Form PTO-1594 (Rev. 01-09) OMB Collection 0651-0027 (exp. 02/28/2009)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY					
To the Director of the U. S. Patent and Trademark Office: Pleas	se record the attached documents or the new address(es) below.				
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)  Additional party address of a citizenship attached?				
VARCO I/P, Inc.	Additional names, addresses, or citizenship attached?   No Name: NDT Systems & Services AG				
Individual(s) Association   General Partnership Limited Partnership   X Corporation- State: Texas Other	General Partnership Citizenship  Limited Partnership Citizenship  Corporation Citizenship German  Other Citizenship  If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes X 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)  1730040, 3032646  Additional sheet(s) attached? Yes X No  C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):					
Name & address of party to whom correspondence concerning document should be mailed:     Name: NDT Systems & Services (America) Inc.	6. Total number of applications and registrations involved:				
Internal Address: Ms. Kelly Keyes	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$80,00				
Street Address: 2835 Holmes Road	Authorized to be charged to deposit account Enclosed				
City: Houston	8. Payment Information:				
State: <sub>Texas</sub> Zip: <u>77051</u>					
Phone Number: <u>713 799 5383</u>	Deposit Account Number				
Fax Number: 713 799 8119	1				
Email Address: Kelly Keyes@ndt-global.com	Authorized User Name				
	2010/01/20				
↓ Signature' Mrs. Gudrun <u>Mitcheli</u> Name of Person Signing	Date  Total number of pages including cover sheet, attachments, and document:  10				

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

# ATTACHMENT TO THE RECORDATION FORM COVER SHEET **TRADEMARKS**

Continuation of the Information in Item 1 "Conveying party(ies)":

The Name of the subsequent Conveying party is: NDT Systems & Services (America)

NDT Systems & Services AG

S.4

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### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made effective as of of the State of Delaware (the "Assignor"), and NDT Systems & Services (America) Inc., a corporation existing under the laws of the State of Delaware (the "Assignee") (collectively, the Assignor and the Assignee are referred to herein as the "Parties").

### WITNESSETH:

WHEREAS, Assignor is the owner of the trademarks, trademark applications, and trademark registrations (whether singular or plural) set forth on the attached Schedule (hereinafter the "Marks and Registrations", respectively); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title, and interest in and to the Marks and Registrations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, convey, assign, transfer, and set over to the Assignee, Assignor's entire right, title, and interest in and to the Marks and Registrations, together with the goodwill of Assignor's business in connection therewith, and the full right to sue for past, present or future infringement of any of such Marks and Registrations, these rights to be held and enjoyed by the Assignee, its successors and assigns, as fully as the same would have been held and enjoyed by the Assignor had this assignment not been made (including but not limited to, all registration rights with respect to the Marks and Registrations, and the right of claiming for itself the priority of filing of applications for the registration of the Marks and Registrations in other countries of the world, in accordance with Article 4 of the International Paris Convention (1883), and any other applicable convention and/or treaty).

The Assignor agrees that when requested by the Assignee it will, at the sole cost of the Assignee, execute all documents necessary or desirable to properly vest full right, title and interest in and to the Marks and Registrations throughout the world in the name of the Assignee or which, in the sole judgment of the Assignee, may be necessary to obtain, maintain, issue or enforce said Marks and Registrations.

[Signature Page Follows]

HOU 0015379.00057: 1336192v7

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed and delivered by a duly authorized corporate officer effective as of the  $3^{9h}$  day of September, 2008.

CHRIS SHEA
Notary Public, State of Nevada
Appointment No. 98-49257-1
My Appl. Expires March 1, 2011

VARCO I/P, INC.

By: Muslin Goor

Title: President Secretary

STATE OF Nevala

§ 8

COUNTY OF Clark

On this 2 had a for the State and County aforesaid, personally appeared knstine Gas, the free of VARCO I/P, INC., known by me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated.

