

11-14-2002

Form PTO-1595 (Rev. 10/02)

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PATENTS ONLY



OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings

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

1. Name of conveying party(ies):

Premier Instruments, Inc.

10-31-02
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Weatherford Artificial Lift Systems, Inc.
Internal Address: _____
Street Address: 515 Post Oak Blvd., Suite 600
City: Houston State: TX Zip: 77027
Additional name(s) & address(es) attached? Yes No

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2002 OCT 31 AM 9:08
FINANCE SECTION

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: 10/31/2002

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) 5,035,581;
5,105,085; 6,076,049; 6,292,756
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Anthony F. Matheny
Internal Address: Andrews & Kurth L.L.P.
Street Address: 600 Travis, Suite 4200
City: Houston State: TX Zip: 77002

6. Total number of applications and patents involved: 4
7. Total fee (37 CFR 3.41).....\$ 160.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
50-0897 (141508)

DO NOT USE THIS SPACE

9. Signature.

Anthony F. Matheny *Anthony F. Matheny* October 31, 2002
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 3

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

11/13/2002 6TON11 00000109 5035581
01 FC:8021 160.00 OP

PATENT
REEL: 013467 FRAME: 0888

ASSIGNMENT FOR SECURITY**(PATENTS)**

WHEREAS, PREMIER INSTRUMENTS, INC., a Texas corporation (herein referred to as "Assignor"), owns the letters patent, and/or applications for letters patent, of the United States, more particularly described on Schedule 1-A annexed hereto as part hereof (the "Patents");

WHEREAS, Assignor is obligated to WEATHERFORD ARTIFICIAL LIFT SYSTEMS, INC., a Delaware corporation (herein referred to as "Assignee"), and Assignor has entered into a Security Agreement and Mortgage-Trademarks and Patents dated as of the date hereof (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee, and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Patents, together with any reissue, reexamination, continuation, continuation-in-part divisional or extension thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents (the "Collateral"), to secure the prompt payment, performance and observance of the Secured Obligations, as defined in the Agreement;

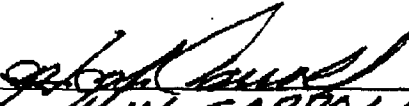
NOW, THEREFORE, for good and valuable consideration, receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 515 Post Oak Blvd., Suite 600, Houston, Texas 77027,
Attn: Andrew P. Becnel.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 31st day of October, 2002.

PREMIER INSTRUMENTS, INC.

By: 
Name: Andrew P. Becnel
Title: President

SCHEDULE 1-A TO ASSIGNMENT FOR SECURITY

PATENTS

<u>Title</u>	<u>Date Issued</u>	<u>Patent No.</u>
Fluid Level Monitoring and Control System	July 30, 1991	5,035,581
Fluid Analysis System	April 14, 1992	5,105,085
A Narrow Band Infrared Water Cut Meter	June 13, 2000	6,076,049
A Narrow Band Infrared Water Fraction Meter Apparatus for Gas Well and Liquid Hydrocarbon Flow Stream Use	September 18, 2001	6,292,756