

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310612

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Transfer by Operation of Law		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Robbins & Myers Energy Systems, L.P.		07/14/2014	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	National Oilwell Varco, L.P.		
Street Address:	7909 Parkwood Circle Dr		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77036		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	2889349	BIG STUFF	
Registration Number:	2177498	DOME	
Registration Number:	2231861	DOUBLE PLUS	
Registration Number:	2374394	DUAL SYSTEM	
Registration Number:	0547484	HAMER	
Registration Number:	0787485	HERCULES	
Registration Number:	1648487	LM	
Registration Number:	2454592	LOTUS	
Registration Number:	1541209	MAGNUM	
Registration Number:	2361528	NEW ERA	
Registration Number:	2361529	PATCO	
Registration Number:	2365809	POSITIVE ACTION	
Registration Number:	2308693	QT SERIES	
Registration Number:	2835195	SENTRY	
Registration Number:	2173346	SLICK PACK	
Registration Number:	2365810	SPIN-THRU	
Registration Number:	1607144	STAYTITE	
Registration Number:	2231863	STEALTH XL	
Registration Number:	4001329	SURE-PAK	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3230269	VISUWELL
Registration Number:	3373440	WELLMAP PLUS
Registration Number:	1643345	WILDCAT'R
Registration Number:	2361264	YALE
Registration Number:	2074925	MOYNO MAKES THE DIFFERENCE
Registration Number:	2293412	ULTRA-DRIVE

CORRESPONDENCE DATA

Fax Number: 7132388008

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 7132388000

Email: tmhou@conleyrose.com

Correspondent Name: Gregory L. Maag

Address Line 1: P.O. Box 3267

Address Line 4: Houston, TEXAS 77253-3267

ATTORNEY DOCKET NUMBER:	1020-70000 ET AL.
NAME OF SUBMITTER:	Gregory L. Maag
SIGNATURE:	/gregory l. maag/
DATE SIGNED:	07/14/2014

Total Attachments: 23

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TRADEMARK

REEL: 005322 FRAME: 0359

DISTRIBUTION AGREEMENT

This DISTRIBUTION AGREEMENT (the "Agreement") is made and entered into effective as of December 27, 2013 (the "Effective Date") by and between:

Robbins & Myers Holdings, LLC, a Delaware limited liability company ("Transferor");

and

Robbins & Myers, Inc., an Ohio corporation ("Transferee").

(Transferor and Transferee are collectively referred to as the "Parties" and individually referred to as "Party")

RECITALS

- A. Transferor is a direct wholly-owned subsidiary of Transferee and both are directly or indirectly wholly-owned by National Oilwell Varco, Inc., a Delaware corporation with its principal place of business located at 7909 Parkwood Circle Dr., Houston, Texas ("NOV").
- B. NOV has determined that it is advisable and in the best interests of NOV to effect an internal legal restructuring involving certain of its subsidiaries, including, without limitation, Transferor and Transferee (the "Restructuring").
- C. Transferor is the owner of: (1) all issued and outstanding shares (collectively, the "Shares") of (a) Pipeline Valve Specialty, Inc., a Delaware corporation, (b) The Rex Group, Inc., a Texas corporation, (c) T-3 Management, Inc., a Delaware corporation, (d) T-3 Property Holdings, Inc., a Delaware corporation, (e) T-3 Pressure Control Group, Inc., a Delaware corporation, (f) Energy Equipment Corporation, a Texas corporation, (g) United Wellhead Services, Inc., a Delaware corporation, (h) Chemineer, Inc., a Delaware corporation, and (i) Farby of Delaware, Inc., a Delaware corporation (each, a "Corporate Subsidiary" and collectively, the "Corporate Subsidiaries"); (2) all of the issued and outstanding membership interests (the "Membership Interests") in Robbins & Myers Energy Systems, LLC, a Delaware limited liability company, and (3) a 99% partnership interest (the "Partnership Interest") in Robbins & Myers Energy Systems L.P., a Texas limited partnership (together with the Corporate Subsidiaries and Robbins & Myers Energy Systems, LLC, each, a "Subsidiary," and collectively, the "Subsidiaries").
- D. As part of the Restructuring and effective as of the Effective Date, Transferor desires to transfer, as a distribution, ownership of: (1) the Shares, Membership Interests and Partnership Interest; and (2) all receivables due to Transferor from the Subsidiaries (collectively, the "Receivables"), and Transferee desires to accept such distribution. In partial consideration of such distribution, Transferee desires to assume any and all intercompany liabilities due to the Subsidiaries from Transferor (collectively, the "Liabilities").

