

12-29-2009

U.S. DEPARTMENT OF COMMERCE
States Patent and Trademark Office

12/28/09



To the Director of the U.S. Patent and Trademark Office at the new address(es) below.

1. Name of conveying party(ies):

103584685

Receiving party(ies)

Varel International, Ltd.

Additional names, addresses, or citizenship attached? Yes No

Name: Varel International Acquisition, L.P.

Internal Address:

Street Address: 1434 Patton Place, Suite 106

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____

- Association
- Limited Partnership

Citizenship: Texas
(see guidelines)

City: Carrollton
State: Texas
Country: USA Zip: _____

Additional names of conveying parties attached? Yes No

Association Citizenship _____

3. Nature of conveyance /Execution Date(s):

Execution Date(s) June 1, 2005

- Assignment
- Security Agreement
- Merger
- Change of Name

General Partnership Citizenship _____

Limited Partnership Citizenship Delaware

Corporation Citizenship _____

Other _____ Citizenship _____

Other Correction of Reel Frame 003097/0180 to correct the type of Assignor and Assignee

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2716371, 3247874, 1511551, 1540144

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Registration number(s): Challenger, Ridgeback, Varel, and Walker McDonald WM Bits and design

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jason R. Fulmer
GARDERE WYNNE SEWELL LLP

Internal Address: Atty. Dkt.: 368614-6000
Street 1601 Elm Street, Suite 3000
Address:

City: Dallas State: TX Zip: 75201-4761
Phone Number: (214) 999-4487
Fax Number: (214) 999-3623
Email Address: ip@gardere.com

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

b. Deposit Account Number 07-0153
Authorized User Name Jason R. Fulmer

9. Signature: Signature
Jason R. Fulmer Name of Person Signing

December 22, 2009 Date

Total number of pages including cover sheet, attachments, and documents:
12/28/2009 DBYRNE 00000033 070153 2716371

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being deposited with the U.S. Postal Service on the date shown below with sufficient postage as First Class Mail, in an envelope addressed to: MS Assignment Services Branch, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450.

Dated: December 22, 2009

Signature: (Kelly Breeze)

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
Varel International, LTD		06/01/2005	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Varel International Acquisition, L.P.
Street Address:	1434 Patton Place, Suite 106
City:	Carrollton
State/Country:	TEXAS
Postal Code:	75007
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2716371	CHALLENGER
Serial Number:	76297328	RIDGEBACK
Registration Number:	1511551	VAREL
Serial Number:	73753276	WALKER MCDONALD WM BITS

CORRESPONDENCE DATA

Fax Number: (312)863-7496
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3128637194
 Email: sonya.szot@goldbergkohn.com
 Correspondent Name: Sonya Szot
 Address Line 1: 55 E. Monroe Street Suite 3700
 Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Sonya Szot
Signature:	/Sonya Szot/

900025890

TRADEMARK
 REEL: 003097 FRAME: 0180

TRADEMARK
 REEL: 004121 FRAME: 0590

OP \$115.00 2716371

Date:

06/06/2005

Total Attachments: 5

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REEL: 003097 FRAME: 0181
TRADEMARK
REEL: 004121 FRAME: 0591

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]

TRADEMARK
REEL: 003097 FRAME: 0184
TRADEMARK
REEL: 004121 FRAME: 0594

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

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

<u>Trademark Description</u>	<u>Registration/ Application No.</u>	<u>Filing Date</u>	<u>Status</u>
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

WDE - 68655/0012 - 233609 v2

RECORDED: 06/06/2005

RECORDED: 12/28/2009

TRADEMARK
REEL: 003097 FRAME: 0186
TRADEMARK

REEL: 004121 FRAME: 0596