

Form PTO-1595
(Rev. 10/02)

RECORDATION FORM COVER SHEET
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

Tab settings

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

1. Name of conveying party(ies):

Halliburton Energy Services, Inc. (a Delaware corporation)

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

2. Name and address of receiving party(ies)
Name: NuFlo Technologies, LP
Internal Address: _____

Street Address: 16538 Air Center Boulevard

City: Houston State: TX Zip: 77032
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 05/30/2003

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) _____

Additional numbers attached? Yes No

B. Patent No.(s) see attached

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Steven R. Borgman
Internal Address: Vinson & Elkins L.L.P.
2300 First City Tower

Street Address: 1001 Fannin Street

City: Houston State: TX Zip: 77002-6760

6. Total number of applications and patents involved: 6
7. Total fee (37 CFR 3.41).....\$ 240.00
 Enclosed
 Authorized to be charged to deposit account
B. Deposit account number:
22-0365; Atten: SCF300/10003

DO NOT USE THIS SPACE

9. Signature.

Steven R. Borgman [Signature] 6/27/03
Name of Person Signing Signature Date
Registry No. 33,160
Total number of pages including cover sheet, attachments, and documents: 14

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

CH \$240.00 220365 4593365

Continuation of Number 1 (Name of Conveying Parties):

Halliburton Group Canada Inc. (an Alberta corporation)

Halliburton Manufacturing and Services Ltd. (a company incorporated in England)

PT Halliburton Indonesia (an Indonesian corporation)

Halliburton International, Inc. (a Delaware corporation)

Continuation of Number 4B (Application number(s) or patent number (s):

4,593,365

4,873,648

5,464,036

5,712,631

5,046,369

5,357,806

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

THIS GENERAL CONVEYANCE, ASSIGNMENT, BILL OF SALE and ASSUMPTION AGREEMENT (this "*Agreement*"), is entered into as of May 30, 2003 among Halliburton Energy Services, Inc., a Delaware corporation, Halliburton Group Canada Inc., an Alberta corporation, Halliburton Manufacturing and Services Ltd., a company incorporated in England, PT Halliburton Indonesia, an Indonesian corporation, and Halliburton International, Inc., a Delaware corporation (collectively, "*Sellers*"), NuFlo Technologies, LP, a Delaware limited partnership ("*Buyer*"), NuFlo Technologies Sales Company, a Delaware corporation ("*NuFlo Sales Company*") and NuFlo Technologies Canada Ltd., an Alberta corporation ("*NuFlo Canada*").

WITNESSETH:

WHEREAS, Halliburton Energy Services, Inc., NuFlo Technologies, Inc., a Delaware corporation, and other parties have entered into an Asset Purchase Agreement dated as of May 30, 2003 (the "*Asset Purchase Agreement*"), providing, among other things, for the sale by Halliburton Energy Services, Inc. to Buyer of the Purchased Assets;

WHEREAS, NuFlo Technologies, Inc. has assigned its rights and obligations to purchase the Purchased Assets to Buyer;

WHEREAS, pursuant to Sections 2.1, 2.4 and 2.5 of the Asset Purchase Agreement, Buyer designates NuFlo Sales Company and NuFlo Canada ("*Buyer's Nominees*") as Buyer's nominees to accept certain of the Purchased Assets and to assume certain of the Assumed Obligations related to such Purchased Assets;

WHEREAS, Buyer's Nominees are each direct wholly owned subsidiaries of NuFlo Technologies, Inc.;

WHEREAS, pursuant to the Asset Purchase Agreement, Halliburton Energy Services, Inc., Buyer and Buyer's Nominees are required to execute and deliver this Agreement in connection with the consummation of the transactions contemplated by the Asset Purchase Agreement;

WHEREAS, pursuant to the Asset Purchase Agreement, Halliburton Energy Services, Inc. has agreed to sell, transfer, assign, convey and deliver, or cause to be sold, transferred, assigned, conveyed and delivered, to Buyer or Buyer's Nominees the Purchased Assets;

WHEREAS, each of Halliburton Energy Services, Inc., Halliburton Group Canada Inc., Halliburton Manufacturing and Services Ltd., PT Halliburton Indonesia and Halliburton International, Inc. holds certain of the Purchased Assets;

WHEREAS, pursuant to the Asset Purchase Agreement, Buyer has agreed that Buyer or Buyer's Nominees will assume the Assumed Obligations; and

WHEREAS, any capitalized term used but not defined in this Agreement shall have the meaning ascribed to such term in the Asset Purchase Agreement;