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties hereby agree as follows:

Section 1 – Distribution of Shares, Membership Interests, Partnership Interest and Receivables

Effective as of the Effective Date, Transferor hereby transfers and assigns all its right, title and interest in and to the Shares, Membership Interests, Partnership Interest and Receivables, as an in-specie distribution to Transferee, and Transferee accepts such transfer and assignment.

Section 2 – Assumption of Liabilities

Effective as of the Effective Date, Transferor hereby delegates to Transferee, and Transferee hereby assumes the Liabilities, in partial consideration of the distribution of the Shares Membership Interests, Partnership Interest and Receivables, and agrees to discharge, satisfy, perform and fulfill in a timely manner, such Liabilities.

Section 3 – Representations and Warranties

Transferor represents that to the best of its knowledge it has good and marketable title to the Shares, Membership Interests and Partnership Interest free and clear of any liens, charges, pledges, security interests or other encumbrances, and that to the best of Transferor's knowledge, Transferor is free to transfer good and marketable title to the Shares, Membership Interests and Partnership Interest to Transferee. Transferee acknowledges and agrees that, except as expressly set forth in this Agreement, (a) Transferor is not making any representations or warranties, express or implied, with respect to the Shares, Membership Interests and Partnership Interest, and (b) SUCH SHARES, MEMBERSHIP INTERESTS AND PARTNERSHIP INTEREST ARE HEREBY TRANSFERRED ON AN "AS IS," "WHERE IS" BASIS.

Section 4 – General Provisions

4.1 Beneficial Ownership. The transfer of the Shares, Membership Interests and Partnership Interest shall be effective as of the Effective Date, from and after which time Transferee shall be the beneficial owner of the Shares, Membership Interests and Partnership Interest for all purposes. To the extent formal assignment of the Shares, Membership Interests and Partnership Interest has not been completed on the Effective Date, Transferor will hold the Shares, Membership Interests and Partnership Interest as nominee for the benefit of Transferee until the Shares, Membership Interests and Partnership Interest have been formally assigned in the name of Transferee. It is the Parties' intent that all the benefits and burdens of ownership of the Shares, Membership Interests and Partnership Interest will transfer to Transferee as of the Effective Date. To the extent that legal assignment of ownership of the Shares, Membership Interests and Partnership Interest is not completed on the Effective Date or would be contrary to applicable law, the Parties will use all commercially reasonable efforts to provide to, or cause to be provided to, Transferee, to the extent permitted by law, the rights and benefits associated with perfected assignment of the Shares, Membership Interests and Partnership Interest and take such other actions as may reasonably be requested by Transferee in order to place Transferee, insofar as reasonably possible, in the same position as if Transferee were the registered owner of the Shares, Membership Interests and Partnership Interest. Without limiting the foregoing and in connection therewith, Transferee shall have the right to:

- (a) receive all dividends or distributions (liquidating or otherwise) associated with the Shares, Membership Interests and Partnership Interest, or direct Transferor to deliver such dividends or distributions to the party of its selection;

- (b) direct Transferor to sell, transfer or encumber the Shares, Membership Interests and Partnership Interest, and receive the proceeds therefrom, including any of the rights or privileges associated with the Shares, Membership Interests and Partnership Interest; and
- (c) direct Transferor to vote the Shares, Membership Interests and Partnership Interest.

4.2 Transferor's Obligations. In connection with the arrangement set forth in Section 4.1 of this Agreement, and without limiting the foregoing, Transferor shall:

- (a) vote the Shares, Membership Interests and Partnership Interest at meetings of any Subsidiary only as directed by Transferee;
- (b) observe all corporate formalities and filing requirements that may have to be met with regard to the Shares, Membership Interests and Partnership Interest;
- (c) forward to Transferee, or any other person identified by it, all dividends, distributions (liquidating or otherwise), and sale proceeds made with respect to the Shares, Membership Interests and Partnership Interest;
- (d) sell, transfer or encumber the Shares, Membership Interests and Partnership Interest only as directed by Transferee;
- (e) immediately notify Transferee upon attachment or attempted seizure of, or acquisition of, any interest or assertion of any rights in, the Shares, Membership Interests and Partnership Interest by any third party and take appropriate action to defend against such attachment and to protect Transferee's interest in the Shares, Membership Interests and Partnership Interest; and
- (f) be entitled to rely on the written instructions of any manager or the member of Transferee, and such instructions shall be deemed to have been duly authorized by Transferee.

4.3 Indemnity. Transferee will indemnify Transferor against any and all liabilities, losses, penalties, fines, damages, claims, costs, expenses and legal and professional fees and disbursements incurred, suffered or sustained by Transferor or asserted against Transferor in connection with holding the Shares, Membership Interests and Partnership Interest as nominee for Transferee.

4.4 Further Assurances. Each Party hereto will perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transfer of the Shares, Membership Interests and Partnership Interest, Receivables and Liabilities as contemplated in this Agreement.

