

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

**RECORDATION FORM COVER SHEET
TRADEMARKS 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):

FMC Corporation

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) May 31, 2001

- Assignment
- Security Agreement
- Other Trademark License Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: FMC Technologies, Inc.

Internal

Address: James T. Sullivan

Street Address: 1803 Gears Road

City: Houston

State: Texas

Country: USA Zip: 77067

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1540121, 1180842, 1095761, 1095700, 1055496, 1095676, 1038066, 0988878

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

FMC
FMC (logo)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James T. Sullivan

Internal Address: FMC Technologies, Inc.

Street Address: 1803 Gears Road

City: Houston

State: Texas Zip: 77067

Phone Number: 281 591 4382

Fax Number: 281 591 4422

Email Address: jamest.sullivan@fmcti.com

6. Total number of applications and registrations involved:

22

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215.00


- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 9814
Expiration Date 08/07

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:


Signature

April 19, 2006

Date

James T. Sullivan

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 12

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, VA 22313-1450

OP \$215.00 1540121

TRADEMARK LICENSE AGREEMENT

This **TRADEMARK LICENSE AGREEMENT**, dated as of May 31, 2001, is made by and between **FMC CORPORATION**, a Delaware corporation ("Corporation"), and **FMC TECHNOLOGIES, INC.** a Delaware corporation ("Technologies").

ARTICLE I

BACKGROUND

1.1 Corporation has applied for or obtained registration of and/or other rights in and to certain marks and names including, without limitation, the FMC Logo (as defined below).

1.2 Pursuant to the Separation and Distribution Agreement between Corporation and Technologies of even date herewith, Corporation has contributed, transferred and conveyed to Technologies certain of Corporation's assets, and Technologies has assumed certain of Corporation's liabilities. Among these assets title to and ownership of certain marks and other names in connection with Technologies Businesses (as defined below) have been transferred to Technologies. As a result of such transactions, after the date hereof, Technologies will operate separately from Corporation.

1.3 As set forth more specifically in this Agreement, Corporation and Technologies have agreed that:

- (a) Corporation shall retain ownership of the FMC Logo;
- (b) Technologies shall have an exclusive license to use the FMC Logo for its current businesses and for all machinery businesses and associated services;
- (c) Corporation shall have exclusive use of the FMC Logo for its current businesses and for all chemical businesses and associated services;
- (d) Technologies may request Corporation's consent to use the FMC Logo outside the machinery field, such consent not to be unreasonably withheld; it being agreed that confusion, dilution and disparagement would be reasonable grounds for withholding such consent.;
- (e) Technologies will own the derivative names comprised of the FMC Logo and another word or phrase used in its current business; and,
- (f) Technologies or Corporation may develop, use and own other derivatives for use in its respective business activities, including those areas outside the exclusive use areas of either party, provided that it first notifies the other. Neither party shall develop or use a derivative containing two syllables identical to or phonetically similar to a derivative of the other party.

ARTICLE II

DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

2.1 "Action" means any demand, action, lawsuit, countersuit, arbitration, inquiry, proceeding or investigation by or before any Governmental Authority or any arbitration or mediation tribunal.

2.2 "Additional Derivatives" means the marks and names comprised of "FMC" plus a word, number, mark, term or other designation as further set forth in Section 5.2.

2.3 "Corporation Business" means all goods and services sold, leased or otherwise distributed or provided by Corporation and its subsidiaries and affiliates as of the date of this Agreement and all other chemicals and associated services that Corporation may sell, lease or otherwise distribute in the future.

2.4 "FMC Logo" means all trademarks, service marks, and trade names that consist of only the term "FMC," including stylized versions thereof, and which do not contain any other words or logos in combination therewith, including, without limitation, those listed on the attached Schedule A.

2.5 "FMC Derivatives" means marks and names comprised of FMC plus a word, number, mark, term or other designation, in use by Corporation as of the Effective Date of this Agreement and including any Additional Derivative that meet the conditions of section 5.2, but excluding the Technologies Derivatives.

2.6 "Governmental Authority" means any federal, state, local, foreign or international court, government, department, commission, board, bureau or agency, or any other regulatory, administrative or governmental authority, including the NYSE.

2.7 "Indemnifiable Losses" means all Losses suffered (and not actually reimbursed by insurance proceeds) by an Indemnitee, including any reasonable out-of-pocket fees, costs or expenses of enforcing any indemnity hereunder; provided that "Indemnifiable Losses" shall not include: (i) any special, indirect, incidental, punitive or consequential damages whatsoever of any Indemnitee, including, without limitation, damages for lost profits and lost business opportunities, arising in connection with any Action other than any Action by any Person (including, without limitation, any Governmental Authority) who is not a party to this Agreement or an affiliate or subsidiary of such a party; or (ii) any such Losses caused by, resulting from or arising out of the gross negligence, willful misconduct or fraud of such Indemnitee.

