

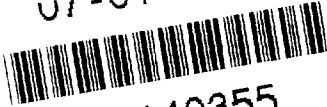


06-19-2002

U.S. Patent & TMOfo/TM Mail Rcpt. Dt. #40

Handwritten mark resembling a 'D' or '0' in a circle.

07-01-2002



102140355

OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Bently Nevada Corporation,
a Nevada Corporation **6-19-02**

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

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

2. Name and address of receiving party(ies)
Name: BN Corporation, LLC
Internal
Address: 1631 Bently Parkway South
Street Address: 1631 Bently Parkway South
City: Minden State: NV Zip: 89423

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other a Delaware limited liability company

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

TRADEMARK RECEIVED
2002 JUN 19 P 1:23
U.S. PATENT & TRADEMARK OFFICE

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

Execution Date: April 30, 2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____
 B. Trademark Registration No.(s) 1,640,323;
1,711,377; 1,717,691; and 1,775,067

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Tara A. Plimpton
 Internal Address: 1631 Bently Parkway South
Minden, Nevada 89423
 Street Address: 1631 Bently Parkway South
 City: Minden State: NV Zip: 89423

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00
 Enclosed
 Authorized to be charged to deposit account
Any Deficiency in the Enclosed.

8. Deposit account number:
502050

DO NOT USE THIS SPACE

9. Signature.
Tara A. Plimpton [Signature] June 10, 2002
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 10

06/28/2002 DBYRNE 00000011 1640323

01 FC:481 40.00 OP
02 FC:482 75.00 OP

All documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Assignment**") is made as of 24 January 2002 by Bently Nevada Corporation, a Nevada corporation ("**Assignor**"), to BN Corporation, a Delaware limited liability company, ("**Assignee**").

RECITALS

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title, and interest in and to certain trademarks and trademark registrations, and specifically, one of which is U.S. Registration No. **1,640,323**, granted **April 9, 1991** for the trademark "**VELOMITOR**" (the "**Trademark**"), together with the goodwill associated therewith.

WHEREAS, Assignee desires to acquire all of Assignor's right, title, and interest in and to certain trademarks and trademark registrations, and specifically, one of which is U.S. Registration No. **1,640,323**, granted **April 9, 1991** for the trademark "**VELOMITOR**" (the "**Trademark**"), together with the goodwill associated therewith.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, other good and valuable consideration, and the mutual covenants and agreements contained in this Assignment, the receipt of all of which is hereby acknowledged, Assignor agrees as follows:

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Trademark, including, without limitation, all registrations and applications therefor and the right to apply for and register the Trademark, in the United States of America and all foreign countries, together with the goodwill pertaining thereto, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income and royalties now or hereafter due or payable with respect to the Trademark and any and all claims, damages, losses, liabilities and expenses (including reasonable expenses of investigation and reasonable attorneys' fees and expenses in connection with any action, suit or proceeding) ("**Damages**") by reason of past infringements of the Trademark, along with the right to sue for and collect such Damages for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and, in the case of any trademark registrations, or applications therefor, made or filed with any office of any country or countries foreign to the United States, any officer of such country whose duty it is to issue trademarks or other evidence or forms of intellectual property protection or applications as aforesaid, to record Assignee as the assignee of all of Assignor's right, title and interest in and to the Trademark in accordance with the terms of this instrument.

3. Assignor agrees to assist Assignee in every legal way to evidence, record and perfect the assignment of Trademarks described in the Recitals above and to apply for and obtain recordation of, and from time to time enforce, maintain and defend, the Trademark.


4. This Assignment is made and entered into pursuant to a Purchase Agreement and is subject to the terms and conditions thereof. Assignor makes no representations or warranties regarding this Assignment (or the subject matter hereof) other than as set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the Purchase Agreement and this Assignment, the Purchase Agreement shall control.

5. The effective date of this Assignment is 24 January 2002.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date first written below.

Dated: April 30, 2002

BENTLY NEVADA CORPORATION:

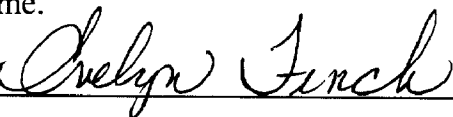
By: 
Name: Tara A. Plimpton
Title: Corporate Counsel

Acknowledgment by Notary Public

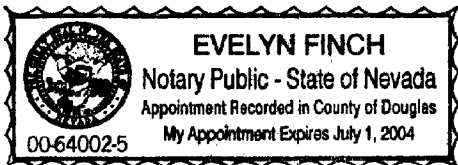
State of Nevada
County of Douglas

On this 30th day of April, 2002, before me, the undersigned Notary Public, personally appeared Tara A. Plimpton, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Seal:

Signature: 

Name: Evelyn Finch, Notary Public



TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Assignment**") is made as of 24 January 2002 by Bently Nevada Corporation, a Nevada corporation ("**Assignor**"), to BN Corporation, LLC, a Delaware limited liability company, ("**Assignee**").

RECITALS

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title, and interest in and to certain trademarks and trademark registrations, and specifically, one of which is U.S. Registration No. **1,711,377** granted **September 1, 1992** for the trademark "**KEYPHASOR**" (the "**Trademark**"), together with the goodwill associated therewith.

WHEREAS, Assignee desires to acquire all of Assignor's right, title, and interest in and to certain trademarks and trademark registrations, and specifically, one of which is U.S. Registration No. **1,711,377** granted **September 1, 1992** for the trademark "**KEYPHASOR**" (the "**Trademark**"), together with the goodwill associated therewith.

