

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hydril Company		04/01/2008	COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hydril USA Distribution LLC		
<b>Street Address:</b>	3300 North Sam Houston Parkway East		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77032		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0539808	BETTIS	
<b>Serial Number:</b>	77075490	BOLTLESS	
<b>Registration Number:</b>	2934755	GK	
<b>Registration Number:</b>	2963962	GL	
<b>Registration Number:</b>	2922786	GX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(713)228-8778		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	713-228-8600		
<b>Email:</b>	muller@oshaliang.com		
<b>Correspondent Name:</b>	Jeffrey S. Bergman		
<b>Address Line 1:</b>	1221 McKinney Street		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Houston, TEXAS 77010		
<b>ATTORNEY DOCKET NUMBER:</b>	09438/001001		

OP \$140.00 0539808

NAME OF SUBMITTER:	Jeffrey S. Bergman
Signature:	/Jeffrey S. Bergman/
Date:	04/29/2008
<b>Total Attachments: 5</b> source=TM Assignment - Hydril Company to Hydril USA Distribution LLC#page1.tif source=TM Assignment - Hydril Company to Hydril USA Distribution LLC#page2.tif source=TM Assignment - Hydril Company to Hydril USA Distribution LLC#page3.tif source=TM Assignment - Hydril Company to Hydril USA Distribution LLC#page4.tif source=TM Assignment - Hydril Company to Hydril USA Distribution LLC#page5.tif	

## TRADEMARK ASSIGNMENT

**THIS ASSIGNMENT** (the "Assignment"), effective as of the date of full execution, is made by and between **Hydril Company**, a company organized and existing under the laws of the State of Delaware, whose full post office address is 3300 North Sam Houston Parkway East, Houston, Texas, 77032-3411, United States of America (hereinafter referred to as "Assignor"),

and **Hydril USA Distribution LLC**, a corporation organized and existing under the laws of the State of Delaware, having its principal place of business in Houston, Texas, 77032, United States of America (hereinafter referred to as "Assignee").

**WHEREAS**, Assignor owns the entire right, title and interest in and to the trademarks, trademark applications, and trademark registrations listed in Exhibit A hereto (hereinafter referred to as "Trademarks"), and all goodwill associated therewith and symbolized thereby;

**WHEREAS**, Assignor has entered into that certain Stock and Asset Purchase and Sale Agreement, dated January 28, 2008, with Tenaris S.A. and General Electric Company, pursuant to which Assignor agreed to assign all of its rights in and to the Trademarks, and all goodwill associated therewith and symbolized thereby, to General Electric Company, and pursuant to which General Electric Company has the ability to assign its rights and obligations thereunder, in whole or in part, to one or more of its controlled Affiliates; and

**WHEREAS**, Assignee is desirous of acquiring (and Assignor is desirous of assigning to Assignee) the entire right, title and interest in and to the Trademarks, and all goodwill associated therewith and symbolized thereby;

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged,

1. Assignor does hereby sell, assign, transfer and set over unto Assignee, free and clear of all liens (other than Permitted Liens, as defined in the Stock and Asset Purchase and Sale Agreement), its entire worldwide right, interest and title in and to the Trademarks, together with any and all goodwill associated therewith and symbolized thereby, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns, or 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, as assignee of the entire right, title and interest therein, including the right to be party in any current or potential administrative and/or legal process, claim and/or action arising out of the Trademarks and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or inequity), and all rights to sue, counterclaim, and recover for past infringing uses of any of the Trademarks.

2. Assignor hereby agrees that Assignor will not execute any writing or do any act whatsoever conflicting with this Assignment, and that Assignor will, at any time upon request, without further or additional consideration but at the expense of Assignee, execute such additional assignments and other writings and do such additional acts as Assignee may deem necessary or desirable to perfect Assignee's enjoyment of this grant.
3. Assignor authorizes and requests the Commissioner of Patents and Trademarks of Unites States and Germany respectively, and the corresponding entities, agencies, or authorities in any applicable foreign countries to record Assignee as the assignee and owner of the Trademarks.
4. Assignor hereby represents and warrants (a) that no assignment, license, sale, mortgage or other agreement affecting this Assignment or the rights and/or property herein conveyed has been made to others; (b) that the Trademarks have been duly maintained, have not been cancelled, expired or abandoned, and are valid and enforceable in all material respects; (c) that there are no pending proceedings and/or claims from any third parties challenging the validity, enforceability or ownership of any of the Trademarks.
5. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflicts of laws principles thereof.
6. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
7. If any provision of this Assignment or the application of any such provision to any person or circumstance shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.
8. This Assignment may be executed in two counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

EXECUTED at Houston , Texas (USA) this 1<sup>st</sup> day of April , 2008.

**Hydril Company**

By: 

Name: CRISTIAN MITRAN

Title: ATTORNEY IN FACT

**ACKNOWLEDGEMENT**

**Hydril USA Distribution LLC**, a corporation organized and existing under the laws of the State of Delaware, having its principal place of business in Houston, Texas, 77032, United States of America, the assignee named in the within assignment hereby acknowledges the assignment of the Trademarks to it.

EXECUTED at \_\_\_\_\_ , \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ , 2008.

**Hydril USA Distribution LLC**

By: \_\_\_\_\_

Name:

Title:

*[Signature Page to Trademark Assignment]*

EXECUTED at \_\_\_\_\_, this day of \_\_\_\_\_, 2008.

**Hydril Company**

By: \_\_\_\_\_

Name:

Title:

**ACKNOWLEDGEMENT**

**Hydril USA Distribution LLC**, a corporation organized and existing under the laws of the State of Delaware, having its principal place of business in Houston, Texas, 77032, United States of America, the assignee named in the within assignment hereby acknowledges the assignment of the Trademarks to it.

EXECUTED at *Houston, Texas* this *1<sup>st</sup>* day of *April*, 2008.

**Hydril USA Distribution LLC**

By: *MAR Castaneda*

Name: *MAT R. CASTANEDA*

Title: *LLC MANAGER*

*[Signature Page to Trademark Assignment]*

**Exhibit A**

List of Trademarks to be assigned by **Hydril Company**.

Trademark Name	Trademark Number	Application Number	Application Date	Granted Date	Country
BETTIS	539,808	71/532,203	23/08/1947	27/03/1951	UNITED STATES
BETTIS	721198	B17044	04/01/1958	16/01/1959	GERMANY
BOLTLESS		77/075,490	03/01/2007		UNITED STATES
GK	2,934,755	78/284,976	08/08/2003	22/03/2005	UNITED STATES
GL	2,963,962	78/328,396	11/14/2003	28/06/2005	UNITED STATES
GX	2,922,786	78/285,009	08/08/2003	01/02/2005	UNITED STATES