Agreement shall be binding upon, and shall inure to the benefit of, Assignor, Assignee and their respective successors and assigns.

3. No Effect on Purchase Agreement. Nothing contained in this Agreement shall supersede, modify, limit, eliminate or otherwise affect any of the representations and warranties, covenants, agreements or indemnities set forth in the Purchase Agreement. This Agreement is entered into and delivered pursuant the terms of the Purchase Agreement, and nothing herein shall be construed to modify, terminate or merge any rights any party thereto may have pursuant to the terms thereof. In the

event of any inconsistency or conflict between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement shall prevail.

4. Further Assurances. Assignor and Assignee shall, and shall cause each of their affiliates to, from time to time, execute and deliver such additional instruments, documents, conveyances or assurances and take such other actions as shall be necessary, or otherwise reasonably requested by the other party, to vest in Assignee title to the Assigned Intellectual Property in accordance with this Agreement and the Purchase Agreement, and otherwise to confirm the rights and obligations of the parties hereunder and to consummate the transactions contemplated hereby. Assignor further agrees to cooperate with the appropriate domain name registrar in any manner necessary to release and transfer the domain names assigned to Assignee by this Agreement, and particularly, by completing any online procedures set forth by such registrar that are necessary to transfer the domain names to Assignee.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Colorado without regard to the conflicts of laws principles thereof.

6. Indemnification. This Assumption Agreement and all assignments and assumptions made hereunder are subject to all the remedies and indemnification provisions set forth in the Purchase Agreement.

7. Counterparts. This Agreement may be signed in counterparts, including facsimile or electronically transmitted counterparts, all of which, taken together, shall be deemed to constitute one original Agreement.

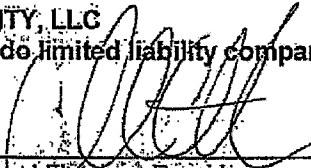
[The remainder of this page is intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the parties have caused this Assignment of Intellectual Property Agreement to be duly executed on the date first above written.

ASSIGNOR:

ENGINUITY, LLC
a Colorado limited liability company

By:



Chad Fletcher, President

ASSIGNEE:

DRESSER-RAND COMPANY
a New York general partnership

By:

Robert J. Saltarelli, Vice President and Treasurer

{MB120201-2}
513336 000006 HOUSTON 604738.1

IN WITNESS WHEREOF, the parties have caused this Assignment of Intellectual Property Agreement to be duly executed on the date first above written.

ASSIGNOR:

ENGINUITY, LLC
a Colorado limited liability company

By: _____
Chad Fletcher, President

ASSIGNEE:

DRESSER-RAND COMPANY
a New York general partnership


By: 
Robert J. Saltarelli, Vice President and Treasurer

EXHIBIT A

I. REGISTERED MARK AND MARKS PENDING REGISTRATION:

Trademark	Ser. No./Reg. No.	Filing Date	Registration Date
HPFI	SN:77/506560	June 24, 2008	
ENGINUITY	SN:77/015188	October 5, 2006	
ENGINUITY (Stylized)	SN:77/015019	October 5, 2006	
REVITALIZATION	SN:77/015059	October 5, 2006	
REVITALIZATION and Design	SN:77/015268	October 5, 2006	
ENGINUITY KNOWLEDGE ENGINE and Design	SN:78/894269 RN:3,446,879	May 26, 2006	June 10, 2008

II. COMMON LAW MARKS:

Mark
MPIV
iMPACT
iCS
COMPLI
iFlex
IFlow
IBalance
iView