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2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and, in the case of any trademark registrations, or applications therefor, made or filed with any office of any country or countries foreign to the United States, any officer of such country whose duty it is to issue trademarks or other evidence or forms of intellectual property protection or applications as aforesaid, to record Assignee as the assignee of all of Assignor's right, title and interest in and to the Trademark in accordance with the terms of this instrument.

3. Assignor agrees to assist Assignee in every legal way to evidence, record and perfect the assignment of Trademarks described in the Recitals above and to apply for and obtain recordation of, and from time to time enforce, maintain and defend, the Trademark.

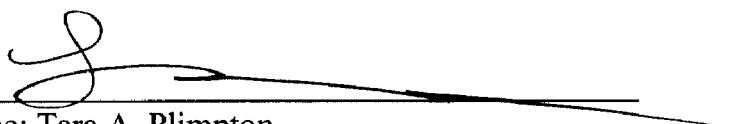
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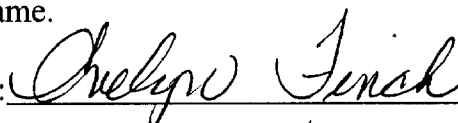
By: 
Name: Tara A. Plimpton
Title: Corporate Counsel

Acknowledgment by Notary Public

State of Nevada
County of Douglas

On this 30th day of April, 2002, before me, the undersigned Notary Public, personally appeared Tara A. Plimpton, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Seal:

Signature: 

Name: Evelyn Finch, Notary Public



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This Trademark Assignment (this "**Assignment**") is made as of 24 January 2002 by Bently Nevada Corporation, a Nevada corporation ("**Assignor**"), to BN Corporation, LLC, a Delaware limited liability company, ("**Assignee**").

RECITALS

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title, and interest in and to certain trademarks and trademark registrations, and specifically, one of which is U.S. Registration No. **1,717,691** granted **September 22, 1992** for the trademark "**TORXIMITOR**" (the "**Trademark**"), together with the goodwill associated therewith.

WHEREAS, Assignee desires to acquire all of Assignor's right, title, and interest in and to certain trademarks and trademark registrations, and specifically, one of which is U.S. Registration No. **1,717,691** granted **September 22, 1992** for the trademark "**TORXIMITOR**" (the "**Trademark**"), together with the goodwill associated therewith.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, other good and valuable consideration, and the mutual covenants and agreements contained in this Assignment, the receipt of all of which is hereby acknowledged, Assignor agrees as follows:

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Trademark, including, without limitation, all registrations and applications therefor and the right to apply for and register the Trademark, in the United States of America and all foreign countries, together with the goodwill pertaining thereto, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income and royalties now or hereafter due or payable with respect to the Trademark and any and all claims, damages, losses, liabilities and expenses (including reasonable expenses of investigation and reasonable attorneys' fees and expenses in connection with any action, suit or proceeding) ("**Damages**") by reason of past infringements of the Trademark, along with the right to sue for and collect such Damages for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and, in the case of any trademark registrations, or applications therefor, made or filed with any office of any country or countries foreign to the United States, any officer of such country whose duty it is to issue trademarks or other evidence or forms of intellectual property protection or applications as aforesaid, to record Assignee as the assignee of all of Assignor's right, title and interest in and to the Trademark in accordance with the terms of this instrument.

3. Assignor agrees to assist Assignee in every legal way to evidence, record and perfect the assignment of Trademarks described in the Recitals above and to apply for and obtain recordation of, and from time to time enforce, maintain and defend, the Trademark.

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Dated: April 30, 2002

BENTLY NEVADA CORPORATION:

By: [Signature]
Name: Tara A. Plimpton
Title: Corporate Counsel

Acknowledgment by Notary Public

State of Nevada
County of Douglas

On this 30th day of April, 2002, before me, the undersigned Notary Public, personally appeared Tara A. Plimpton, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Seal:

Signature: [Signature]

Name: EVELYN FINCH, Notary Public



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This Trademark Assignment (this "**Assignment**") is made as of 24 January 2002 by Bently Nevada Corporation, a Nevada corporation ("**Assignor**"), to BN Corporation, LLC, a Delaware limited liability company, ("**Assignee**").

RECITALS

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title, and interest in and to certain trademarks and trademark registrations, and specifically, one of which is U.S. Registration No. **1,775,067** granted **June 8, 1993** for the trademark "**HYDROSCAN**" (the "**Trademark**"), together with the goodwill associated therewith.

WHEREAS, Assignee desires to acquire all of Assignor's right, title, and interest in and to certain trademarks and trademark registrations, and specifically, one of which is U.S. Registration No. **1,775,067** granted **June 8, 1993** for the trademark "**HYDROSCAN**" (the "**Trademark**"), together with the goodwill associated therewith.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, other good and valuable consideration, and the mutual covenants and agreements contained in this Assignment, the receipt of all of which is hereby acknowledged, Assignor agrees as follows:

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Trademark, including, without limitation, all registrations and applications therefor and the right to apply for and register the Trademark, in the United States of America and all foreign countries, together with the goodwill pertaining thereto, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income and royalties now or hereafter due or payable with respect to the Trademark and any and all claims, damages, losses, liabilities and expenses (including reasonable expenses of investigation and reasonable attorneys' fees and expenses in connection with any action, suit or proceeding) ("**Damages**") by reason of past infringements of the Trademark, along with the right to sue for and collect such Damages for the use and benefit of Assignee and its successors, assigns and other legal representatives.

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Dated: April 30, 2002

BENTLY NEVADA CORPORATION:

By: [Signature]
Name: Tara A. Plimpton
Title: Corporate Counsel

Acknowledgment by Notary Public

State of Nevada
County of Douglas

On this 30th day of April, 2002, before me, the undersigned Notary Public, personally appeared Tara A. Plimpton, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Seal:

Signature: [Signature]

Name: EVELYN FINCH, Notary Public