4.5 Governing Law. The internal laws of the State of Texas, USA (excluding its rules governing conflicts of laws) govern the construction, interpretation and other matters arising out of or in connection with this Agreement (whether arising in contract, tort, equity or otherwise).

4.6 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each Party remain valid, binding and enforceable.

4.7 Entire Agreement. This Agreement constitutes the final agreement between the Parties, and is the complete and exclusive statement of the Parties' agreement on the matters contained herein. Notwithstanding the foregoing, the Parties contemplate that they may desire to enter into or execute transfer instruments of various kinds consistent with but in some cases duplicative of this Agreement in order to effect the transfer of the Shares, Membership Interests and Partnership Interest, Receivables or Liabilities or to facilitate the registration of such transfers with local governmental authorities having jurisdiction over the Shares, Membership Interests, Partnership Interest, Receivables or Liabilities.

4.8 Counterparts. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the Party that signed it, and both of which together constitute one agreement. The signatures of both Parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending Party's signature is as effective as signing and delivering the counterpart in person.


4.9 Headings. The captions, titles and headings included in this Agreement are for convenience only, and do not affect this Agreement's construction or interpretation. When a reference is made in this Agreement to a Section, such reference will be to a Section of this Agreement unless otherwise indicated.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

Robbins & Myers Holdings, LLC

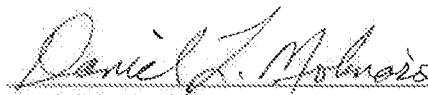
By:



Daniel L. Molinaro
Vice President and Treasurer

Robbins & Myers, Inc.

By:



Daniel L. Molinaro
Vice President and Treasurer

CAPITAL CONTRIBUTION AGREEMENT

This CAPITAL CONTRIBUTION AGREEMENT (the "Agreement") is made and entered into effective as of December 31, 2013, at 11pm Eastern Time (the "Effective Date") by and between:

Robbins & Myers, Inc., an Ohio corporation ("Transferor");

and

National Oilwell Varco, L.P., a Delaware limited partnership ("Transferee").

(Transferor and Transferee are collectively referred to as the "Parties" and individually referred to as "Party")

RECITALS

- A. The Parties are directly or indirectly wholly-owned by National Oilwell Varco, Inc., a Delaware corporation with its principal place of business located at 7909 Parkwood Circle Dr., Houston, Texas ("NOV").
- B. NOV has determined that it is advisable and in the best interests of NOV to effect an internal legal restructuring involving certain of its subsidiaries, including, without limitation, Transferor and Transferee (the "Restructuring").
- C. Transferor is the owner of: (1) all issued and outstanding shares (collectively, the "Shares") of (a) Pipeline Valve Specialty, Inc., a Delaware corporation, (b) The Rex Group, Inc., a Texas corporation, (c) T-3 Management, Inc., a Delaware corporation, (d) T-3 Property Holdings, Inc., a Delaware corporation, (e) T-3 Pressure Control Group, Inc., a Delaware corporation, (f) Energy Equipment Corporation, a Texas corporation, (g) United Wellhead Services, Inc., a Delaware corporation, (h) Chemineer, Inc., a Delaware corporation, and (i) Tarby of Delaware, Inc., a Delaware corporation (each, a "Corporate Subsidiary" and collectively, the "Corporate Subsidiaries"); (2) all of the issued and outstanding membership interests (the "Membership Interests") in Robbins & Myers Energy Systems, LLC, a Delaware limited liability company, and (3) a 99% partnership interest (the "Partnership Interest") in Robbins & Myers Energy Systems L.P., a Texas limited partnership (together with the Corporate Subsidiaries and Robbins & Myers Energy Systems, LLC, each, a "Subsidiary," and collectively, the "Subsidiaries").
- D. Transferor is the owner of certain business consisting of assets, employees and liabilities as described in Exhibit A attached hereto (the "Business").
- E. As part of the Restructuring and effective as of the Effective Date, Transferor desires to transfer ownership of (1) the Shares, the Membership Interests, the Partnership Interest, (2) the Business; and (3) all receivables due to the Transferor from the Subsidiaries (collectively, the "Receivables" and together with the Shares, the Membership Interests, the Partnership Interest and the Business, the "Assets"), and Transferee desires to accept such contribution. In connection with the contribution of the Assets, Transferee desires to assume any and all intercompany liabilities due to the Subsidiaries from Transferor and liabilities associated with the Business (collectively, the "Liabilities").

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties hereby agree as follows:

Section 1 – Contribution of Assets

Effective as of the Effective Date, Transferor hereby transfers and assigns all its right, title and interest in and to the Assets, as a capital contribution to the capital of Transferee, and Transferee accepts such transfer and assignment. In consideration for the contribution of the Assets, Transferee hereby issues to Transferor, Transferor hereby subscribes for, a limited partnership interest in Transferee of equal value to the Assets contributed to Transferee.

