

11-04-1998



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**PATENT**

**RECORDATION FORM COVER SHEET**

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**Submission Type**

☒ New  
☐ Resubmission (Non-Recordation)  
Document ID#   
☐ Correction of PTO Error  
Reel #  Frame #   
☐ Corrective Document  
Reel #  Frame #

**Conveyance Type**

☐ Assignment ☐ Security Agreement  
☐ License ☐ Change of Name  
☒ Merger ☐ Other   
**U.S. Government**  
(For Use ONLY by U.S. Government Agencies)  
☐ Departmental File ☐ Secret File

**Conveying Party(ies)**

☐ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
03 10 94

Name (line 1) M-I DRILLING FLUIDS COMPANY

Name (line 2) A TEXAS GENERAL PARTNERSHIP

**Second Party**

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

**Receiving Party**

☐ Mark if additional names of receiving parties attached

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 1) M-I L.L.C.

Name (line 2) A DELAWARE LIMITED LIABILITY COMPANY

Address (line 1) P.O. BOX 42842

Address (line 2) SUITE 856

Address (line 3) HOUSTON TX/USA 77242  
City State/Country Zip Code

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

11/02/1998 DNGUYEN 00000195 4471097

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240.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**PATENT**  
**REEL: 9547 FRAME: 0077**

**Correspondent Name and Address**

Area Code and Telephone Number **(713) 308-9525**

Name **RICHARD C. BEU**

Address (line 1) **P.O. BOX 42842**

Address (line 2) **SUITE 856**

Address (line 3) **HOUSTON, TX 77242**

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

# **8**

**Application Number(s) or Patent Number(s)**

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

**Patent Application Number(s)**

**Patent Number(s)**


<b>4471097</b>	<b>4659486</b>	
<b>4713183</b>	<b>4502963</b>	
<b>4619052</b>	<b>4743226</b>	

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number  
only if a U.S. Application Number  
has not been assigned.

PCT		PCT		PCT	
PCT		PCT		PCT	

**Number of Properties**

Enter the total number of properties involved.

# **6**

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ **240.00**

Method of Payment:  
**Deposit Account**

Enclosed ☒

Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

# **13-3082**

Authorization to charge additional fees:

Yes

☒

No

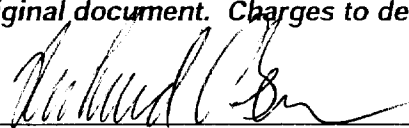
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**Statement and Signature**

*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. Charges to deposit account are authorized, as indicated herein.*

**RICHARD C. BEU**

Name of Person Signing



Signature

**09/28/98**

Date

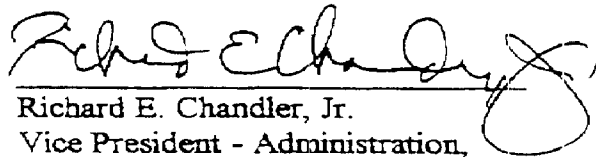
CERTIFICATE OF AMENDMENT

OF

M-I DRILLING FLUIDS L.L.C.

1. The name of the limited liability company is M-I Drilling Fluids L.L.C.
2. The Certificate of Formation of the limited liability company is hereby amended to reflect M-I L.L.C. as the name of the limited liability company.
3. This Certificate of Amendment shall be effective August 1, 1997.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of M-I Drilling Fluids L.L.C. this 25<sup>th</sup> day of July, 1997.

  
Richard E. Chandler, Jr.  
Vice President - Administration,  
General Counsel and Secretary  
Authorized Person

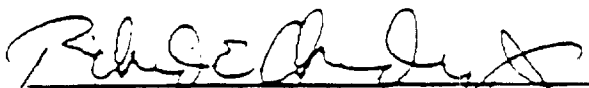
CERTIFICATE OF AMENDMENT

OF

M-I DRILLING FLUIDS COMPANY, L.L.C.

1. The name of the limited liability company is M-I Drilling Fluids Company, L.L.C.
2. The Certificate of Formation of the limited liability company is hereby amended to reflect M-I Drilling Fluids L.L.C. as the name of the limited liability company.
3. This Certificate of Amendment shall be effective on August 1, 1994.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of M-I Drilling Fluids Company, L.L.C. this 28th day of July, 1994.



