

9/13/02



TO THE ASSISTANT COMMISSIONER FOR

102220915

documents or copy thereof.

1. Name of conveying party(ies):

USF Johnson Screens Pty Ltd.

Additional name(s) of conveying party(ies) attached?

() Yes (X) No

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

Name: Weatherford Australia Pty. Limited

Internal Address:

Street Address: 17 Truganina Road

City: Malaga State: Western Australia ZIP: 6062

Additional name(s) of receiving party(ies) attached?

() Yes (X) No

3. Nature of conveyance:

- (X) Assignment
() Merger
() Security Agreement
() Change of Name
() Other:

Execution Date: Nov. 30 2001

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

() Application(s) filed herewith Execution Date(s):

(X) Patent Application No.: 08/775,825

Filing Date: Dec. 31, 1996

(X) Patent No.: 5,377,846

Issue Date: Jan. 3, 1995

Additional numbers attached? () Yes (X) No

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

Name: Jeffrey A. Birchak
KNOBBE, MARTENS, OLSON & BEAR, LLP
Customer No. 20,995
Internal Address: Fourteenth Floor
Street Address: 2040 Main Street
City: Irvine State: CA ZIP: 92614
Attorney's Docket No.: USFJS.001RA

7. Total fee (37 CFR 1.21(h)): \$80.00

(X) Enclosed

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and patents involved: 2

9. 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.

Jeffrey A. Birchak
Name of Person Signing

Signature

Date

46,200
Registration No.

Total number of pages including cover sheet, attachments and document: 6

Mail documents to be recorded with required cover sheet information to:

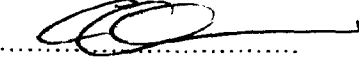
09/13/2002 DBYRNE 00000169 111410 08775825

01 FC:581 40.00 CH 40.00 OP

09/13/2002 DBYRNE 00000015 111410 08775825
Sale Ref: 00000169 DAK: 111410 08775825
01 FC:582 40.00 CH 40.00 OP

U.S. Patent and Trademark Office
Attn: Assignment Division
Crystal Gateway-4
1213 Jefferson Davis Highway, Suite 320
Arlington, VA 22202

I certify this to be a true copy having compared it with the original

 J.P.

Chris Owens
Patent Attorney and Justice of The Peace

Date..23/7/02

GENERAL INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, USF JOHNSON SCREENS PTY LTD, an Australian corporation having its registered office at 88 Brickyard Road, Geebung, 4034, Queensland, Australia (hereinafter "POI"), owns all right, title and interest in and to certain "Intellectual Property Rights" defined as follows:

1. Any or all of the following intellectual property rights owned, used or licensed by Assignors and all rights in, arising out of, or associated therewith: (A) all United States, international and foreign patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (B) all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know how, technology, technical data and customer lists and all documentation relating to any of the foregoing; (C) all copyrights, copyright registrations and applications therefor and all other rights corresponding thereto throughout the world; (D) all trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor and all goodwill associated therewith throughout the world; (E) all databases and data collections and all rights therein throughout the world; (F) all computer software, including all source code, object code, firmware, development tools, files, records and data, and all media on which any of the foregoing is recorded; (G) all domain names, uniform resource locaters and other Internet or similar addresses or identifiers; and (H) any similar, corresponding or equivalent rights to any of the foregoing and all documentation related to any of the foregoing, and more specifically, but without restricting the generality of this Assignment, the material items listed in Attachment A to this Assignment (hereinafter the "Intellectual Property");
2. All licenses or other contracts relating to Assignors' use of or license in the technology, know-how, processes or the Intellectual Property, and more specifically, but without restricting the generality of this assignment, the material items listed in Attachment A to this Assignment (hereinafter the "Intellectual Property Licenses"); and
3. All of Assignor's existing and potential causes of action and rights to claim and collect damages and/or profits, with respect to past, present and future violations or infringements of any right or interest assigned herein; provided, however, Assignors are not assigning or otherwise transferring any of their respective right, title and interest in the Retained Assets.

WHEREAS, WEATHERFORD AUSTRALIA PTY. LIMITED, an Australian corporation having its principal place of business at 17 Truganina Road, Malaga, Western Australia 6062 (hereinafter "Assignee"), is desirous of acquiring all right, title and interest in, to and under said Intellectual Property Rights pursuant to the sale, assignment and transfer of certain assets, as specified in the Stock Purchase Agreement by and among United States Filter Corporation and Weatherford International, Inc. dated as of October 22, 2001 (hereinafter "Stock Purchase Agreement").

NOW, THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Assignors by these presents hereby sell, assign, and transfer unto the Assignee, its successors, assigns, and legal representatives, the full and exclusive right, title and interest in, to and under the Intellectual Property Rights in the United States, and all other countries and places in the world.

