

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Dresser Industries, Inc.	01/31/1999
RECEIVING PARTY DATA	
Name:	Halliburton Energy Services, Inc.
Street Address:	2601 Beltline Road
City:	Carrollton
State/Country:	TEXAS
Postal Code:	75006
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12058337
CORRESPONDENCE DATA	
Fax Number:	(972)516-0608
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	9725160030
Email:	kris@smithipservices.com
Correspondent Name:	Kristina A. Garcia
Address Line 1:	PO Box 997
Address Line 4:	Rockwall, TEXAS 75087
ATTORNEY DOCKET NUMBER:	2008-IP-010158U1USA
NAME OF SUBMITTER:	Marlin R. Smith

Total Attachments: 6
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**GENERAL INDENTURE
OF
CONVEYANCE, TRANSFER AND ASSIGNMENT
AND
ASSUMPTION OF OBLIGATIONS**

INDENTURE, made and executed effective as of the 31st day of January, 1999, between Dresser Industries, Inc., a Delaware corporation (hereinafter called "Dresser" or "Grantor"), and Halliburton Energy Services, Inc., a Delaware corporation (hereinafter called "Grantee").

W I T N E S S E T H:

WHEREAS, Dresser was acquired on September 29, 1998 by Halliburton Company, a Delaware corporation ("Halliburton") pursuant to that certain Agreement and Plan of Merger (the "Agreement") dated as of February 25, 1998 by and among Halliburton, Dresser and Halliburton N.C., Inc., a Delaware corporation, and, as a consequence thereof, Dresser is now a wholly owned subsidiary of Halliburton; and

WHEREAS, Halliburton desires to effect various changes in the ownership of certain of Dresser's assets in order to integrate them more fully into the organizational structure of Halliburton and its subsidiaries and to provide for the more efficient operation of those assets; and

WHEREAS, as a part of those changes, Halliburton desires that Dresser convey, transfer and assign the Transferred Assets (as hereinafter defined) to the Grantee, which is a wholly owned subsidiary of Dresser; and

WHEREAS, in connection with the conveyance, transfer and assignment of the Transferred Assets, Halliburton Energy Services, Inc., as the Grantee, is hereby assuming the Assumed Obligations (as hereinafter defined); and

WHEREAS, the conveyance, transfer and assignment of the Transferred Assets by Grantor to Grantee has been duly authorized in all respects as required by law by the Board of Directors of Grantor, and the assumption by Grantee of the Assumed Obligations has been duly authorized in all respects as required by law by the Board of Directors of the Grantee;

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

Pursuant to the aforementioned authority and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has conveyed, granted, bargained, sold, transferred, set over, assigned, aliened, remised, released, delivered and confirmed and by this Indenture Grantor does hereby convey, grant, bargain, sell,

transfer, set over, assign, alien, remise, release, deliver and confirm unto Grantee, its successors and assigns forever, all of Grantee's right, title and interest in and to the Transferred Assets.

TO HAVE AND TO HOLD said Transferred Assets, with all the appurtenances thereto, unto Grantee, its successors and assigns, and for its and their use forever.

For the purposes of this General Indenture of Conveyance, Transfer and Assignment and Assumption of Obligations, the term "Transferred Assets" shall mean all those assets, properties and business owned by Grantor of every kind and nature, real, personal or mixed, tangible and intangible, and wherever situated, including all claims and rights under contracts of Grantor now owned by Grantor and to which Grantor is now entitled, all sums held by it or by its account and all books and records relating thereto (other than corporate minute and stock books), including, without limitation, all the following:

(1) All general corporate assets, properties and business that are not related to a group or division of Dresser:

(2) all the assets, properties and business of the Energy Group, including without limitation:

(a) All the assets, properties and business of the Baroid Drilling Fluids Division;

(b) all the assets, properties and business of the Dresser Oil Tools Division;

(c) all the assets, properties and business of the Security DBS Division;

(d) all the assets, properties and business of the Dresser Wheatley Division;

(e) all the assets, properties and business of the Metals Division; and

(f) all the assets, properties and business of the Sperry-Sun Division; and

(3) all the capital stock of Dresser Corporation;

SAVE AND EXCEPT that there shall be expressly excluded from the definition of Transferred Assets:

(1) All those assets, properties and business of the Dresser Equipment Group, including without limitation all the following:

(a) all the assets, properties and business of the DMD Division;

(b) all the assets, properties and business of the Roots Division;

(c) all the assets, properties and business of the Waukesha Engine Division;

- (d) all the assets, properties and business of the Valve Division;
 - (e) all the assets, properties and business of the Instrument Division;
 - (f) all the assets, properties and business of the Wayne Division; and
- (2) all the capital stock of Dresser's subsidiaries, other than Dresser Corporation; and
 - (3) all Dresser's interests, both debt and equity, in the Dresser-Rand Company Partnership and the Ingersoll-Dresser Pump Company Partnership.

