

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Flowserve US Inc.	12/31/2005
Flowserve Management Company	12/31/2005
IPSCO (UK) Limited	12/31/2005
Flowserve Repair & Services B.V.	12/31/2005
Flowserve Belgium N.V.	12/31/2005

RECEIVING PARTY DATA

Name:	Furmanite US GSG LLC
Street Address:	2435 N. Central Expressway
Internal Address:	Suite 700
City:	Richardson
State/Country:	TEXAS
Postal Code:	75080

PROPERTY NUMBERS Total: 5

Property Type	Number
Patent Number:	RE35116
Patent Number:	5062439
Patent Number:	5558265
Patent Number:	5735447
Patent Number:	6296006

CORRESPONDENCE DATA

Fax Number: (214)855-8200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-855-7415
 Email: smatthews@fulbright.com
 Correspondent Name: Scott Matthews

CH \$200.00 RE35116

Address Line 1: 2200 Ross Avenue
Address Line 2: Suite 2800
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:

FURMANITE REDACT US (5)

NAME OF SUBMITTER:

Scott Matthews

Total Attachments: 11

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ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY

This ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY (this "Assignment") is entered into as of December 31, 2005 by and between Flowserve US Inc., a Delaware corporation, on behalf of itself and each of the Seller Entities named in the Asset Purchase Agreement referenced below, including, without limitation, the Seller Entities known as Flowserve Management Company, a Delaware business trust, IPSCO (UK) Limited, an entity organized under the laws of England, Flowserve Repair & Services B.V., an entity organized under the laws of the Netherlands and Flowserve Belgium N.V., an entity organized under the laws of Belgium (Flowserve US Inc. and all other Seller Entities collectively referred to in this Assignment as the "Assignors") as assignors, in favor of Furmanite US GSG LLC, a Delaware limited liability company (referred to in this Assignment as the "Assignee") as assignee, with reference to the following facts and circumstances:

WHEREAS, Assignors and Assignee are parties to an Asset Purchase Agreement dated December 31, 2005 (hereinafter, the "Asset Purchase Agreement"), providing, among other things, for the sale by Assignors and the purchase by Assignee of all Intellectual Property set forth on Attachment A hereto, and all other Intellectual Property relating exclusively to the Business, including goodwill (the "Transferred Intellectual Property"); and

WHEREAS, in order to effectuate the sale and purchase of the Transferred Intellectual Property, Assignors are executing and delivering this Assignment to Assignee.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein and in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee hereby act and agree as follows:

1. Capitalized Terms. Capitalized terms used in this Assignment, including the recitals and preamble, will have the meanings set forth in the Asset Purchase Agreement.
2. Assignment. Assignors, either individually or collectively, as applicable, hereby GRANT, SELL, CONVEY, TRANSFER, ASSIGN, BARGAIN, DELIVER, and RELINQUISH exclusively unto Assignee all right, title and interest in and to the Transferred Intellectual Property, including, without limitation, all Intellectual Property listed on Attachment A attached hereto, and further including, without limitation: (i) the goodwill of the Business symbolized by the names, marks, trade dress and other indicators of source included in the Transferred Intellectual Property together with all registrations, applications for registration and common law rights in the United States and any state thereof and in any country in the world; (ii) copyrights and any copyright registrations and applications included in the Transferred Intellectual Property; and (iii) confidential and proprietary information, including trade secrets, databases and other data compilations, know-how, inventions, invention disclosures, engineering designs, specifications and documentation included in the Transferred Intellectual Property. Further, Assignors, either individually or collectively, as applicable, hereby GRANT, SELL, CONVEY, TRANSFER, ASSIGN, BARGAIN, DELIVER, and RELINQUISH exclusively unto Assignee all right, title and

Assignment and Transfer of Intellectual Property – Page 1 of 9

interest in and to any and all claims and demands Assignors have or may have either at law or in equity arising out of any past infringements or misappropriations of the Transferred Intellectual Property.