2.8 "Indemnitee" means a Person who or which may seek indemnification under this Agreement.

2.9 "Losses" means losses, liabilities, damages, claims, demands, judgments, fines, penalties, obligations, payments, costs, fees, expenses, Actions or settlements of any nature or kind, including all reasonable out-of-pocket costs, fees and expenses (legal, accounting or otherwise as such costs are incurred) relating thereto.

2.10 "Person" means an individual, a partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization or a government or any department or agency thereof.

2.11 "Technologies Business" means all goods and services sold, leased or otherwise distributed or provided by Technologies and its subsidiaries and affiliates and not sold, leased or otherwise distributed or provided by Corporation as of the date of this Agreement and all other machinery and associated services that Technologies may sell, lease or otherwise distribute in the future.

2.12 "Technologies Derivatives" means the marks and names comprised of "FMC" plus a word, number, mark, term or designation in use by Technologies as of the Effective Date of this Agreement and including any Additional Derivative that meet the conditions of section 5.2, but excluding the FMC Derivatives,

2.13 "Trademarks" means all marks and names, including, without limitation, trademarks, service marks, domain names, trade names, collective marks, design marks, logos, trade dress, and corporate names, together with all translations, adaptations, derivations, and combinations thereof, including, without limitation, registered and unregistered marks and all applications, registrations, and renewals in connection with the marks, and all other devices protected under the laws of any country or political entity.

2.14 "Trademark Actions" means any and all actions pertaining to the acquisition and maintenance of Trademark protection, including but not limited to applying for Trademark registration (and/or other means of statutory and non-statutory protection) and renewal, registering users, prosecuting Trademark applications, obtaining and granting consents, and asserting rights against and reaching settlements with third parties, and bringing and defending against oppositions, infringements and dilutions.

ARTICLE III

GRANT OF LICENSE

3.1 Grant of License. Corporation hereby licenses Technologies, on a perpetual, exclusive, worldwide, royalty-free basis, (a) use of the FMC Logo for the Technologies Business without restriction; and (b) use of the FMC Logo in the Technologies Derivatives.

ARTICLE IV

DURATION

4.1 Duration. This Agreement shall commence on the date hereof and continue in perpetuity in full force until terminated by Technologies or unless sooner terminated as provided in this Agreement.

ARTICLE V

ADDITIONAL USES

5.1 Additional Uses of FMC Logo.

(a) Technologies Notice. If Technologies seeks to use the FMC Logo outside the Technologies Business, excluding any use encompassed by the Corporation Business, it shall request of Corporation in writing that the proposed use of the FMC Logo be permitted under this Agreement.

(b) Acceptance. If Corporation does not object in writing within thirty (30) days after its receipt of such notice, Corporation shall be deemed to consent to such use of the FMC Logo as a permitted use for purposes of this Agreement.

(c) Objection. If Corporation objects in writing, it shall provide in reasonable detail its explanation and its consent shall not unreasonably withheld, it being agreed that confusion, dilution and disparagement would be reasonable grounds for withholding such consent.

(d) Resolution. Technologies shall not use the FMC Logo for any use to which Corporation has objected in accordance with Section 5.1(c). In response to any such objection by Corporation, Technologies may, at its option, use a Technologies Derivative in connection with such use, notify Corporation of a proposed Additional Technologies Derivative in connection with such use, or if Technologies still seeks to use the FMC Logo in connection with such use, it shall proceed in accordance with Section 12.9.

5.2 Additional Derivatives

(a) Notice. If Technologies seeks to establish a new Technologies Derivative or if Corporation seeks to establish a new FMC Derivative, it shall so notify the other party in writing that it has a good faith present intention to develop, use, and own such Additional Derivative. Neither party shall develop or use a derivative containing two syllables identical to or phonetically similar to a derivative of the other party.

ARTICLE VI

USAGE

6.1 Acknowledgement; Limitation on Use by Technologies.

(a) Technologies acknowledges Corporation's ownership of the FMC Logo and the FMC Derivatives.

(b) Technologies shall not acquire or claim any right, title or interest in or to the FMC Logo and the FMC Derivatives; or take any action that would impinge on Corporation's ownership of the FMC Logo and the FMC Derivatives including, without limitation, pledging the FMC Logo as collateral in any financing transaction.

(c) Technologies shall use the FMC Logo only in compliance with this Agreement and all materially applicable Trademark usage laws.

(d) In no event shall Technologies use any FMC Derivative.

6.2 Acknowledgement; Limitation on Use by Corporation.

(a) Corporation acknowledges Technologies' ownership of the Technologies Derivatives.

(b) Corporation shall not take any action that would impinge on Technologies' right to use any Technologies Derivative.

(b) In no event shall Corporation use any Technologies Derivative.

