

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):

Cameron International Corporation

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

Citizenship (see guidelines) _____

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: NEUMAN & ESSER INVESTMENTS, INC.

Internal

Address: c/o HENNING VON HAEFFEN

Street Address: 1502 EAST SUMMITRY CIRCLE

City: KATY

State: TEXAS

Country: USA Zip: 77449

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- 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) September 15, 2010

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

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)

1,260,800

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: Neuman & Esser Investments, Inc.

Internal Address: c/o HENNING VON HAEFFEN

Street Address: 1502 EAST SUMMITRY CIRCLE

City: KATY

State: TEXAS Zip: 77449

Phone Number: 281-497-5113

Fax Number: 281-497-5047

Email Address: info@neuman-esser.com

6. Total number of applications and registrations involved:

1 (ONE)

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

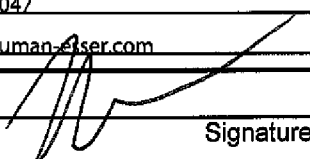
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 03-0335

Authorized User Name Manish Vyas

9. Signature:



Signature

Manish Vyas

Name of Person Signing

September 20, 2010
Date

Total number of pages including cover sheet, attachments, and document:

4

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

TRADEMARK

REEL: 004281 FRAME: 0697

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[EXECUTION VERSION]

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made on the 15th day of September, 2010, by CAMERON INTERNATIONAL CORPORATION, a Delaware corporation (hereinafter referred to as "Assignor"), upon NEUMAN & ESSER INVESTMENTS, INC., a Delaware corporation (hereinafter referred to as "Assignee").

WHEREAS, Assignor is engaged in the Penn Pump legacy aftermarket parts and services business, which is specifically the business of producing, marketing, and distributing replacement parts for, and the servicing of, slow speed horizontal and vertical compressor units, including, without limitation, the Penn Process Compressors, and all rights and assets related to such Penn Pump legacy aftermarket parts and services business, including, without limitation, all customer lists, parts, design drawings, trademarks, trade secrets, know-how and other real and intangible property (including Intellectual Property) related thereto or related to the Penn Process Compressors, other than the Excluded Assets (the "Business");

WHEREAS, all or substantially all of the assets used in the Business owned by Assignor are or will be transferred on the terms and subject to the conditions set forth in the Asset Purchase Agreement dated August 23, 2010, by and between Assignor and Assignee (the "Asset Purchase Agreement");

WHEREAS, capitalized terms used herein but not defined in this Assignment shall have the meanings specified in the Asset Purchase Agreement;

WHEREAS, Assignor is the owner of the trademark PPC, registered as U.S. Trademark Registration No. 1260800, which is an asset of the Business;

WHEREAS, Assignor is the owner of the trademark PENN PUMP, previously registered as U.S. Trademark Registration No. 73215924 that was allowed to lapse, but Assignor retains certain rights in such mark as an asset of the Business;

WHEREAS, Assignor is the owner of the trademark PENNS PPC LVANIA, previously registered as U.S. Trademark Registration No. 1260801 that was allowed to lapse, but Assignor retains certain rights in such mark as an asset of the Business;

WHEREAS, Assignor has owned the trademark PENN, and Assignor may retain certain rights in such mark as an asset of the Business;

WHEREAS, Assignor has owned the trademark PPP, and Assignor may retain certain rights in such mark as an asset of the Business;

WHEREAS, Assignor has owned the trademark PENN PROCESS, and Assignor may retain certain rights in such mark as an asset of the Business;

WHEREAS, Assignor has owned the trademark PENN PROCESS COMPRESSORS, and Assignor may retain certain rights in such mark as an asset of the Business;

WHEREAS, Assignor has owned the trademark PENNSYLVANIA PROCESS COMPRESSORS, and Assignor may retain certain rights in such mark as an asset of the Business;

WHEREAS, Assignor has owned the trademark PENNSYLVANIA PROCESS, and Assignor may retain certain rights in such mark as an asset of the Business;

WHEREAS, Assignor has owned the trademark PENNJAX, and Assignor may retain certain rights in such mark as an asset of the Business; and

WHEREAS, Assignor is also the owner of the Intangible Assets, including certain confidential information, customer lists, designs, drawings, patterns, trade secrets, know-how and other intangible property and rights related to the Business, for which the Assignee may need or desire to demonstrate ownership by assignment associated with the sale as set forth in the Asset Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the Intangible Assets, including, without limitation, the above-mentioned trademarks;

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done to effect the transfer of the Intangible Assets as contemplated by this Assignment;

AND Assignor hereby grants Assignee or counsel therefor the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or Trademark Offices of other jurisdictions, for recordation of this document:

CAMERON INTERNATIONAL CORPORATION

By: Ed Roper

Printed Name: Ed Roper

Title: VP Marketing and Business Development

Date: Sept. 15, 2010