

02-06-2001

HEET

Docket No.:

JLY

112802-21



1.25.01

Tab settings

To the Honorable Commissioner of,

101606651

the attached original documents or copy thereof.

1. Name of conveying party(ies):

Emerson Electric Co.
3000 West Florissant Avenue
St. Louis, Missouri

- Individual(s)
- General Partnership
- Corporation-State Missouri
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: December 15, 2000

2. Name and address of receiving party(ies):

Name: M-I, L.L.C.

Internal Address:

Street Address: 1201 Louisiana

City: Houston State: TX ZIP: 7002

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Delaware Limited Liability Company

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75/027,610
75/514,832
76/027,609

B. Trademark Registration No.(s)

2,361,980 790,284 958,123
1,510,524 887,095 783,161
790,650 990,819

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Carol M. Nielsen

Internal Address: Patent Section

02/05/2001 6TON11 00000083 75027610

01 FC:481 40.00 OP
02 FC:482 250.00 OP

Street Address: Gardere Wynne Sewell LLP

1601 Elm Street, Suite 3000

City: Dallas State: TX ZIP: 75201

6. Total number of applications and registrations involved:.....

11

7. Total fee (37 CFR 3.41):.....\$ 440.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

07-0153

DO NOT USE THIS SPACE

Refund Ref:
02/05/2001 6TON11 0000101731

9. Statement and Signature. CHECK Refund Total: \$150.00

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Carol M. Nielsen
Name of Person Signing

Carol M. Nielsen Jan 25, 2001
Signature Date

Total number of pages including cover sheet, attachments, and

7



01-25-2001

U.S. Patent & TMO/c/TM Mail Rpt Dt. #61

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT is made effective as of December 15, 2000 by Emerson Electric Co., a Missouri corporation having a place of business at 8000 West Florissant Ave., St. Louis, Missouri (“Assignor”), to M-I L.L.C., a Delaware limited liability company, having a place of business at 1201 Louisiana, Houston, Texas (“Assignee”).

WHEREAS, Assignor is the owner of the Trademark Registrations and the Applications for Trademark Registrations (collectively, the “Trademarks”) identified in Exhibit A, Exhibit B and Exhibit C attached hereto, and the goodwill of the business associated with and symbolized by the Trademarks; and

WHEREAS, Assignor has agreed to convey the Trademarks and all associated goodwill in the Trademarks to Assignee for good and valuable consideration.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee all right, title and interest in and to the Trademarks and the goodwill of the business associated with and symbolized by the Trademarks, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable to the owner of the Trademarks, and in and to all causes of action in law or in equity for past, present or future infringement of the Trademarks, and to all rights corresponding to the foregoing throughout the world.

The terms, covenants and provisions of this agreement shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding on Assignor, its successors, assigns and other legal representatives.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first

above written.

EMERSON ELECTRIC CO.

By: *R. M. Cox, Jr.*
Name: Robert M. Cox, Jr.
Title: Senior Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Missouri :
 :
COUNTY OF ST. LOUIS :

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 15TH day of December, 2000, personally appeared ROBERT M. COX, JR., to me known personally, and who, being by me duly sworn, deposes and says that he is the SENIOR VICE PRESIDENT of Emerson Electric Co., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of the Board of Directors, and that he acknowledged said instrument to be the free act and deed of said corporation.

