

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

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: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
 VARCO I/P, Inc.

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

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)
 Additional names, addresses, or citizenship attached? Yes No

Name: NDT Systems & Services AG
 Internal
 Address: _____
 Street Address: Friedrich-List-Straße 1
 City: Stutensee
 State: _____
 Country: Germany Zip: 76297

Association Citizenship _____
 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 No
 (Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :
 Execution Date(s) 2008/09/09; 2009/05/28

Assignment Merger
 Security Agreement Change of Name
 Other _____

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) 804,856

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:
 Name: NDT Systems & Services (America) Inc.
 Internal Address: Ms. Kelly Keyes
 Street Address: 2835 Holmes Road
 City: Houston
 State: Texas Zip: 77051
 Phone Number: 713 799 5383
 Fax Number: 713 799 8119
 Email Address: Kelly.Keyes@ndt-global.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
 Deposit Account Number _____
 Authorized User Name _____

9. Signature: *G. Mitchell* 2010/05/18
 Signature Date

 Mrs. Gudrun Mitchell
 Name of Person Signing

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

OP \$40.00 0804856

**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)

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made effective as of September 9, 2008, by and between Varco I/P, Inc., a corporation existing under the laws 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]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed and delivered by a duly authorized corporate officer effective as of the 8th day of September, 2008.

VARCO I/P, INC.



By: *Kristine Egges*
 Name: *Kristine Egges*
 Title: *President/Secretary*

STATE OF *Nevada* §
 §
 COUNTY OF *Clark* §

On this *8th* day of September, 2008, before me, a Notary Public in and for the State and County aforesaid, personally appeared *Kristine Egges*, the *Pres/Sec* 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.

Chris Shea
 Notary Public in and for the State of *NV*
 My Commission Expires: *3-1-2011*

NDT SYSTEMS & SERVICES (AMERICA) INC.

By: [Signature]
Name: Alfred Barbison
Title: CEO

STATE OF Texas
COUNTY OF Harris

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On this 9th day of September, 2008, before me, a Notary Public in and for the State and County aforesaid, personally appeared Alfred Barbison the CEO of NDT SYSTEMS & SERVICES (AMERICA) 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.



Donna K. Smith
Notary Public in and for the State of Texas
My Commission Expires: 3/24/2009

Trademark Schedule

MARKS AND REGISTRATIONS/APPLICATIONS

1. USA Trademark:

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

02/01/2011 1/3/2010
 11/02/2011 3/11/2012
 11/27/2008 20/12/2011

Declaration of Use

JK

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 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 judgement of the Assignee, may be necessary to obtain, maintain, issue or enforce said Marks and Registrations.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed and delivered by a duly authorized corporate officer effective as of the 28 day of May, 2009.

NDT SYSTEMS & SERVICES (AMERICA) INC.

By: [Signature]

Name: Alfred Barbian

Title: Chief Executive Officer

NDT SYSTEMS & SERVICES AG

By: [Signature]

Name: Alfred Barbian

Title: Chief Executive Officer

STATE OF Texas §

COUNTRY OF Harris §

On this 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
Notary Public in and for the State of Texas

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