Richard E. Chandler, Jr.  
Vice President - Administration,  
General Counsel and Secretary  
Authorized Person

MAR 10 1994

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
M-I DRILLING FLUIDS COMPANY LIMITED PARTNERSHIP

Corporations Section

This Certificate of Limited Partnership, dated effective as of the Effective Time (as defined below), has been duly executed and is filed pursuant to Section 9.01(a) of the Texas Revised Partnership Act ("TRPA") and Section 2.01 of the Texas Revised Limited Partnership Act ("TRLPA") to convert an existing partnership that is not a limited partnership into a limited partnership.

1. **Existing Partnership.** M-I Drilling Fluids Company (the "Partnership") is a partnership that is not a limited partnership. It was organized under the Texas Uniform Partnership Act, and it has voluntarily elected, pursuant to Section 10.03(d) of TRPA, to adopt, and be governed by, TRPA. Its general partners are Smith International Acquisition Corp. and MIHC, Inc., whose addresses are shown below.

2. **Limited Partnership.**

(a) **Conversion.** The Partnership hereby converts to a limited partnership (the "Limited Partnership") formed under TRLPA.

(b) **Name.** The name of the Limited Partnership is M-I Drilling Fluids Company Limited Partnership.

(c) **Registered Office; Registered Agent.** The address of the registered office of the Limited Partnership required to be maintained by Section 1.06 of TRLPA is 3 Greenway Plaza, Suite 2129, Houston, Texas 77046. The name and address of the registered agent for service of process of the Limited Partnership required to be maintained by such Section are R. E. Chandler, Jr., 3 Greenway Plaza, Suite 2129, Houston, Texas 77046.

(d) **Principal Office.** The address of the principal office of the Limited Partnership in the United States where records are to be kept or made available under Section 1.07 of TRLPA is 3 Greenway Plaza, Suite 2129, Houston, Texas 77046.

(e) **General Partners.** The names and mailing addresses (which are the same as their street addresses) of the general partners of the Limited Partnership are:

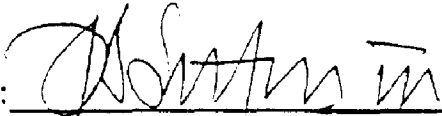
Smith International Acquisition Corp.  
16740 Hardy Street  
Houston, Texas 77032

MIHC, Inc.  
2500 Halliburton Center  
5151 San Felipe  
Houston, Texas 77056.

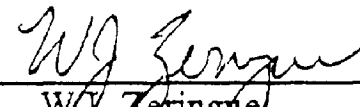
(f) *Effective Time.* The conversion of the Partnership into the Limited Partnership, and this Certificate, shall be effective at 11:58 p.m. Central Standard Time on March 10, 1994 (the "Effective Time").

EXECUTED as of the Effective Time.

SMITH INTERNATIONAL ACQUISITION CORP.

By:   
\_\_\_\_\_  
Neal S. Sutton  
Vice President - Administration,  
General Counsel and Secretary

MIHC, INC.

By:   
\_\_\_\_\_  
W.Y. Zeringue  
Vice President

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MAR 10 1994

**CERTIFICATE OF MERGER**  
(Texas)

Corporations Section

Pursuant to the provisions of Section 2.11 of the Texas Revised Limited Partnership Act (the "Act"), the undersigned Texas limited partnership and Delaware limited liability company adopt the following Certificate of Merger for the purpose of effecting the merger described below (the "Merger"):

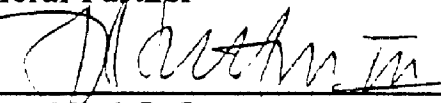
1. The entities that are to merge are M-I Drilling Fluids Company Limited Partnership, a Texas limited partnership (the "Limited Partnership"), and M-I Drilling Fluids Company, L.L.C., a Delaware limited liability company (the "LLC"). The Limited Partnership was formerly a Texas general partnership named "M-I Drilling Fluids Company," which converted to a Texas limited partnership pursuant to Section 9.01 of the Texas Revised Partnership Act.
2. An Agreement and Plan of Merger (the "Merger Agreement"), a copy of which is attached hereto as Exhibit A, has been duly approved, adopted, certified, executed and acknowledged by the Limited Partnership in accordance with Section 2.11 of the Act and by the LLC in accordance with Section 18-209 of the Delaware Limited Liability Company Act.
3. The LLC shall be the surviving entity of the Merger (the "Surviving Entity").
4. The Merger shall be effective at 11:59 p.m. Central Standard Time on March 10, 1994 (the "Effective Time").
5. The Merger Agreement was duly authorized by all action required by the laws under which the Limited Partnership and the LLC were formed or organized and by the constituent documents of each such entity.

