

10-09-2002



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SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks

ie attached original documents or copy thereof

1. Name of conveying party(ies):

Dresser Industries, Inc. (now known as DII Industries, LLC)
2601 Beltline Road
Carrollton, TX 75006

10-4102

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

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

Dresser Equipment Group, Inc.
2601 Beltline Road
Carrollton, TX 75006

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other: Nunc Pro Tunc Assignment

Effective Date: January 31, 1999

Execution Date: September 16, 2002 and September 24, 2002

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) 4,617,963

Additional numbers attached? ☐ Yes ☒ No

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

Name: P. Weston Musselman, Jr.

JENKENS & GILCHRIST, P.C.
3200 Fountain Place
1445 Ross Avenue
Dallas, Texas 75202-2799

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

10-0447 (for deficiency only)

DO NOT USE THIS SPACE

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.

P. Weston Musselman, Jr. Reg. No. 31,644
Name of Person Signing

P. Weston Musselman, Jr.
Signature

October 4, 2002
Date

Total number of pages including cover sheet, attachments, and document 5

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

10/09/2002 TDIAZ1 00000012 4617963

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40.00 DP

NUNC PRO TUNC ASSIGNMENT

WHEREAS, DRESSER INDUSTRIES, INC., (now known as DII INDUSTRIES, LLC) a corporation of the State of Delaware (hereinafter "ASSIGNOR"), having its principal offices at 2601 Beltline Road, Carrollton, Texas 75006, is the owner of U.S. Patent No. 4,617,963,(hereinafter the "PATENT"); and

WHEREAS DRESSER INDUSTRIES, INC. did transfer assets including the subject Patent from DRESSER INDUSTRIES, INC. to DRESSER EQUIPMENT GROUP, INC. effective January 31, 1999 by unrecorded letter agreement between the parties;

WHEREAS DRESSER EQUIPMENT GROUP, INC. did change its name to DRESSER, INC., effective as of March 28, 2001 by certificate of name change recorded with the Delaware Secretary of State;

WHEREAS, DRESSER, INC. (formerly known as DRESSER EQUIPMENT GROUP, INC.) a corporation of the State of Delaware, (hereinafter "ASSIGNEE"), having its principal offices at 11th Floor, Millennium 1, 15455 Dallas Parkway, Addison, Texas 75001, did acquire said PATENT therefore as a result of a the aforementioned transfer of assets from DRESSER INDUSTRIES, INC. to DRESSER EQUIPMENT GROUP, INC., and is desirous of acquiring all right, title, and interest of the Assignor in and to said PATENT, effective as of January 31, 1999;

NOW, THEREFORE, in consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby sell, transfer, and assign **NUNC PRO TUNC** unto the said ASSIGNEE, its successors, assigns and other legal representatives, for the territory of the United States of America and throughout the world, the entire right, title and interest in and to the said PATENT, together with any and all reissues, reexaminations, statutory invention

registrations, modifications and extensions thereof, together with any and all continuations, divisions, continuations-in-part and reissues, and all of the inventions relating to the foregoing, and including all rights to claim priority, and hereby authorizes and requests the Commissioner of Patents for the country involved to issue any and all patents on inventions resulting from the PATENT or other applications to ASSIGNEE as ASSIGNEE of the entire right, title and interest therein, all of the foregoing to be held and enjoyed by ASSIGNEE 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, and all claims for damages by reason of past, present and future infringement of the rights assigned under this ASSIGNMENT with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this transfer to ASSIGNEE had not been made.

ASSIGNOR covenants that it will, when requested and at its expense, execute, deliver and acknowledge all such further instruments of conveyance and do and perform all such other acts and things as ASSIGNEE may reasonably require to more effectively accomplish the assignment, transfer and recordation thereof of said PATENT.

ASSIGNEE'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 PATENT rights assigned pursuant to this ASSIGNMENT, and to take any other actions necessary or incident to the powers granted to ASSIGNEE in this ASSIGNMENT.

This Agreement shall inure to the benefit of ASSIGNEE and its successors and assigns and shall be binding on ASSIGNOR and its successors and assigns.

IN WITNESS WHEREOF, this ASSIGNMENT has been duly executed and signed at Dallas, Texas this 24th day of September, 2002 and made effective NUNC PRO TUNC as of January 31, 1999.

DRESSER INDUSTRIES, INC.

(now known as DII INDUSTRIES, LLC)

William Peoples

Name: William Peoples

Title: Intellectual Property Transfer Officer of
DII INDUSTRIES, LLC

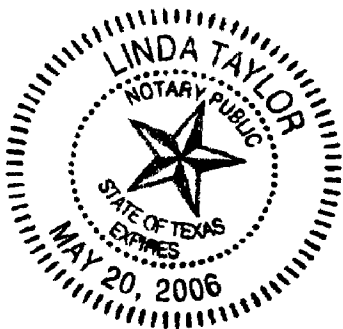
STATE OF TEXAS

COUNTY OF Dallas

Before me on this day personally appeared **William Peoples**, known to me to be the **Intellectual Property Transfer Officer** of DII INDUSTRIES, LLC, and acknowledged to me that he executed the foregoing instrument as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 24th day of September, 2002.

(SEAL)



Linda Taylor
NOTARY PUBLIC

Name: Linda Taylor

My Commission Expires: May 20, 2006

DRESSER, INC.

Frank P. Pittman

Name: Frank P. Pittman

Title: Vice President and General Counsel

STATE OF TEXAS

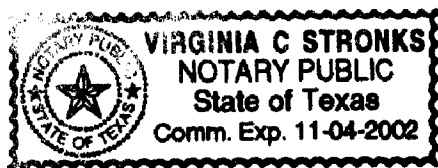
COUNTRY OF U. S. A.

COUNTY OF DALLAS

Before me on this day personally appeared Frank P. Pittman, known to me to be the Vice President and General Counsel of DRESSER, INC., and acknowledged to me that he executed the foregoing instrument as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 16th day of September 2002.

(SEAL)



Virginia C. Stronks

NOTARY PUBLIC

Name: VIRGINIA C. STRONKS

My Commission Expires: 11-04-2002