Joann M. Dore
Notary Public
My Commission Expires: Nov. 27, 2003

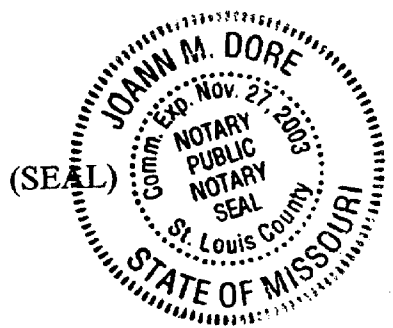


EXHIBIT A

U.S. Trademark Registrations:

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
ASAP	2,361,980	6/27/00
SUPERTAUT	1,510,524	10/25/88
SWECO	790,650	6/8/85
SWECO and Design	790,284	6/1/85
SWECO and Design	887,095	3/3/00
TURBO-SCREEN	990,819	8/13/94
VIBRO-ENERGY	958,123	5/1/93
VIBRO-ENERGY	783,161	1/12/85

U.S. Applications for Trademark Registration:

<u>Mark</u>	<u>Application Serial Number</u>	<u>Filing Date</u>
CLICK N SHIP	75/027,610	4/14/00
SUPERTAUT PLUS	75/514,832	7/8/98
TECH LUBE	76/027,609	4/14/00

EXHIBIT B

Foreign Trademark Registrations:

<u>Country</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Argentina	SWECO	1,556,631	3/31/94
Australia	SWECO	197,551	9/28/86
Australia	SWECO and Design	197,887	10/11/86
Australia	VIBRO-ENERGY	191,685	12/2/99
Benelux	SWECO	73,264	10/29/85
Benelux	SWECO and Design	73,303	10/29/85
Benelux	SWECO and Design	73,304	10/29/90
Bolivia	SWECO	59872C	12/6/95
Chile	SWECO	506,362	12/9/97
China (Taiwan)	SWECO	105,137	9/30/98
Colombia	SWECO	160,755	5/31/94
Community	SWECO	100,800	7/15/98
Community	SWECO and Design	132,167	11/13/98
Denmark	SWECO	1993/1967	7/7/87
Ecuador	SWECO	1688/95	5/2/95
Finland	SWECO	51,239	10/20/87
France	SWECO	1,581,165	3/20/90
Germany	SWECO	811,859	1/30/98
Germany	SWECO	DD653314	10/2/90
Germany	SWECO and Design	811,858	1/30/85
Indonesia	SWECO	259,230	8/9/79
Italy	SWECO	713,082	3/5/85
Italy	SWECO and Design	713,083	3/14/85
Japan	SWECO	1,531,333	8/27/92
Japan	SWECO and Design	3,114,907	1/31/96

<u>Country</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Japan	SWECO in Katakana	1,851,821	4/23/96
Japan	SWECO in Katakana	3,114,908	1/31/96
Korea	SWECO	72,078	9/29/90
Mexico	VIBRO-ENERGY	221,093	9/11/89
New Zealand	SWECO	99,950	3/13/93
New Zealand	SWECO	102,869	1/9/94
Norway	SWECO	77,795	11/13/89
Peru	SWECO	7,880	5/10/92
Philippines	SWECO	31,177	10/1/82
Singapore	SWECO	T78/75351F	4/12/85
South Africa	SWECO	3957/75	7/27/85
Spain	SWECO	469,032	10/3/86
Sweden	SWECO	186,198	4/22/93
UK	SWECO	1,050,139	7/28/82
UK	SWECO	783,788	11/10/79
Venezuela	SWECO	85927F	1/6/78

Foreign Applications for Trademark Registration:

<u>Country</u>	<u>Mark</u>	<u>Application Serial Number</u>	<u>Filing Date</u>
Brazil	SWECO and Design	819,874,167	4/4/97
India	SWECO and Design	724,457	7/31/96

EXHIBIT C

U.S. Common Law Trademarks:

Mark

ACCU-FEED

ADJUST-A-VIBE

AVALANCHE

CANNON-BALL

FULL-FLO

FULL-FLOW

LUBE-PAK

MOTION GENERATOR

PHARMASEP

PNU-SCREEN

PSI

QUICK CHANGE

QUICKCLAMPS

SMART-LOCK

SONO-ENERGY

STA-SIEVE

SUPERBOND

VIBRALITE

VIBRECON

VIBRO-DRY

VIBRO-RIM

WE PUT TECHNOLOGY IN MOTION