

10-11-2002



FORM PTO-1595 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

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U.S. Department of Commerce Patent And Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

1. Name of conveying party(ies): United States Filter Corporation 10-7-02 Additional name(s) of conveying party(ies) attached? \_\_\_ Yes \_\_\_ X No

2. Name and address of receiving party(ies): Name: Weatherford/Lamb, Inc. Internal Address: Street Address: 515 Post Oak Blvd. City: Houston State: TX Zip: 77027 Additional name(s) & address(es) attached? \_\_\_ Yes \_\_\_ X No

3. Nature of conveyance: X Assignment \_\_\_ Merger \_\_\_ Security Agreement \_\_\_ Change of Name \_\_\_ Other Execution Date: November 27, 2001

4. Application number(s) or registration number(s): If this document is being filed together with a new application, the execution date of the application is: (Date of Filing) A. Patent Application No.(s) 10/198,653, filed on July 18, 2002 B. Patent No.(s) Additional numbers attached? \_\_\_ Yes \_\_\_ X No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: William B. Patterson Internal Address: MOSER, PATTERSON & SHERIDAN, L.L.P. Street Address: 3040 Post Oak Boulevard, Suite 1500 City: Houston State: TX Zip: 77056

6. Total number of applications and patents involved: 1 7. Total fee (37 C.F.R. 3.41) \$ 40.00 Enclosed X Authorized to be charged to deposit account 20-0782/WEAT/0245/JCH 8. Deposit account number: 20-0782/WEAT/0245/JCH

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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. Jason C. Huang, Reg. No. 46,222 Name of Person Signing Signature Date 10/11/2002 Total number of pages including cover sheet, attachments and document: 4

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

10/10/2002 DBYRNE 00000024 200782 10198653 01 FC:581 40.00 CH

T:\Clients\WEAT\0200-0299\0245\PTO\0245\_Assignment Cov.doc J:\FORMS\272 (AUGUST 20, 1993)

PATENT REEL: 13364 FRAME: 0944

## GENERAL INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, UNITED STATES FILTER CORPORATION, a Delaware corporation having its principle place of business at 40-004 Cook Street, Palm Desert, California (hereinafter "*Assignor*"), owns all right, title and interest in and to certain "*Intellectual Property Rights*" defined as follows:

1. All rights with respect to each item listed on Attachment A to this Assignment under patent law, copyright law, industrial design law, semiconductor chip and mask work protection law, moral rights law, database protection law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any all similar proprietary rights, and any and all renewals, extensions and restorations thereof, now or hereafter in force and effect whether worldwide or in individual countries and regions (hereinafter the "*Intellectual Property*");
2. All licenses or other contracts relating to Assignor's 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.

WHEREAS, WEATHERFORD/LAMB, INC., a Delaware corporation having its principle place of business at 515 Post Oak Boulevard, Suite 600, Houston, Texas 77027 (hereinafter "*Assignee*"), is desirous of acquiring all right, title and interest in, to and under said Intellectual Property Rights pursuant to the Stock Purchase Agreement (the "*Stock Purchase Agreement*"), dated October 22, 2001, by and among Weatherford International, Inc. ("*Weatherford*"), a Delaware corporation and the indirect parent of Assignee, and Assignor.

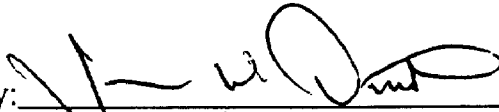
NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor by these presents hereby sells, assigns, and transfers 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.
2. 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 of Weatherford, Assignee or any affiliate thereof or the obligations of Assignor therein provided.
3. 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 Assignor with respect to the Intellectual Property Rights are governed by the Stock Purchase Agreement.


DULY EXECUTED and delivered by the parties to this Assignment on  
11/27, 2001.


ASSIGNOR:

UNITED STATES FILTER CORPORATION

By:   
Name: Executive Vice President - Accounting  
Position: James W. Dierker

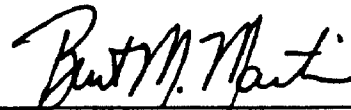
Witnesses:

  
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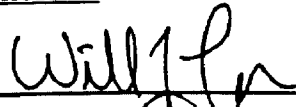
  
Name:

ASSIGNEE:

WEATHERFORD/LAMB, INC.

By:   
Name: Burt M. Martin  
Position: Vice President - Law

Witnesses:

  
Name:

  
Name:

\* \* \*

