

Form PTO-1595 (Rev. 03-09)  
OMB No. 0651-0027 (exp. 03/31/2009)

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

### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

VARCO I/P Inc.  
NDT Systems & Services (America) Inc.

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

**2. Name and address of receiving party(ies)**

Name: NDT Systems & Services AG

Internal Address: \_\_\_\_\_

Street Address: Friedrich-List-Straße 1

City: Stutensee

State: \_\_\_\_\_

Country: Germany Zip: 76297

Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) 2008/09/09; 2009/05/28

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

**4. Application or patent number(s):**

This document is being filed together with a new application.

A. Patent Application No. (s)

B. Patent No.(s)

6,370,721

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: NDT Systems & Services (America) Inc.

Internal Address: Ms. Kelly Keyes

Street Address: 2835 Holmes Road

City: Houston

State: Texas Zip: 77051

Phone Number: 713 799 5383

Fax Number: 713 799 8119

Email Address: Kelly.Keyes@ndt-global.com

**6. Total number of applications and patents involved: 1****7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00**

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

*Mitchell*  
Signature

2010/01/20

Date

Mrs. Gudrun Mitchell

Name of Person Signing

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

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

OP \$40.00 6370721

**PATENT ASSIGNMENT**

This PATENT ASSIGNMENT (the "Assignment") is made effective as of September 9, 2008, by and between Varco I/P, Inc., a corporation existing under the laws of the State of Delaware (the "Assignor"), and NDT Systems & Services (America) Inc., a corporation existing under the laws of the State of Delaware (the "Assignee") (collectively, the Assignor and the Assignee are referred to herein as the "Parties").

**WITNESSETH:**

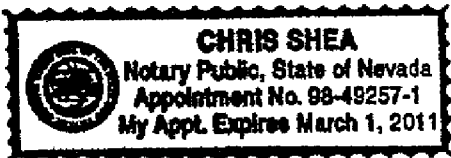
The Assignor is the owner of the entire right, title and interest in and to certain patents and patent applications listed on Schedule 1, Schedule 2 and Schedule 3 annexed hereto (collectively referred to as the "Patents"), and the Assignee is desirous of acquiring all right, title and interest in and to the Patents and related intellectual property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, convey, assign, transfer, and set over to the Assignee the entire right, title and interest in and to the Patents throughout the world and the inventions and designs covered thereby, including the right to claim priority and the right to any continuation, division, continuation-in-part or substitute application thereof and the right to any renewal, reissue, restoration, extension or reexamination of any patent thereof, together with all claims by the Assignor for damages and other recoveries by reason of past infringements of the Patents with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and legal representatives, to the end of the terms for which the Patents have been or will be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made.

The Assignor agrees that when requested by the Assignee it will, at the sole cost of the Assignee, execute all documents necessary or desirable to properly vest full right, title and interest in and to the Patents throughout the world in the name of the Assignee or which, in the sole judgment of the Assignee, may be necessary to obtain, maintain, issue or enforce said Patents.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor has caused this Patent Assignment to be executed and delivered, and Assignee accepts this Assignment executed and delivered, as of September 8, 2008.



VARCO IP, INC.

By: [Signature]  
Name: Kristine Eppes  
Title: President/Secretary

STATE OF NEVADA §  
COUNTY OF CLARK §

On this 8<sup>th</sup> day of September, 2008, before me, a Notary Public in and for the State and County aforesaid, personally appeared KRISTINE EPPES, the PRES/SECR. of VARCO IP, INC., known by me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated.

[Signature]  
Notary Public in and for the State of NV

My Commission Expires: 3-1-2011

NDT SYSTEMS & SERVICES  
(AMERICA) INC.

By: [Signature]  
Name: Alfred Barbian  
Title: Chief Executive Officer

STATE OF Texas  
COUNTY OF Harris     §  
   §  
   §

On this 9th day of September, 2008, before me, a Notary Public in and for the State and County aforesaid, personally appeared Alfred Barbian the CEO of NDT SYSTEMS & SERVICES (AMERICA) INC., known by me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated.



[Signature: Donna K. Smith]  
Notary Public in and for the State of Texas  
My Commission Expires: 3/24/2009

## SCHEDULE 3

## 1. Patents:

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Title</u>
United States	6,370,721	April 16, 2002	Variable Speed Pig for Pipeline Applications
Canada	2423299		Variable Speed Pig for Pipeline Applications
United Kingdom	2386661	September 24, 2003	Variable Speed Pig for Pipeline Applications
Germany	10196736	August 28, 2003	Variable Speed Pig for Pipeline Applications

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## PATENT ASSIGNMENT

This PATENT ASSIGNMENT (the "Assignment") is made effective as of May 28, 2009, by and between NDT Systems & Services (America) Inc., a corporation existing under the laws of the State of Delaware (the "Assignor") and NDT Systems & Services AG, a corporation existing under the laws of Germany (the "Assignee") (collectively, the Assignor and the Assignee are referred to herein as the "Parties").

### WITNESSETH:

The Assignor is the owner of the entire right, title and interest in and to certain patents and patent applications listed on Schedule 1 , Schedule 2 and Schedule 3 annexed hereto (collectively referred to as the "Patents"), and the Assignee is desirous of acquiring all right, title and interest in and to the Patents and related intellectual property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, convey, assign, transfer, and set over to the Assignee the entire right, title and interest in and to the Patents throughout the world and the inventions and designs covered thereby, including the right to claim priority and the right to any continuation, division, continuation-in-part or substitute application thereof and the right to any renewal, reissue, restoration, extension or reexamination of any patent thereof, together with all claims by the Assignor for damages and other recoveries by reason of past infringements of the Patents with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and legal representatives, to the end of the terms for which the Patents have been and will be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made.

The Assignor agrees that when requested by the Assignee it will, at the sole cost of the Assignee, execute all documents necessary or desirable to properly vest full right, title and interest in and to the Patents throughout the world in the name of the Assignee or which, in the sole judgement of the Assignee, may be necessary to obtain, maintain, issue or enforce said Patents.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor has caused this Patent Assignment to be executed and delivered, and Assignee accepts this Assignment executed and delivered, as of May 28 2009.

NDT SYSTEMS & SERVICES (AMERICA) INC.

By: [Signature]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF Texas §

COUNTRY OF HARRIS §

On this 28 day of May, 2009, before me, a Notary Public in and for the State and County aforesaid, personally appeared ALFRED BARBIM the CEO of NDT SYSTEMS & SERVICES (AMERICA) INC., known by me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated.



Kelly Robin Keyes

Notary Public in and for the State of TX

My Commission Expires: 4-25-2011

NDT SYSTEMS & SERVICES AG

By: [Signature]

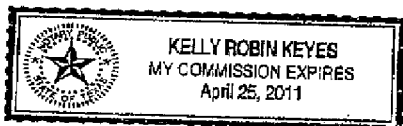
Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF Texas §

COUNTRY OF Harris §

On this 28 day of May, 2009, before me, a Notary Public in and for the State and County aforesaid, personally appeared ALFRED BARBIN the CEO of NDT SYSTEMS & SERVICES AG, known by me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated.



Kelly Robin Keyes  
Notary Public in and for the State of Texas

My Commission Expires: 4-25-2011



## SCHEDULE 3

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