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

1. Conveyance and Assumption of Assets.
 - a. Sellers hereby grant, convey, assign, transfer, bargain and deliver unto NuFlo Sales Company and its successors and assigns all of the Scheduled Inventory located in the United States in locations other than Texas and Oklahoma.
 - b. Sellers hereby grant, convey, assign, transfer, bargain and deliver unto Buyer and its successors and assigns the Purchased Assets located in the United States not covered by clause (a) above, including, without limitation, all right, title and interest in and to the United States trademark registrations set forth on Schedule 1 hereto (the "U.S. Trademarks") and the patents set forth on Schedule 2 hereto, including without limitation the right to sue for and collect damages for infringements of same, together with the goodwill associated with the U.S. Trademarks.
 - c. Sellers hereby grant, convey, assign, transfer, bargain and deliver unto NuFlo Canada all of the Purchased Assets located in Canada, including, without limitation, all right, title and interest in and to the Canadian trademark registrations set forth on Schedule 3 hereto (the "Canadian Trademarks") and the patents set forth on Schedule 4 hereto, including without limitation the right to sue for and collect damages for infringements of same, together with the goodwill associated with the Canadian Trademarks.
 - d. Sellers hereby grant, convey, assign, transfer, bargain and deliver unto NuFlo Sales Company all of the Purchased Assets located in all locations other than in the United States and Canada.
 - e. Notwithstanding the foregoing, any of the Purchased Assets constituting intangible property requiring consent to consummate the transfer and assignment contemplated by this Agreement that has not been obtained as of the date hereof shall not be transferred or assigned upon delivery of this Agreement, but rather shall be deemed to have been automatically transferred or assigned pursuant to this Agreement when such consent has been obtained.

TO HAVE AND TO HOLD the Purchased Assets unto Buyer, Buyer's Nominees and their successors and assigns forever as set forth in clauses (a) – (e) above, together with all and singular the rights and appurtenances belonging or pertaining thereto; and each Seller hereby binds itself and its successors and assigns to warrant and forever defend all and singular the title to the Purchased Assets unto Buyer, Buyer's Nominees and their successors and assigns as set forth in clauses (a) – (e) above against every Person whomever lawfully claiming or to claim such Purchased Assets or any part thereof. ASIDE FROM THE REPRESENTATIONS AND

WARRANTIES PROVIDED IN THIS AGREEMENT AND THE ASSET PURCHASE AGREEMENT, SELLERS MAKE NO, AND DISCLAIM ANY, WARRANTY OR REPRESENTATION OF ANY KIND, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO (a) TITLE, (b) ENVIRONMENTAL COMPLIANCE OR CONDITION, (c) MERCHANTABILITY OF ANY ASSETS, (d) FITNESS OF ANY ASSETS FOR ANY PARTICULAR PURPOSE, OR (e) CONFORMITY OF ANY ASSETS TO MODELS OR SAMPLES OF MATERIALS.

2. Subsequent Actions. Sellers hereby covenant to and with Buyer, Buyer's Nominees and their successors and assigns, to execute and deliver to Buyer, Buyer's Nominees and their successors and assigns, all such other and future instruments of conveyance, assignment and transfer, and all such notices, releases and other documents, that are reasonably necessary to more fully and specifically convey, assign, and transfer to and vest in Buyer, Buyer's Nominees and their successors and assigns as set forth in clauses (a) – (e) in Paragraph 1 of this Agreement, the title of Sellers in and to all and singular the Purchased Assets hereby conveyed, assigned, and transferred, or intended to be conveyed, assigned or transferred. To the extent that, with respect to any of the Purchased Assets, no assignment document other than this Agreement is executed, the parties intend for this Agreement to constitute the conveyance, transfer and assignment of such Purchased Assets.

3. Assumption of Assumed Liabilities. Buyer, NuFlo Sales Company and NuFlo Canada each hereby assumes and agrees to pay, perform and discharge promptly and in full when due all of the Assumed Obligations related to the Purchased Assets granted, conveyed, assigned, transferred, bargained and delivered to it.

4. Governing Law. This Agreement shall be construed and interpreted and the rights of the parties governed by the internal laws of the State of Texas, without regard to any principles of conflicts of law thereof that would result in the application of the laws of any other jurisdiction.

5. Conflict and Inconsistency; No Merger. To the extent any conflict or inconsistency exists between the provisions of this Agreement and the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall be controlling. The terms and provisions of the Asset Purchase Agreement (including, without limitation, the representations, warranties and covenants therein) shall not merge with, be extinguished or otherwise affected by the delivery and execution of this Agreement or any other document delivered pursuant to Paragraph 2 of this Agreement.

6. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

SELLERS:

HALLIBURTON ENERGY SERVICES, INC.

By: Andrew D. Farsey
Name: ANDREW D. FARSEY
Title: AUTHORIZED SIGNATORY

HALLIBURTON GROUP CANADA, INC.

By: _____
Name: _____
Title: _____

HALLIBURTON MANUFACTURING AND SERVICES LTD.

By: _____
Name: _____
Title: _____

PT HALLIBURTON INDONESIA

By: _____
Name: _____
Title: _____

HALLIBURTON INTERNATIONAL, INC.

By: _____
Name: _____
Title: _____

[Signature Page to General Conveyance, Assignment and Assumption Agreement]

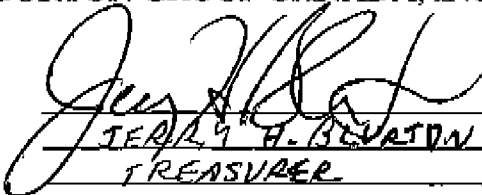
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

SELLERS:

HALLIBURTON ENERGY SERVICES, INC.

By: _____
Name: _____
Title: _____

HALLIBURTON GROUP CANADA, INC.

ADF By: 
Name: JERRY F. BLAVATNIK
Title: TREASURER

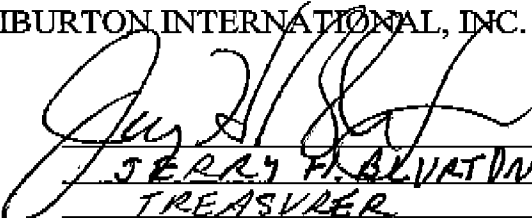
HALLIBURTON MANUFACTURING AND SERVICES LTD.

By: _____
Name: _____
Title: _____

PT HALLIBURTON INDONESIA

By: _____
Name: _____
Title: _____

HALLIBURTON INTERNATIONAL, INC.

ADF By: 
Name: JERRY F. BLAVATNIK
Title: TREASURER

[Signature Page to General Conveyance, Assignment and Assumption Agreement]

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SELLERS:

HALLIBURTON ENERGY SERVICES, INC.

By: _____
Name: _____
Title: _____

HALLIBURTON GROUP CANADA, INC.

By: _____
Name: _____
Title: _____

HALLIBURTON MANUFACTURING AND SERVICES LTD.

By: David McLeon
Name: DAVID A. MCLEON
Title: DIRECTOR

PT HALLIBURTON INDONESIA

By: _____
Name: _____
Title: _____

HALLIBURTON INTERNATIONAL, INC.

By: _____
Name: _____
Title: _____



[Signature Page to General Conveyance, Assignment and Assumption Agreement]

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SELLERS:

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By: _____
Name: _____
Title: _____

HALLIBURTON GROUP CANADA, INC.

By: _____
Name: _____
Title: _____

HALLIBURTON MANUFACTURING AND
SERVICES LTD.

By: _____
Name: _____
Title: _____

*REVIEWED LEM
3/15/2003*

PT HALLIBURTON INDONESIA

By: _____
Name: Gabriel Francisco Suarez
Title: President Director

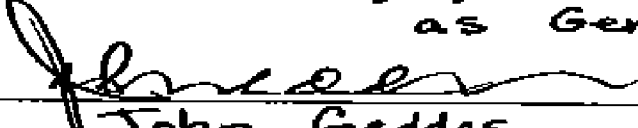
HALLIBURTON INTERNATIONAL, INC.

By: _____
Name: _____
Title: _____

[Signature Page to General Conveyance, Assignment and Assumption Agreement]

BUYER:

NUFLO TECHNOLOGIES, LP., by NuFlo GP Holdings, Inc
as General Partner


By: 
Name: John Geddes
Title: President

BUYER'S NOMINEES:

NUFLO TECHNOLOGIES SALES COMPANY

By: 
Name: John Geddes
Title: President

NUFLO TECHNOLOGIES CANADA LTD.

By: 
Name: John Geddes
Title: President

[Purchase, Assignment and Assumption Agreement]

Schedule 1

U.S. Trademarks

Trademark Name

Registration No.

Valor
QC

1855109
2054399

Schedule 2

U.S. Patents

Patent No.

4,593,365

4,873,648

5,464,036

5,712,631

5,046,369

5,357,806

Schedule 3

Canadian Trademarks

Trademark Name

Registration No.

Valor
QC

438311
434151

Schedule 4

Canadian Patents

Patent No.
2,116,467