ARTICLE VII

TRADEMARK MAINTENANCE, PROTECTION AND DEFENSE

7.1 Technologies Derivatives.

(a) Technologies shall have the sole and exclusive right (but not the obligation), in its sole discretion, to determine whether to take, defend, and fully control all Trademark Actions at its own expense with regard to the Technologies Derivatives, and any and all recoveries resulting from such actions by Technologies shall be retained by Technologies.

(b) Corporation shall transfer to Technologies all its records, documents and files regarding any Technologies Derivative.

7.2 FMC Logo.

(a) Corporation shall have the sole and exclusive right (but not the obligation) in its sole discretion, to take, defend, and fully control all Trademark Actions with regard to the FMC

Logo and FMC Derivatives. Notwithstanding the foregoing, Corporation shall have the obligation to register and maintain the FMC Logo. Technologies shall, at its own cost and expense, reasonably cooperate in Trademark Actions of Corporation in connection with the FMC Logo including, without limitation, providing evidence of use, informing Corporation of any misuse or infringement of the FMC Logo that comes to Technologies' attention, and otherwise assisting Corporation as reasonably requested in support of Trademark Actions. If Corporation declines to take such action with respect to the FMC Logo, Corporation shall so notify Technologies at the earliest possible date and Technologies shall have the right (but not the obligation), in its sole discretion, to take such action at its own expense, and any and all recoveries from such actions by Technologies shall be retained by Technologies.

(b) Subject to Section 7.2(a), Technologies shall have the right to participate and be represented in any Trademark Action involving rights or interests of Technologies by its own counsel at its own expense. Corporation shall not settle any Trademark Action involving rights of Technologies without obtaining the prior written consent of Technologies, which consent shall not be unreasonably withheld, nor shall Technologies settle any such suit involving rights of Corporation without Corporation's prior written consent.

7.3 Cooperation and Costs.

(a) At the request of the party taking any Trademark Action, the other party shall, at the expense of the party taking any Trademark Action, provide any materials, cooperation and assistance as may be reasonably required to assist the party taking the Trademark Action and join any such action as a necessary and indispensable party if so required.

(b) Except as otherwise specifically set forth in this Agreement, each party shall bear its own costs in connection with its Trademarks and derivatives.

ARTICLE VIII

QUALITY CONTROL

8.1 Quality Control. Technologies shall only use the FMC Logo in connection with goods and services that meet or exceed the quality standards of Technologies as of the date of this Agreement and such other quality standards as the parties may from time to time agree to in writing. In order to ensure continuing quality control, Technologies shall as reasonably requested by Corporation, provide Corporation with representative samples of or access to the goods and information about the services in connection with which Technologies uses the FMC Logo.

ARTICLE IX

TERMINATION

9.1 Termination. Either party may terminate this Agreement at any time by giving written notice to the other party, which notice shall be effective upon receipt, if the other party files or has filed against it a petition of any type as to its bankruptcy, receivership, or liquidation or makes an assignment for the benefit of its creditors, provided, however, for purposes of this

Section 9.1, the sale of all or substantially all of the assets of either Corporation or Technologies, whether in one or in a series of related or unrelated transactions, shall not be deemed to be a liquidation.

9.2 Effect of Termination. Upon termination of this Agreement, the license granted herein shall terminate and Technologies shall immediately: discontinue use of and remove the FMC Logo from all signs, stationery, equipment, packaging, commercial registers and directories, telephone directories, and similar materials and listings; and terminate all licenses or sublicenses granted by Technologies with respect to the FMC Logo. Termination, however, shall have no effect on the ownership or use of the Technologies Derivatives.

9.3 After Termination. If Technologies or its sublicensees have acquired any right, title or interest in and to the FMC Logo, Technologies shall, within thirty (30) days of the termination of this Agreement, take all necessary actions to assign and/or have its sublicensees assign to Corporation without charge to Corporation, any rights it may have obtained in the FMC Logo.

ARTICLE X

DISPOSITION OF FMC NAME

10.1 Technologies Option. Should Corporation wish to offer, transfer or abandon or otherwise dispose of all of its rights in the FMC Logo, it shall first notify Technologies and Technologies shall have the right (but not the obligation) to acquire the FMC Logo and Trademark, any registrations and applications therefor, and all title, rights, and interest in and to the FMC Logo and Trademark worldwide and all goodwill associated with the FMC Logo and Trademark worldwide at the cost of transfer of any and all registrations and applications in favor of Technologies, which shall bear all associated costs.

ARTICLE XI

INDEMNIFICATION

11.1 Indemnification by Corporation. Notwithstanding anything in this Agreement to the contrary, Corporation shall defend, indemnify and hold harmless Technologies and its subsidiaries and affiliates, and their officers, directors, stockholders, employees and agents from any and all Indemnifiable Losses caused by any acts or omissions of Corporation and its affiliates, subsidiaries, and their respective directors, officers, employees, sublicensees, appointees, legal representatives and agents alleging infringement or misappropriation arising out of Corporation's use of the FMC Logo or any FMC Derivative in the operation of its business.

