

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective as of the 30th day of November, 2005, between DRESSER, INC., a Delaware Corporation, (hereinafter "ASSIGNOR"), having a place of business at 11th Floor, Millennium I, 15455 Dallas Parkway, Addison, Texas 75001, and Cooper Cameron Corporation, a Delaware corporation, (hereinafter "CC"), having a place of business at 1333 West Loop South, Suite 1700, Houston, TX 77027.

WHEREAS, ASSIGNOR has adopted, intends to use and is using the trademarks listed in Schedule A ("Marks") attached hereto; and

WHEREAS, CC is desirous of acquiring all rights, title and interest in the Marks, including but not limited to, the registrations thereof, together with the goodwill of the business symbolized by said Marks; and

WHEREAS, ASSIGNOR transferred to CC certain assets and businesses and the Marks pertaining to said assets and which business is ongoing and existing; and

WHEREAS, ASSIGNOR covenants that it will, at CC's expense, when requested, execute, deliver and acknowledge all such further instruments of conveyance and do and perform all such other acts and things as CC may reasonably require to more effectively accomplish the assignment, transfer and recordation thereof of the said Marks; and

NOW, THEREFORE, in consideration of the sums set forth in the Asset Purchase Agreement, the receipt of which is hereby acknowledged, ASSIGNOR does hereby assign and transfer to CC, its successors and assigns, all rights, title and interest in the Marks, including, but not limited to, the applications for and registrations thereof, together with the goodwill of the business symbolized by said Marks, together with the right to sue for past, present or future infringement of said Marks, and to collect and retain damages and profits therefore, all of the foregoing to be held and enjoyed by CC for its own use and for the use of its successors, assigns or other legal representatives, together with all of the income, royalties, damages and payments now or hereafter due or payable with respect thereto;

CC's authority hereunder shall include, without limitation, the authority to execute and receive any certificate of ownership or other document to transfer title to any of the Marks assigned pursuant to this Trademark Assignment, and to take any other actions necessary or incident to the powers granted to CC in this Trademark Assignment.

IN WITNESS WHEREOF, I hereto set my hand and seal at Houston, Texas
USA, this 28th day of November, 2005.

DRESSER, INC.

COOPER CAMERON CORPORATION

By: _____
Title: _____

By: [Signature]
Title: SVP, Finance & CFO

State of Texas §
County of Harris §

Before me this 28th day of November, 2005, personally appeared Franklin [Signature], known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he executed the same as his free act and deed for the purposes therein contained.



[Signature]
Notary Public
My Commission Expires:

State of _____ §
County of _____ §

Before me this _____ day of _____, 2005, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

Notary Public
My Commission Expires:

[Notary's Seal Here]

IN WITNESS WHEREOF, I hereto set my hand and seal at Addison, TX
this 30th day of November, 2005.

DRESSER, INC.

COOPER CAMERON CORPORATION

[Signature]
By: John P Ryan
Title: COO and President

By: _____
Title: _____

State of Texas
County of Dallas

Before me this 30th day of November, 2005, personally appeared John P Ryan known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he executed the same as his free act and deed for the purposes therein contained.



[Signature]
Notary Public
My Commission Expires: 7/10/09



State of _____
County of _____

Before me this _____ day of _____, 2005, personally appeared _____ known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

Notary Public
My Commission Expires: _____

[Notary's Seal Here]

