

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dyna-Torque, Inc.		07/21/2008	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Cameron International Corporation		
Street Address:	1333 West Loop South		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77027		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78190199	D-STOP	
CORRESPONDENCE DATA			
Fax Number:	(713)238-8008		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	713-238-8000		
Email:	pbalsler@conleyrose.com		
Correspondent Name:	Collin A. Rose		
Address Line 1:	P.O. Box 3267		
Address Line 4:	Houston, TEXAS 77253-3267		
ATTORNEY DOCKET NUMBER:	1600-22100		
NAME OF SUBMITTER:	Collin A. Rose		
Signature:	/Collin A. Rose/		
Date:	08/31/2010		

CH \$40.00 78190199

Total Attachments: 13

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ASSET PURCHASE AGREEMENT

BY AND AMONG

CAMERON INTERNATIONAL CORPORATION,

DYNA-TORQUE, INC.

NW PROPERTY COMPANY, LLC

AND

HINES CORPORATION

JULY 21, 2008

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT, dated as of July 21, 2008, by and among Cameron International Corporation ("Purchaser"), a Delaware corporation, Dyna-Torque, Inc. ("Seller"), a Michigan corporation, NW Property Company, LLC ("Real Estate Seller") and Hines Corporation, a Michigan corporation, the owner of 100% of the outstanding capital stock and membership interests of Seller and Real Estate Seller, respectively ("Stockholder").

RECITALS

A. Seller is in the business of designing, manufacturing, marketing and selling manual gear operators, overrides, components, accessories, and specialty products, including mechanical partial stroke test devices, for use with valves, actuators, and dampers (the "Business").

B. Purchaser wishes to purchase from Seller, and Seller wishes to sell to Purchaser, all of the assets, properties and rights of Seller (other than the Excluded Assets), subject to the Assumed Liabilities, upon the terms and conditions of this Agreement.

Accordingly, the parties hereto agree as follows:

ARTICLE II

SALE AND PURCHASE OF ASSETS

2.1 Purchased Assets.

(a) At the Closing, Seller will sell, assign, transfer, convey and deliver ("Transfer"), free and clear of all Liens (except Permitted Liens) to Purchaser, and Purchaser will purchase and accept from Seller on the terms and subject to the conditions hereinafter set forth, all of Seller's right, title and interest, to the extent transferable, in the assets, properties, rights and interests owned, claimed, used or held by Seller to the extent existing as of the Closing Date other than the Excluded Assets (all of such assets, properties, rights and interests being hereinafter collectively referred to as the "Purchased Assets"), including, to the extent transferable, all right, title and interest of Seller in:

(v) all Intellectual Property Rights of Seller;

5.1.16 Intellectual Property.

(a) Schedule 5.1.16(a) sets forth a list of all registered Intellectual Property Rights which are owned by Seller or which Seller is a licensor or licensee, and all licenses, sublicenses and other written agreements (other than “shrink wrap” or other widely available commercial end-user licenses) as to which Seller or any of its Affiliates is a party and pursuant to which any Person is authorized to use such Intellectual Property Right, including the identity of all parties thereto.

(b) Except as disclosed in Schedule 5.1.16(b):

(i) All of the registered Intellectual Property Rights necessary for or used in the conduct of the Business are set forth in Schedule 5.1.16(a).

(ii) The conduct of the Business by Seller as currently conducted does not infringe upon any Intellectual Property Right of any third party. There is no claim, suit, action or proceeding that is either pending or to the knowledge of Seller threatened, that, in either case, involves a claim of infringement by Seller of any Intellectual Property Right of any third party, or challenging Seller's ownership, right to use, or the validity of any Intellectual Property Right listed or required to be listed in Schedule 5.1.16(a). Seller has no knowledge of any basis for any such claim of infringement and no knowledge of any continuing infringement by any other Person of any of the Intellectual Property Rights listed or required to be listed in Schedule 5.1.16(a);

(iii) No Intellectual Property Right listed or required to be listed in Schedule 5.1.16(a) is subject to any outstanding order, judgment, decree, stipulation or agreement restricting the use thereof by Seller or restricting the licensing thereof by Seller to any Person, other than with respect to standard and customary restrictions associated with commercially available third party software to which Seller has a valid right to use in connection with the Business;

(iv) Seller has not entered into any agreement to indemnify any other Person against any charge of infringement of any Intellectual Property Right; and

(v) Seller has duly maintained all registrations for any registered Intellectual Property Rights listed or required to be listed in Schedule 5.1.16(a).

The parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

PURCHASER:

CAMERON INTERNATIONAL
CORPORATION

By: *L. Phillips*
Name: *Lorne Phillips*
Title: *VP + Treasurer*

SELLER:

DYNA-TORQUE, INC.

By: _____
Name: Larry W. Hines
Title: Chairman

REAL ESTATE SELLER:

NW PROPERTY COMPANY, LLC

By: _____
Name: Hines Corporation as Sole Member,
Larry W. Hines
Title: President

STOCKHOLDER:

HINES CORPORATION

By: _____
Name: Larry W. Hines
Title: President

The parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

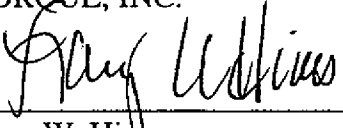
PURCHASER:

**CAMERON INTERNATIONAL
CORPORATION**

By: _____
Name: _____
Title: _____

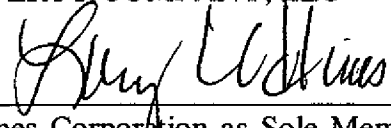
SELLER:

DYNA-TORQUE, INC.

By: 
Name: Larry W. Hines
Title: Chairman

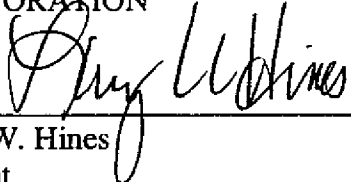
REAL ESTATE SELLER:

NW PROPERTY COMPANY, LLC

By: 
Name: Hines Corporation as Sole Member,
Larry W. Hines
Title: President

STOCKHOLDER:

HINES CORPORATION

By: 
Name: Larry W. Hines
Title: President

SCHEDULES

Schedule 2.1(a)(xii) – Marks

Registered marks:

“Dyna-Torque”

“D-STOP”

Un-registered marks:

“D-LOCK”

Schedule 5.1.16(a) – Intellectual Property Rights

- www.dynatorque.com website
- Patent No. 6,935,610 for a partial stroke valve test apparatus
- U.S. Trademark Registration No. 2842961 for “D-STOP”