3. Further Assurances. As and when requested by Assignee from time to time, Assignors, either individually or collectively, shall execute and deliver, or cause to be executed and delivered, such documents and instruments and shall take, or cause to be taken, such further or other actions as may be reasonably necessary to carry out the purposes of this Assignment or any related provision of the Asset Purchase Agreement. Assignors hereby expressly agree that Assignee may singly, and without assistance or consent from Assignors, undertake procedures to record this Assignment in the United States Patent and Trademark Office or other applicable agency or governmental entity. Assignee shall bear all costs of filing or recording any assignment.
4. Acknowledgment of Rights. Assignors hereby acknowledge that, from and after the effective date of this Assignment, Assignee has acceded to all of Assignors' right, title, and standing to:
 - a. Receive all rights and benefits pertaining to the Transferred Intellectual Property.
 - b. Institute and prosecute all suits and proceedings and take all actions that Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim of any kind relating to any right, title, or interest assigned hereunder.
 - c. Defend and compromise any and all such actions, suits, or proceedings relating to any right, title, or interest assigned hereunder, and perform all other such acts in relation thereto as Assignee, in its sole discretion, deems advisable.
 - d. Register, maintain, renew or otherwise apply for new or continuing statutory protection for any Transferred Intellectual Property, including but without limitation, any patent, copyright, and trademark protection.
5. Waiver. Assignors hereby waive and relinquish any and all rights that they may have to any utilization of the Transferred Intellectual Property or to object to any use of the Transferred Intellectual Property by Assignee.
6. Controlling Agreement. It is contemplated that Assignors, either individually or collectively, may, at any time or from time to time, execute, acknowledge and deliver one or more separate instruments of assignment and conveyance relating to certain of the Transferred Intellectual Property. No such separate instrument of assignment or conveyance shall limit the scope and effect of this Assignment. In the event that any conflict or ambiguity exists as between this Assignment and any such separate instrument

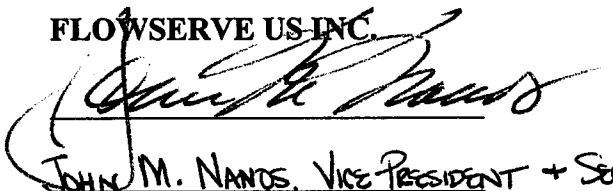
of assignment, the terms and provisions of this Assignment shall govern and be controlling.

7. Successors and Assigns. This Assignment shall bind Assignors and inure to the benefit of Assignee and its successors and assigns.
8. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
9. Descriptive Headings. The descriptive headings of the several paragraphs, subparagraphs, and clauses of this Assignment were inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

[signatures on following pages]

In testimony whereof, the parties have caused this Assignment to be executed by their duly authorized representatives.

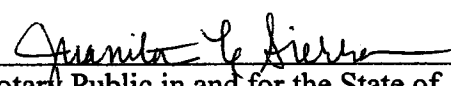
IN WITNESS WHEREOF, the undersigned Assignor hereunto set hand and seal on this 31st day of December, 2005.

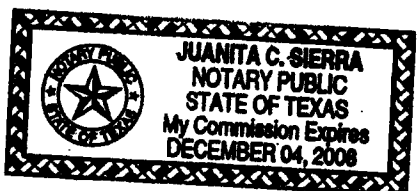
FLOWSERVE US INC.

JOHN M. NANOS, VICE PRESIDENT + SECRETARY
Printed Name and Title

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared John M. Nanos known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes therein expressed and in the capacity therein stated.

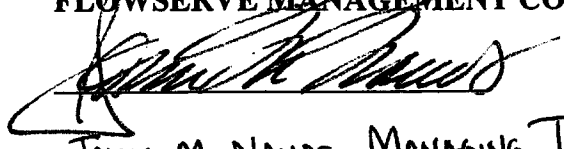
Given under my hand and seal of office this 31st day of December, 2005.


Notary Public in and for the State of Texas



IN WITNESS WHEREOF, the undersigned Assignor hereunto set hand and seal on this 31st day of December, 2005.

FLOWERVE MANAGEMENT COMPANY



JOHN M. NANDS, MANAGING TRUSTEE
Printed Name and Title

THE STATE OF TEXAS

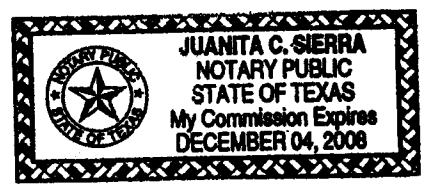
COUNTY OF DALLAS

§
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§

BEFORE ME, the undersigned authority, on this day personally appeared JOHN M. NANDS known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 31st day of December, 2005.