SCHEDULE A
to
Trademark Assignment

MARK	CLASS	REG. NO.	REG. DATE	REG. OFFICE	STATUS			
ALL-CLEAR	15025-137GB1	WH	81404868	11/8/1989	1404868	11/8/1988	UNITED KINGDOM	REGISTERED
GROVE	15025-097001	EV	71485471	1/26/1948	521284	2/28/1930	UNITED STATES	REGISTERED
GROVE	15025-097AU1	EV	210427	5/12/1967	210427	5/22/2002	AUSTRALIA	REGISTERED
GROVE	15025-087AL2	EV	210426	5/22/1967	210426	5/22/2002	AUSTRALIA	REGISTERED
GROVE	15025-097BX1	EV			3249889	2/4/1998	BRAZIL	REGISTERED
GROVE	15025-097BR1	EV	500561	1/4/1971	1589	1/4/2000	BENELUX	REGISTERED
GROVE	15025-097DX1	EV			731091	1/18/1998	GERMANY	REGISTERED
GROVE	15025-097DE1	EV			124231	3/8/1993	FRANCE	REGISTERED
GROVE	15025-097FR1	EV	151662	3/8/1980	37544	8/2/1998	INDIA	REGISTERED
GROVE	15025-087NI1	EV			857342	12/8/2001	ITALY	REGISTERED
GROVE	15025-087IT1	EV	PA186C08275	12/22/1998	93442	3/7/1993	MEXICO	REGISTERED
GROVE	15025-087MX1	EV	81741	3/7/1988	262168	12/20/2004	FEDERATION OF RUSSIA	REGISTERED
GROVE	15025-087RU1	EV	2003703540	2/25/2003	8861823	4/2/1996	SOUTH AFRICA	REGISTERED
GROVE	15025-097ZA1	EV					INDIA	PENDING
LEDEEN	15025-177NI1	EV	1169920	12/19/2002			RUSSIAN FEDERATION	REGISTERED
LEDEEN	15025-177RU1	EV	2003703638	2/26/2003	266426	3/16/2004		

MARK	CLASS	REG. NO.	REG. DATE	REG. STATUS	COUNTRY	REG. NO.	REG. DATE	REG. STATUS
TK FLO	15826-115COI	TK	2030160	6/12/2002	280822	6/20/2003	REGISTERED	
TK FLO	15825-119ESI	TK	2475531	6/13/2002	2475531	10/7/2002	REGISTERED	
TK FLO	15825-115CB3	TK	2282330	4/30/2002	2282288	10/1/2002	REGISTERED	
TK FLO	15826-116DI	TK	1553592	1/19/1982	321815	1/19/1982	EXPIRED	
TK FLO	15825-116DI	TK	2738727891	11/22/2002	545316	12/10/2003	REGISTERED	
TK FLO	15826-116AX1	TK	155351	1/11/1993	450430	1/18/1994	REGISTERED	
TK FLO	15825-115MY1	TK	92003198	11/20/1992			PENDING	
TK FLO	15826-115NO1	TK	19923782	7/28/1982	159141	9/2/2000	REGISTERED	
TK FLO	15825-115NO1	TK	18584	12/13/1982	201834	7/18/1983	REGISTERED	
TK FLO	15825-115SA1	TK	10200822B	5/15/2002	10200822B	5/15/2002	REGISTERED	
TK FLO	15826-115VE1	TK	1863-000098	10/1/1993	P-1071629	10/10/1995	REGISTERED	
TK FLO	15825-115COI	TK	741074,456	7/27/1992	1,081,229	6/28/2002	REGISTERED	
TK FLO	15825-115COI	TK	73570,964	1/22/1998	1,406,464	8/28/1986	REGISTERED	
TK FLO	15825-123001	TK	767185,319	11/10/2000	2,524,775	1/1/2002	REGISTERED	
TK FLO	15825-123002	TK	78169,732	11/10/2000	2,524,771	1/1/2002	REGISTERED	
TK FLO	15825-123003	TK	2047867	1/19/2001	2047967	6/17/2002	REGISTERED	
TK FLO	15825-123004	TK	2047867	1/19/2001	2047967	6/17/2002	REGISTERED	
TK FLO	15825-123005	TK	2047867	1/19/2001	2047967	6/17/2002	REGISTERED	

MARK	CLASS	REG. NO.	REG. DATE	REG. TYPE	REG. STATUS		
WHEATLEY	15825- 123ELJ	WH	2223628	5/19/2001	2223628	EUROPEAN UNION (GTM)	REGISTERED
WHEATLEY	15825- & Design	WH	1159921	92/102032		INDIA	PENDING
WHEATLEY	15826- (Sulized)	WH	73578535	1/22/1966	1,408,465	UNITED STATES	REGISTERED

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