11.2 Indemnification by Technologies. Notwithstanding anything in this Agreement to the contrary, Technologies shall defend, indemnify and hold harmless Corporation from any and all Indemnifiable Losses caused by any acts or omissions of Technologies and its affiliates, subsidiaries, directors, officers, employees, sublicenses, appointees, legal representatives and

agents alleging infringement or misappropriation arising out of Technologies' use of the FMC Logo or any Technologies Derivative in the operation of its business.

ARTICLE XII

MISCELLANEOUS

12.1 Notices. All notices, requests, claims, demands and other communications given or made under this Agreement shall be in writing and shall be given by (and shall be deemed to have been duly given upon receipt) delivery in person, by standard form of telecommunications, by courier, or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Corporation:

Prior to the Distribution:

FMC Corporation
200 East Randolph Drive
Chicago, Illinois 60601
Attention: General Counsel
Fax: (312) 861-6176

After the Distribution:

FMC Corporation
1735 Market Street
Philadelphia, Pennsylvania 19103
Attention: General Counsel
Fax: (215) 299-5999

If to Technologies:

FMC Technologies, Inc.
200 East Randolph Drive
Chicago, Illinois 60601
Attention: General Counsel
Fax: (312) 861-6176

or to such other address as any party hereto may have furnished to the other parties by a notice in writing in accordance with this Section 12.1.

12.2 Waiver. A waiver of a breach of any of the provisions of this Agreement shall not be deemed a waiver of any other breach of the same or any other provision of this Agreement.

12.3 Sublicense and Assignment. Technologies may assign or sublicense the rights granted together with the obligations imposed by this Agreement so long as the assignee or sublicensee is bound by the terms and conditions of this Agreement with respect to such rights and obligations. No Technologies sublicensee shall be a third party beneficiary of this Agreement and Technologies' obligations under Article XI of this Agreement shall apply to any and all claims, losses, demands, suits or liability, and costs and expenses, including, without limitation, reasonable attorneys costs, expenses or fees, caused by such sublicensee against Corporation. Any other purported sublicense or assignment by Technologies shall be void and ineffective.

12.4 Recordal. If it becomes necessary or desirable to obtain approval and/or recordal of this Agreement by governmental authorities, Technologies shall pay all reasonable expenses thereby required and reasonably cooperate with Corporation in obtaining such approval and/or recordal, including execution of separate agreements for recordal, if deemed desirable.

12.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of laws.

12.6 Headings. The headings to the Articles, Sections and subsections contained herein are for identification purposes only and are not to be construed as part of this Agreement.

12.7 Counterparts. This Agreement may be executed in two or more counterparts, any one of which need not contain the signatures of more than one party, but all of which, taken together, shall constitute one and the same agreement.

12.8 Retained Rights. The license rights granted herein shall be deemed licenses of "intellectual property" for purposes of the United States Code, Title 11, Section 365(n). In the event of Corporation's bankruptcy and a subsequent rejection or disclaimer of this Agreement by a bankruptcy trustee or by Corporation as a debtor-in-possession, whether under the law of the United States or elsewhere, or in the event of a similar action under the applicable law, Technologies may elect to retain its license rights, subject to and in accordance with the provisions of the United States Code, Title 11, Section 365(n) or other applicable law. In the event of Technologies' bankruptcy and a subsequent rejection or disclaimer of this Agreement by a bankruptcy trustee or by Technologies as a debtor-in-possession, whether under the law of the United States or elsewhere, or in the event of a similar action under the applicable law, Corporation may elect to terminate the license rights, subject to and in accordance with the provisions of the United States Code, Title 11, Section 365(n) or other applicable law.

12.9 Dispute Resolution. Both parties shall work in good faith to resolve disputes and avoid confusion. In the event of any dispute or disagreement between Corporation and Technologies as to the interpretation of any provision of this Agreement (or the performance of obligations hereunder), the dispute, upon written request of Corporation or Technologies, shall be referred to representatives of the parties for decision, each party being represented by its Chief Executive Officer. The Chief Executive Officers shall promptly meet in a good faith effort to resolve the dispute or a means to resolve the dispute. If the Chief Executive Officers do not agree upon a decision within thirty (30) days after reference of the matter to them, each of Corporation and Technologies shall be free to exercise all rights and remedies available to them.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound by this Agreement have caused this Agreement to be executed by their duly authorized representatives.

FMC TECHNOLOGIES, INC.

By: Randall S. Ill
Its: VP & CIO

FMC CORPORATION

By: William Wall
Its: Executive V.P.

SCHEDULE A



FMC