Notary Public in and for the State of NV

My Commission Expires: 3-1-2011

HOU 0015379.00057: 1336192v7

NDT SYSTEMS & SERVICES (AMERICA) INC.

By: Mtrul Barbian
Title: CEO

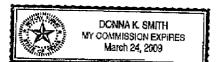
STATE OF \_

COUNTY OF\_

§ § 8

On this May of September, 2

On this day of September, 2008, before me, a Notary Public in and for the State and County aforesaid, personally appeared to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated.



Notary Public in and for the State of

My Commission Expires:

HOU 0015379.00057: 1336192v7

## 22 01 10 09:59

## Trademark Schedule

## MARKS AND REGISTRATIONS/APPLICATIONS

#### 1. USA Trademark:

Mark	Country	Application	Registration
Linalog	USA	72/219,496	804,856 03 17 Mg
Linalysis	USA	74/179,598	1,730,040,000
Linaview	USA	76/505,041	3,032,646

1/3/20/16 3/11/20/2 20/1005 20/12/2011 Deduction

HOU 0015379.00057: 1336192v7

### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made effective as of May 28. 2009, by and between NDT Systems & Services (America) Inc., a corporation existing under the laws of the State of Delaware (the "Assignor") and NDT Systems & Services AG, a corporation existing under the laws of Germany (the "Assignee") (collectively, the Assignor and the Assignee are referred to herein as the "Parties").

### WITNESSETH:

WHEREAS, Assignor is the owner of the trademarks, trademark applications, and trademark registrations (whether singular or plural) set forth on the attached Schedule (hereinafter the "Marks and Registrations", respectively); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title, and interest in and to the Marks and Registrations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, convey, assign, transfer, and set over to the Assignee, Assignor's entire right, title and interest in and to the Marks and Registrations, together with the goodwill of Assignor's business in connection therewith, and the full right to sue for past, present or future infringement of any of such Marks and Registrations, these rights to be held and enjoyed by the Assignee, its successors and assigns, as fully as the same would hav been held and enjoyed by the Assignor had this assignment not been made (including but not limited to, all registration rights with respect to the Marks and Registrations, and the right of claiming for itself the priority of filing of applications for the registration of the Marks and Registrations in other countries of the world, in accordance with Article 4 of the International Paris Convention (1883), and any other applicable convention and/or treaty).

The Assignor agrees that when requested by the Assignee it will, at the sole cost of the Assignee, execute all documents necessary or desirable to properly vest full right, title and interest in and to the Marks and Registrations throughout the world in the name of the Assignee or which, in the sole judgement of the Assignee, may be necessary to obtain, maintain, issue or enforce said Marks and Registrations.

[Signature Page Follows]

22 01 10 10:00

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed and delivered by a duly authorized corporate officer effective as of the Zeday of may, 2009.

NDT SYSTEMS & SERVICES (AMERICA) INC.

By:

Name: Alfred Barbian

Title: Chief Executive Officer

NDT SYSTEMS & SERVICES AG

By:

Name: Alfred Barbian

Title: Chief Executive Officer

STATE OF Texas

COUNTRY OF Larris

On this  $\overline{28}$  day of May, 2009, before me, a Notary Public in and for the State and County aforesaid, personally appeared Alfred Barbian, the Chief Executive Officer both of NDT SYSTEMS & SERVICES (AMERICA) INC and NDT SYSTEMS & SERVICES AG., known by me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated.

KELLY ROBIN KEYES MY COMMISSION EXPIRES

My Commission Expires: \_\_\_4-25-2011

## 16. USA Trademark

Mark	Country	Application	Registration	
Linalog	USA	72/219,496	804,856	03/01/1966
Linalysis	USA	74/179,598	1,730,040	11/03/1992
Linaview	USA	76/505,041	3,032,646	12/20/2005

### 17. Venezuela Trademark

Mark	Country	Application	Registration	
Trures	Venezuela	1015-94	S002703	01/05/1996

TRADEMARK REEL: 004135 FRAME: 0546

**RECORDED: 01/22/2010**