**M-I DRILLING FLUIDS COMPANY LIMITED  
PARTNERSHIP**

By: MIHC, Inc.  
General Partner

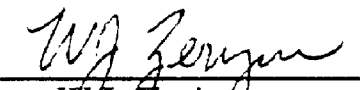
By: WJ Zeringue  
W.J. Zeringue  
Vice President

By: Smith International Acquisition Corp.  
General Partner

By:   
Neal S. Sutton  
Vice President - Administration,  
General Counsel and Secretary

M-I DRILLING FLUIDS COMPANY, L.L.C.

By: MIHC, Inc.  
Member

By:   
W.J. Zeringue  
Vice President

By: Smith International Acquisition Corp.  
Member

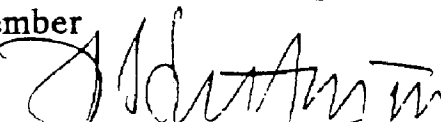
By:   
Neal S. Sutton  
Vice President - Administration,  
General Counsel and Secretary

EXHIBIT A: Agreement and Plan of Merger

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## EXHIBIT A

### AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated effective as of the Effective Time (as defined below), is entered into between M-I Drilling Fluids Company Limited Partnership, a Texas limited partnership (the "Limited Partnership"), and M-I Drilling Fluids Company, L.L.C., a Delaware limited liability company (the "LLC" or "Surviving Entity"). The Limited Partnership was formerly a Texas general partnership named "M-I Drilling Fluids Company," which converted to a Texas limited partnership pursuant to Section 9.01 of the Texas Revised Partnership Act.

#### W I T N E S S E T H:

WHEREAS, the Limited Partnership and the LLC desire to merge (the "Merger") pursuant to Section 2.11 of the Texas Revised Limited Partnership Act (the "Texas Act") and Section 18-209 of the Delaware Limited Liability Company Act (the "Delaware Act"), following which the LLC shall be the surviving entity;

WHEREAS, the Merger has been adopted and approved by all of the partners of the Limited Partnership and all of the members of the LLC;

NOW, THEREFORE, for and in consideration of the premises and of the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

#### ARTICLE I MERGER

The terms and conditions of the Merger, the mode of carrying the Merger into effect, and the manner and basis of converting the ownership interests in the merging entities, are as follows:

(a) The Merger shall be effective at 11:59 p.m. Central Standard Time on March 10, 1994 (the "Effective Time").

(b) Effective as of the Effective Time, the Limited Partnership shall be merged with and into the LLC, the separate existence of the Limited Partnership shall cease, and the LLC shall be the surviving entity of the Merger (the "Surviving Entity").

(c) The limited partners of the Limited Partnership will not, as a result of the Merger, become personally liable for the liabilities or obligations of any other person or entity.

(d) Effective as of the Effective Time, the partnership interests in the Limited Partnership outstanding immediately prior to the Effective Time and all rights in respect thereof shall, without any action on the part of the holder thereof, cease to be outstanding and shall be cancelled and retired without payment of any consideration therefor.

(e) The membership interests in the LLC outstanding immediately prior to the Effective Time shall continue to be the issued and outstanding membership interests of the Surviving Entity.

(f) The Certificate of Formation of the LLC, in effect at the Effective Time, shall continue as the Certificate of Formation of the Surviving Entity.

(g) The members of the LLC are entering into a Limited Liability Company Agreement that shall become effective as of the Effective Time.

## ARTICLE II MISCELLANEOUS

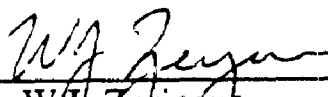
This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

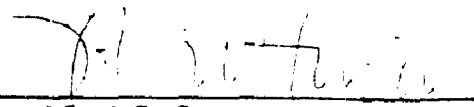
IN WITNESS WHEREOF, each of the Merging Entities has caused this Agreement to be executed, all as of the date first above written.

### M-I DRILLING FLUIDS COMPANY LIMITED PARTNERSHIP

By: MIHC, Inc.  
General Partner

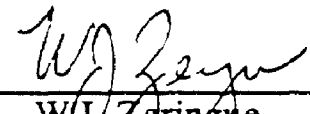
By:   
W.J. Zeringue  
Vice President

By: Smith International Acquisition Corp.  
General Partner


By:   
Neal S. Sutton  
Vice President - Administration,  
General Counsel and Secretary

M-I DRILLING FLUIDS COMPANY, L.L.C.

By: MIHC, Inc.  
Member

By:   
W.J. Zeringue  
Vice President

By: Smith International Acquisition Corp.  
Member

By:   
Neal S. Sutton  
Vice President - Administration,  
General Counsel and Secretary