

VIA FACSIMILE 703-306-5995

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

Attorney Docket Number **85170-4599**

**Mail Stop Assignment Recordation Services  
Director of the US Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450**

Please record the attached original documents or copy thereof.

1. Name of conveying parties: **NEYRFOR-WEIR LIMITED**  
Execution Date: **July 31, 2002**

2. Name and address of receiving party:  
**SMITH INTERNATIONAL, INC.  
16740 Hardy Street  
Houston, Texas  
USA**

Additional names attached?  Yes  No

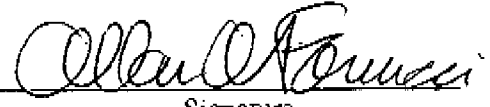
3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other:

4. Application numbers or patent numbers:  
If this document is being filed with a new application, the execution date of the application is:  
A. Patent Application Nos.: 10/798,201 | B. Patent Nos.:  
Additional numbers attached?  Yes  No

5. Mail correspondence to:  
**WINSTON & STRAWN LLP  
CUSTOMER NO. 28765**

6. Number of applications and patents involved: ..... **1**  
7. Total fee (37 CFR 3.41): ..... **\$ 40.00**  
Please charge deposit account listed in Section 8.  
8. Deposit account number: ..... **50-1814**

**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.*  
**Allan A. Fanucci, Reg. No. 30,256**  **10/19/04**  
Name of Person Signing Signature Date

Total number of pages including cover sheet.

**6**

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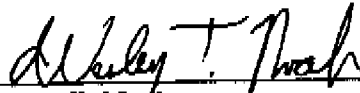
# **SMITH INTERNATIONAL, INC.**

## OFFICER'S CERTIFICATE

I, WESLEY T. NOAH, do hereby certify that:

1. I am an Assistant Secretary of **SMITH INTERNATIONAL, INC.** (hereinafter the "Corporation"), a Delaware corporation.
2. The attached is a true and correct copy of the IPR Assignment by Neyrfor-Weir Limited in favour of Smith International, Inc. as kept on file at the corporate offices of the Corporation located at 16740 Hardy Street, Houston, TX.

**IN WITNESS WHEREOF**, the undersigned has hereto set his hand on this 19th day of September, 2003.

  
 \_\_\_\_\_  
 Wesley T. Noah  
 Assistant Secretary

STATE OF TEXAS           §  
                                   §       ss.  
 COUNTY OF HARRIS       §

On this 19th day of September, 2003, before me a Notary Public in and for the State of Texas, personally appeared Wesley T. Noah, personally known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

WITNESS my hand and official seal.



  
 \_\_\_\_\_  
 Barbara Mikeska  
 Notary Public

**THIS IPR ASSIGNATION is made on 31 July 2002**

by

- (1) **NEYRFOR-WEIR LIMITED** a company incorporated in England and Wales (registered number 1740020) whose registered office is at Park Works, Newton Heath, Manchester, M40 2BA (the "Assignor");

in favour of

- (2) **SMITH INTERNATIONAL, INC.** a Delaware corporation having a place of business at 16740 Hardy Street, Houston, Texas, USA (the "Assignee").

**WHEREAS:-**

- (A) The Assignor is the proprietor and lawful owner of the Assigned IPR (as defined below); and
- (B) The Assignor and the Assignee are parties to an Agreement for the Acquisition of The Turbodrilling Business of Neyrfor-Weir Limited (the "Acquisition Agreement") under which the Assignor has agreed to assign the Assigned IPR to the Assignee; and
- (C) The parties wish to formally record the assignment in writing.

**NOW IT IS HEREBY AGREED AS FOLLOWS:-**

**1. DEFINITIONS**

In this Assignment, the following terms shall have the following meanings unless the context otherwise requires:-

<b>Assigned IPR</b>	means the intellectual property rights set out in the Schedule;
<b>Effective Date</b>	means 31 July 2002 notwithstanding the date or dates of execution of this Assignment; and
<b>Schedule</b>	means the schedule annexed to this Assignment.

**2. ASSIGNATION**

- 2.1 In implementation of the Acquisition Agreement and for the consideration set out therein, the Assignor hereby assigns to the Assignee with effect from the Effective Date its whole right,

title and interest past, present and future in and to the Assigned IPR (with all unregistered rights and other rights pertaining thereto) and all the rights, powers, privileges and immunities conferred on the proprietor thereof together with all rights of action actual or contingent in respect of any past, existing or future infringements of the Assigned IPR.

2.2 The Assignor hereby undertakes at the request and expense of the Assignee to do all things and execute all such further documents, forms and authorisations as may (in the reasonable opinion of the Assignee) be required to vest the rights hereby assigned in the Assignee.

### 3. NO WARRANTIES

3.1 No warranty (express or implied) is given by the Assignor to the Assignee under this Assignment.

3.2 All representations, warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

### 4. AUTHORISATIONS

4.1 The Assignor hereby authorises and requests if and where appropriate any official of any country whose duty it is to register designs or patents or other evidence or forms for industrial and/or intellectual property protection, on application being made by the Assignee pursuant hereto, to issue same to the Assignee or its successors or assignees and all parties hereby agree to the change of ownership effected hereby being recorded in any relevant register.

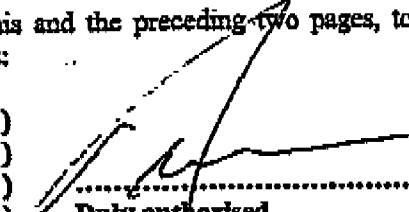
4.2 The Assignor hereby irrevocably appoints the Assignee to be its authorised attorney to do all such things and to execute all such documents in the Assignor's name and on its behalf but only insofar as may be necessary to secure that the full benefit and advantage of the rights arising hereunder are obtained by the Assignee (or where appropriate its nominee) and a letter by any director or secretary of the Assignee certifying that anything or any document has been done or executed within the authority hereby conferred shall be conclusive evidence of the same.

5. GOVERNING LAW AND JURISDICTION

This Assignment shall be governed by and construed in accordance with the laws of Scotland and the parties hereby submit to the exclusive jurisdiction of the Scottish Courts.

IN WITNESS WHEREOF these presents on this and the preceding two pages, together with the Schedule annexed hereto, are executed as follows:

SIGNED by IAN HITTIDSON  
For and on behalf of  
NEYRFOR-WEIR LIMITED  
At: EDINBURGH

)  
)   
) .....  
) **Duly authorised**

in the presence of:  
Signature of Witness I. Shanks  
Name: IAN ROBERT SHANKS  
Address: 3 CLYFFANLAS ST,  
EDINBURGH

Date: 31 July 2002

SIGNED by DAVID TRUAX  
for and on behalf of  
SMITH INTERNATIONAL, INC.  
At: EDINBURGH

)  
)   
) .....  
) **Duly authorised**

in the presence of:  
Signature of Witness Robert Ross  
Name: ROBERT ROSS  
Address: SALTIRE COURT  
20 LANTIE TERRACE  
EDINBURGH  
EH1 2EN

Date: 31 July 2002

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Status

Applicant

Application/  
Registration number

Application/  
Registration date

Country

Short Title

REDACTED AS TO  
ALL OTHER PROPERTIES

Pending

Neyrfor-Weir Limited

PCT/GIBO2/0178

15 January 2002

PCT International

Safety Sub