Juanita C. Sierra
Notary Public in and for the State of Texas



IN WITNESS WHEREOF, the undersigned Assignor hereunto set hand and seal on this 31st day of December, 2005.

IPSCO (UK) LIMITED

[Handwritten Signature]

JOHN M. NANOS, DIRECTOR
Printed Name and Title

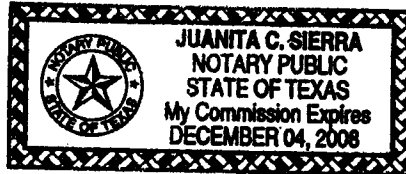
THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared JOHN M. NANOS known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 31st day of December, 2005.

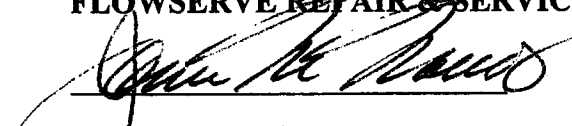
Juanita C. Sierra

Notary Public in and for the State of Texas



IN WITNESS WHEREOF, the undersigned Assignor hereunto set hand and seal on this 31st day of December, 2005.

FLOWSERVE REPAIR & SERVICES B.V.


JOHN M. NANDS, DIRECTOR
Printed Name and Title

THE STATE OF TEXAS

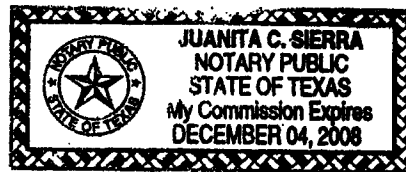
§
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COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared JOHN M. NANDS known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes therein expressed and in the capacity therein stated.

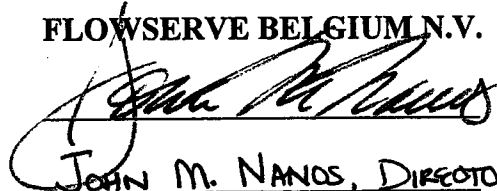
Given under my hand and seal of office this 31st day of December, 2005.

Juanita C. Sierra
Notary Public in and for the State of Texas



IN WITNESS WHEREOF, the undersigned Assignor hereunto set hand and seal on this 31st day of December, 2005.

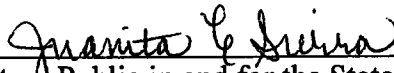
FLOWSERVE BELGIUM N.V.

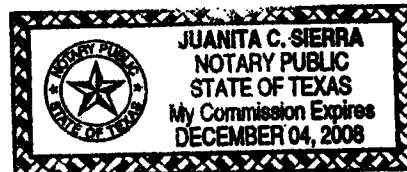

JOHN M. NANOS, DIRECTOR
Printed Name and Title

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared JOHN M. NANOS known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 31st day of December, 2005.


Notary Public in and for the State of Texas



IN WITNESS WHEREOF, the undersigned Assignee hereunto set hand and seal on this 31st day of December, 2005.

FURMANITE US GSG LLC
2435 N. Central Expressway
Suite 700
Richardson, Texas 75080

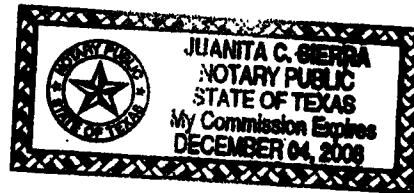
J Chick
C. Jeffery Chick, President + CEO
Printed Name and Title

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared C. Jeffery Chick known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 31st day of December, 2005.

Juanita C. Sierra
Notary Public in and for the State of Texas



ATTACHMENT A

Patents (Including Applications):

<u>Patent Number</u>	<u>Country</u>	<u>Status</u>	<u>Title</u>
RE35116	United States	Live	METHOD AND APPARATUS TO FACILITATE THE INJECTION OF SEALANT INTO A PRESSURIZED FLUID MEMBER
5,062,439	United States	Live	METHOD AND APPARATUS TO FACILITATE THE INJECTION OF SEALANT INTO A PRESSURIZED FLUID MEMBER
REDACTED			
5,558,265	United States	Live	FRICION WELDING APPARATUS
5,735,447	United States	Live	FRICION WELDING APPARATUS
6,296,006	United States	Live	SYSTEM AND METHOD FOR SEALING LEAKS IN VESSELS

REDACTED

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