AND THE PARTIES HERETO FURTHER MUTUALLY COVENANT AND AGREE AS FOLLOWS:

I. With respect to the Transferred Assets:

1. Grantor hereby irrevocably constitutes and appoints Grantee, its successors and assigns the true and lawful attorneys of Grantor, with full power of substitution, in the name of Grantee or in the name of Grantor but on behalf of and for the benefit of Grantee, to collect for the account of Grantee all receivables and other sums to be transferred to Grantee as provided herein; to endorse checks received in connection therewith; institute and prosecute, in the name of Grantor or otherwise, all proceedings that Grantee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in and to the assets and the business to be conveyed, transferred and delivered hereunder; to defend and compromise any and all actions, suits or proceedings in respect of any thereof; and to do all such acts and things in relation thereto as Grantee shall deem advisable. Grantor agrees that the foregoing powers are coupled with an interest and shall be irrevocable by Grantor or by its dissolution or in any manner or for any reason. Grantor further agrees that Grantee shall retain for its own account any amounts collected pursuant to the foregoing powers, including any sums payable as interest in respect thereof, and Grantor agrees to pay to Grantee, when received, any amounts that shall be received by Grantor in respect of any receivables or other assets or property to be sold to Grantee as provided herein.

2. Grantor covenants and agrees with Grantee that Grantor, its successors and assigns shall execute, acknowledge and deliver such other instruments of conveyance and transfer and take such other action as may reasonably be required more effectively to convey, transfer to and vest in Grantee, its successors and assigns, and to put Grantee, its successors and assigns in possession of any property conveyed, transferred and delivered hereunder, and, in the case of contracts that cannot be transferred effectively without the consent of third parties, to use its best efforts, subject to any waiver by Grantee or on its behalf by an affiliate thereof, to obtain such consents and to take such other action as may be reasonably necessary to assure to Grantee, its successors and assigns all rights and benefits thereof.

3. The books and records of the Grantor delivered to the Grantee as herein provided shall be made available for reasonable inspection by the Grantor during normal business hours, and the Grantor shall be permitted to make extracts therefrom or copies thereof.

II. With respect to the Assumed Obligations:

1. The Grantee hereby assumes, from and after the date hereof, and hereby covenants and agrees with Dresser Industries, Inc. to pay in due course, perform and discharge the Assumed Obligations.

2. For purposes of this Indenture, the term Assumed Obligations shall mean (i) the indebtedness of Dresser existing as of the date hereof as the same may hereafter be extended, modified or refinanced owing to Dresser Corporation, a Nevada corporation and a wholly owned subsidiary of Dresser and (ii) all those debts and obligations, whether arising out of contract, tort or otherwise, and whether absolute or contingent, disclosed or undisclosed, existing or inchoate as of the date hereof of Dresser that relate to the assets, properties or business of the Energy Group that are being conveyed, transferred and assigned to Grantee as of the effective date hereof pursuant to this Indenture and (iii) all those debts, liabilities and obligations of Dresser, whether arising out of contract, tort or otherwise, and whether absolute or contingent, disclosed or undisclosed, existing or inchoate as of the date hereof of Dresser, that relate to any assets, properties or business of Dresser other than those of the Dresser Equipment Group. The Assumed Obligations shall include without limitation the following:

(a) _____ in aggregate principal amount of _____ Guaranteed Senior Notes Due 2003 of Baroid Corporation issued pursuant to an Indenture dated as of April 22, 1993 between Baroid Corporation and Texas Commerce Bank National Association (now Chase Bank of Texas, National Association), as Trustee, as supplemented by the First Supplemental Indenture dated as of August 4, 1994 among Baroid Corporation, Dresser and the Trustee, the Second Supplemental Indenture dated as of October 30, 1997 between Dresser and the Trustee and the Third Supplemental Indenture dated as of September 29, 1998 among Dresser, Halliburton and the Trustee; and

(b) _____ in aggregate principal amount of _____ Notes Due June 2000 of Dresser issued pursuant to an Indenture dated as of June 1, 1993 between Dresser and NationsBank of Texas, National Association, as Trustee; and

(c) _____ in aggregate principal amount of _____ Debentures Due August 2096 of Dresser issued pursuant to an Indenture dated as of April 18, 1996 between Dresser and Texas Commerce Bank National Association (now Chase Bank of Texas, National Association), as Trustee, as supplemented by the First Supplemental Indenture dated as of August 6, 1996 between Dresser and the Trustee.

Notwithstanding the foregoing, the Assumed Obligations shall not include (i) the indebtedness of Dresser existing as of the date hereof owing to Dresser Holding, Inc., a Delaware corporation and

a wholly owned subsidiary of Dresser. (ii) any liabilities or obligations of Dresser that relate to the assets, properties or business of Dresser Equipment Group.

III. In general:

1. This Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts together shall constitute but one and the same instrument.

2. This Indenture may not be assigned by either of the parties hereto except upon the prior written consent of the other party hereto.

3. Nothing in this Indenture, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm or corporation, other than the parties hereto and their respective successors or assigns, any right or remedy under or by reason of this Indenture or any term, covenant or condition thereof, and all the terms, covenants, conditions, promises and agreements in this Indenture contained shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this indenture to be executed in their respective corporate names by their respective Presidents or one of their respective Vice Presidents and by their respective Secretaries or Assistant Secretaries as of the day and year first above written.

DRESSER INDUSTRIES, INC.

By: _____

David J. Lesar

Executive Vice President

ATTEST: _____

John M. Allen

Assistant Secretary

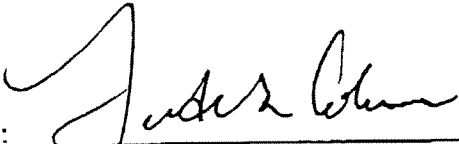


GRANTOR

PATENT

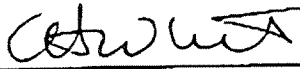
REEL: 020721 FRAME: 0706

HALLIBURTON ENERGY SERVICES, INC.

By: 
Lester L. Coleman
Vice President



ATTEST:


Secretary

GRANTEE