

08-26-1999

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RECORD A

U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

101127457

To the Honorable Assistant Commissioner for Patents:
Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CE Drilling Products, Inc.
16736 Hardy Road
Houston, TX 77032

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: July 7, 1999

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

Name: National-Oilwell, L.P.

Internal Address: _____

Street Address: 10000 Richmond AvenueCity: Houston State: TX Zip: 77042Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No(s).

B. Patent No(s).

5,425,435

Additional numbers attached? ☐ Yes ☒ No

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

Name: Richard D. FladungInternal Address: AKIN, GUMP, STRAUSS,HAUER & FELD, L.L.P.Street Address: 1900 Pennzoil Place, South Tower,
711 LouisianaCity: Houston State: TX Zip: 77002

6. Total number of applications and patents

involved: 17. Total fee (37 C.F.R. § 3.41) \$ 40☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

16-2435

(Attach duplicate copy of this page if paying by deposit account)

08/25/1999 DC01TES 00000144 162435 5425435

DO NOT USE THIS SPACE

01 EC:581 40-00-13

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.


Richard D. Fladung, Reg. No. 30,834

August 23, 1999

Total number of pages including cover sheet, attachments and document: 4

**BILL OF SALE, ASSIGNMENT
AND ASSUMPTION AGREEMENT**

This Bill of Sale, Assignment and Assumption Agreement ("Bill of Sale") dated as of July 7, 1999 is executed and delivered by CE Drilling Products, Inc., a Delaware corporation ("Seller"), to National-Oilwell, L.P., a Delaware limited partnership ("Buyer"). All capitalized terms used in this Bill of Sale and not otherwise defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement dated as of July 6, 1999 between Buyer, Seller and CE Drilling Products, Inc. (the "Agreement"). "Effective Time" means 12:01 a.m. C.D.T., July 8, 1999.

WHEREAS, pursuant to the Agreement, the Seller and CONEMSCO, Inc. have agreed to sell, convey, assign, transfer and deliver to Buyer the Purchased Assets, and Buyer has agreed to assume the Assumed Obligations;

NOW, THEREFORE, in consideration of the mutual promises set forth in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. As of the Effective Time, Seller hereby sells, conveys, assigns, transfers and delivers to Buyer, its successors and assigns, all of the Purchased Assets TO HAVE AND TO HOLD all and singular the assets, properties and rights hereby granted, sold, conveyed, assigned and delivered, or so intended to be, unto Buyer, and Buyer's heirs, successors and assigns, forever.
2. Notwithstanding the foregoing, the Purchased Assets to be transferred to Buyer under this Bill of Sale shall not include the Excluded Assets.
3. As of the Effective Time, in accordance with and subject to the terms and provisions of the Agreement, Buyer hereby assumes and agrees to discharge the Assumed Obligations.
4. Notwithstanding the foregoing, the Assumed Obligations to be assumed by Buyer under this Bill of Sale shall not include the Excluded Obligations.
5. Seller hereby covenants and agrees to and with Buyer, and Buyer's successors and assigns, to execute, acknowledge, and deliver all and every such further conveyance and other instrument and to do such further acts as may be deemed by Buyer to be necessary or appropriate more fully to assure Buyer and Buyer's heirs, successors and assigns, that all the Purchased Assets have been validly conveyed hereby, or to aid and assist in collecting and reducing to possession, any of or all of the Purchased Assets.
6. Seller makes no representations or warranties, implied, express or otherwise, with respect to the Purchased Assets or the Assumed Obligations other than those representations and warranties made in the Agreement.

7. Nothing contained in this Bill of Sale shall, or shall be construed to, prejudice the right of Buyer to contest any claim or demand as fully as Seller or its officers and directors might have done. The parties hereto will use commercially reasonable efforts to cooperate with one another on and after the date hereof in furnishing information and other assistance in connection with any action, proceeding or dispute of any nature with respect to matters pertaining to the transfer of the Purchased Assets or the assumption of the Assumed Obligations under this Bill of Sale.

8. This Bill of Sale shall be governed by and construed in accordance with the internal laws (and not the laws of conflicts) of the State of Texas.

IN WITNESS WHEREOF, Seller and Buyer have caused this instrument to be duly executed under seal as of and on the date first above written.

CE Drilling, Inc.

By: _____

Charles A. Armbrust
Executive Vice President

ACCEPTED:

National-Oilwell, L.P., by its general partner
NOW Oilfield Services, Inc.

By: _____

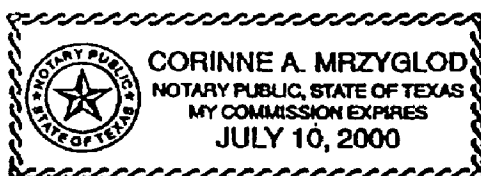
Steven W. Krablin
Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on July 7, 1999, by Charles A. Armbrust, the Executive Vice President of CE Drilling, Inc., a Delaware corporation, on behalf of said corporation.

Notary Public, State of Texas

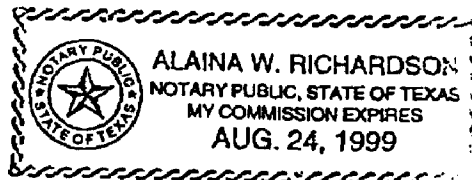
HOU03:621376.1



THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on July 7, 1999, by
Steven W. Krablin, the Vice President of NOW Oilfield Services, Inc., the general partner of
National-Oilwell, L.P., a Delaware limited partnership, on behalf of said limited partnership.

Alaina W. Richardson
Notary Public, State of Texas



HOU03:621376.1