

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Gray EOT, Inc.		08/12/2008	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Blohm + Voss Oil Tools, LLC		
<b>Street Address:</b>	3155 W. Big Beaver Road		
<b>City:</b>	Troy		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48084		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77407863	GRAYSPIN	
<b>Serial Number:</b>	77407879	GRAYCHAIN	
<b>Serial Number:</b>	77407887	GRAY FLOORHAND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(248)647-5210		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	248 647-6000		
<b>Email:</b>	docket@patlaw.com		
<b>Correspondent Name:</b>	Thomas E. Anderson		
<b>Address Line 1:</b>	P.O. Box 7021		
<b>Address Line 4:</b>	Troy, MICHIGAN 48007		
<b>ATTORNEY DOCKET NUMBER:</b>	TKG-01000/08		
<b>NAME OF SUBMITTER:</b>	Thomas E. Anderson		
<b>Signature:</b>	/tea/		

OP \$90.00 77407863

Date:

11/07/2008

**Total Attachments: 4**

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## ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

**THIS ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS** made as of the 12<sup>th</sup> day of August, 2008, (the "Effective Date") by GRAY EOT, INC., a Texas corporation ("Assignor"), to BLOHM + VOSS OIL TOOLS, LLC, a Delaware limited liability company ("Assignee").

### Recitals:

A. Assignee and Assignor are parties to an Asset Purchase Agreement dated as of July 18, 2008 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor; and

B. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the Assignor's name, all assumed fictional business names, trade names, registered and unregistered trademarks, service marks and applications listed on Schedule "A" attached hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

### Agreement:

**NOW, THEREFORE**, for and in consideration of the Recitals and the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Marks. Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

2. Representations of Assignor. Schedule "A" contains a complete and accurate list and summary description of all Marks, and whether or not the Marks have been registered with the United States Patent and Trademark Office, are currently in compliance with all formal Legal Requirements, are valid and enforceable, and whether any Mark has been or is now involved in any opposition, invalidation or cancellation Proceeding or, to Assignor's knowledge, no such action is threatened with respect to any of the Marks. To Assignor's knowledge, there is no potentially interfering trademark or trademark application of any other person and no Mark is

infringed or, to Assignor's knowledge, has been challenged or threatened in any way. None of the Marks used by Assignor infringes or is alleged to infringe any trade name, trademark or service mark of any other person; and all products and materials containing a Mark bear the proper federal registration notice where permitted by law.

3. Applicable Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

ASSIGNOR:

GRAY EOT, INC., a Texas corporation

By: [Signature]

Its: President

ASSIGNEE:

BLOHM + VOSS OIL TOOLS, LLC, a Delaware limited liability company

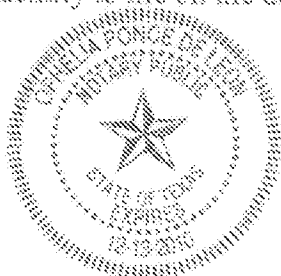
By: [Signature]

Jens Lutzhoeft

Its: Manager

STATE OF Texas )  
 ) ss  
COUNTY OF Harris )

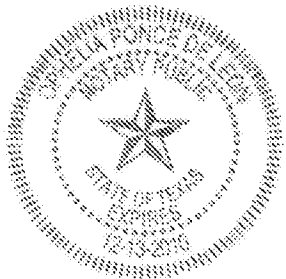
Acknowledged before me on August 12, 2008, by DAVID D. PACE as the President of GRAY EOT, INC., a Texas corporation, on behalf of the company. The signatory is either personally known to me or presented satisfactory evidence of identity to me on the date listed above.



[Signature]  
Notary Public, Harris County, Texas  
Acting in Harris County  
My Commission Expires: 12-13-2010

STATE OF Texas )  
 ) ss  
COUNTY OF Harris )

Acknowledged before me on August 12, 2008, by Jens Lutzhoeft, as the Manager of BLOHM + VOSS OIL TOOLS, LLC, a Delaware limited liability company, on behalf of the company. The signatory is either personally known to me or presented satisfactory evidence of identity to me on the date listed above.



Opheelia Ponce de Leon  
Notary Public, Harris County, Texas  
Acting in Harris County  
My Commission Expires: 12-13-2010

SCHEDULE "A"

SERVICEMARKS AND TRADEMARKS

SN 77/407,863	Filed 2/27/08	GraySpin
SN 77/407,879	Filed 2/27/08	GrayChain
SN 77/407,887	Filed 2/27/08	Gray FloorHand