Assignors further agree to assist Assignee in the implementation of this Assignment by executing and signing any other document reasonably requested by Assignee relating to the implementation hereof, including recording this Assignment or any aspect of this Assignment and including executing or signing a further assignment document specifically identifying part of the property rights assigned herein, and Assignors agree to do so without further consideration (provided, however, that all out-of-pocket expenses incurred at the request of Assignee, other than legal fees and accounting fees, shall be paid by Assignee).

Unless otherwise defined herein, all terms used in this Assignment shall be considered to have the same meaning given those terms in the Stock Purchase Agreement. This instrument, being further documentation of the sales, conveyances, assignments and transfers provided for in the Stock Purchase Agreement, does not limit the rights or obligations therein provided. No representations and warranties, or indemnification agreements with respect thereto, are made in this instrument but instead are expressly disclaimed, it being understood and agreed that all of the rights of Assignee vis-a-vis the Assignors with respect to the Intellectual Property Rights are governed by the Stock Purchase Agreement.

[Remainder of this page intentionally left blank.]

DULY EXECUTED and delivered by the parties to this Assignment on Nov. 30,
2001.

ASSIGNOR:

USF JOHNSON SCREENS PTY LTD.

By: E. Nowotny

Name: ERNST NOWOTNY

Position: DIRECTOR

Witnesses:

Karen Williams
Name: KAREN WILLIAMS
Position: MANAGEMENT ACCOUNTANT

By: Heather Cross

Name: HEATHER CROSS

Position: COMPANY SECRETARY

Franca Canderara
Name: FRANCA CANDERARA
Position: OFFICE MANAGER

ASSIGNEE:

WEATHERFORD AUSTRALIA PTY. LIMITED

By: Scott H. Brown

Name: SCOTT H. BROWN

Position: Assistant Corporate Secretary

Witnesses:

Near Fagan
Name: NEAL FAGAN
Position: IP Administrator

Linda Kempster
Name: Linda Kempster
Position: Legal Secretary

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ATTACHMENT A
GENERAL INTELLECTUAL PROPERTY ASSIGNMENT

Our Ref:	Appl/Registration No.	Proprietor: USF Johnson Screens P/L	Country	Filing Date	Status
Patents		Title			
70803	08/775825	Particle screening system	USA	31-Dec-96	Pending - Re-Issue of 5377846
78482	5377846	Particle screening system	USA	25-Mar-93	Registered
104006	PR3362	Rapid locking tubular coupling device	Australia	5-May-01	Pending
101809	PR4903	Reusable Polyurethane Protection Jacket	Australia	10-May-01	Pending
108137	PR8697	Screening panel securing system - Gulley	Australia	6-Nov-01	Application Pending
				18-Dec-01	Filed in name Weatherford/Lamb
				18-Dec-01	Filed in name Weatherford/Lamb
**100019	PCT/AU00/00400	Screening equipment National/Regional phases due 3 Nov/Dec 2001	Int	1-May-00	Completed following National Phases
**108122	40937/00	Screening equipment	Australia	1-May-00	Application Pending
**108123		Screening equipment	Canada	1-May-00	Awaiting Filing Receipt
**108124	920280.5	Screening equipment	Europe	1-May-00	Application Pending
**108125		Screening equipment	India	1-May-00	Awaiting Filing Receipt
**108126		Screening equipment	Indonesia	1-May-00	Awaiting Filing Receipt
**108127		Screening equipment	Poland	1-May-00	Awaiting Filing Receipt
**108128	20018573	Screening equipment	South Africa	1-May-00	Application Pending
**108129		Screening equipment	USA	1-May-00	Awaiting Filing Receipt
103063	PCT/AU00/01500	A screening module and a screening assembly including such module National/Regional phases due 10 May/June 2002	Int	6-Dec-00	Completed following National Phases
**110736	19758/01	A screening module and a screening assembly including such module	Australia	6-Dec-00	Application Pending
**110737		A screening module and a screening assembly including such module	Canada	6-Dec-00	Awaiting Filing Receipt

<u>Continued</u>	Sheet 2			
Our Ref:	App/Registration No.	Proprietor: USF Johnson Screens P/L	Country	Status
		Title		

**110738		A screening module and a screening assembly including such module	India	6-Dec-00	Awaiting Filing Receipt
**110739		A screening module and a screening assembly including such module	Indonesia	6-Dec-00	Awaiting Filing Receipt
**110740	2002/4003	A screening module and a screening assembly including such module	South Africa	6-Dec-00	Application Pending
**110741		A screening module and a screening assembly including such module	USA	6-Dec-00	Awaiting Filing Receipt

Designs

85418	139323	A screening panel assembly (Hi-flex flappable top module)	Australia	12-May-99	Registered
87329	180744	A screening panel assembly	India	4-Nov-99	Registered
87331	A99/1230	Screening panel	South Africa	4-Nov-99	Registered

Trade Marks

105538	876463	SLIPO	Australia	21-May-01	Accepted
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