Section 2 – Assumption of Liabilities

Effective as of the Effective Date, Transferor hereby delegates to Transferee, and Transferee hereby assumes the Liabilities, in connection with the contribution of the Assets, and agrees to discharge, satisfy, perform and fulfill in a timely manner, such Liabilities.

Section 2 – Representations and Warranties

Transferor represents that to the best of its knowledge it has good and marketable title to the Assets free and clear of any liens, charges, pledges, security interests or other encumbrances, and that to the best of Transferor's knowledge, Transferor is free to transfer good and marketable title to the Assets to Transferee. Transferee acknowledges and agrees that, except as expressly set forth in this Agreement, (a) Transferor is not making any representations or warranties, express or implied, with respect to the Assets, and (b) SUCH ASSETS ARE HEREBY TRANSFERRED ON AN "AS IS," "WHERE IS" BASIS.

Section 3 – General Provisions

3.1 Third Parties. The Parties acknowledge and agree that certain of the transfers contemplated by this Agreement may not be effected on or before the Effective Date due to the inability of the Parties to obtain necessary consents or approvals or the inability of the Parties to take certain other actions necessary to effect such transfers. To the extent any transfers contemplated by this Agreement have not been fully effected on or before the Effective Date, Transferor and Transferee shall cooperate and use commercially reasonable efforts to obtain any necessary consents or approvals or take any other actions necessary to effect such transfers as promptly as practicable following the Effective Date. Nothing herein shall be deemed to require the transfer or assignment of any contract that is part of the Business or other Asset to the extent that such transfer or assignment would constitute a material breach of such contract or cause forfeiture or loss of such Asset; provided, however, that even if such contract or other Asset cannot be so transferred or assigned, such contract or other Asset shall be deemed an Asset solely for purposes of determining whether any liability is a Liability. If an attempted assignment would be ineffective or would impair Transferee's rights under any Asset so that Transferee would not receive all such rights, then the Parties will use commercially reasonable efforts to provide to, or cause to be provided to, Transferee, to the extent permitted by law, the rights of any such Asset and take such other actions as may reasonably be requested by Transferee in order to place Transferee, insofar as reasonably possible, in the same position as if such Asset had been transferred as contemplated hereby. In connection therewith, (a) Transferor will promptly pass along to Transferee when received all benefits derived by Transferor with respect to any such Asset, and (b) Transferee will pay, perform and discharge on behalf of Transferor all of Transferor's obligations with respect to any such Asset in a timely manner

and in accordance with the terms thereof which it may do without breach. If and when such consents or approvals are obtained or such other required actions have been taken, the transfer of the applicable Asset will be effected in accordance with the terms of this Agreement.

3.2 Further Assurances. Each Party hereto will perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transfer of the Assets and Liabilities as contemplated in this Agreement.

3.3 Governing Law. The internal laws of the State of Texas, USA (excluding its rules governing conflicts of laws) govern the construction, interpretation and other matters arising out of or in connection with this Agreement (whether arising in contract, tort, equity or otherwise).

3.4 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each Party remain valid, binding and enforceable.

3.5 Entire Agreement. This Agreement constitutes the final agreement between the Parties, and is the complete and exclusive statement of the Parties' agreement on the matters contained herein. Notwithstanding the foregoing, the Parties contemplate that they may desire to enter into or execute transfer instruments of various kinds consistent with but in some cases duplicative of this Agreement in order to effect the transfer of the Assets or Liabilities or to facilitate the registration of such transfers with local governmental authorities having jurisdiction over the Assets or Liabilities.

3.6 Counterparts. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the Party that signed it, and both of which together constitute one agreement. The signatures of both Parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending Party's signature is as effective as signing and delivering the counterpart in person.

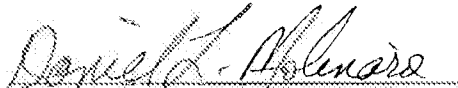
3.7 Headings. The captions, titles and headings included in this Agreement are for convenience only, and do not affect this Agreement's construction or interpretation. When a reference is made in this Agreement to a Section, such reference will be to a Section of this Agreement unless otherwise indicated.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

Robbins & Myers, Inc.

By:


Daniel L. Molinaro
Vice President and Treasurer

National Oilwell Varco, L.P.

By: NOW Oilfield Services, Inc.,
its general partner

By:



Daniel L. Molinaro
Vice President and Treasurer

EXHIBIT A

Business

All assets, employees and liabilities of Transferor that are used by Transferor to conduct its business.

Delaware

PAGE 1


The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "ROBBINS & MYERS ENERGY SYSTEMS, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "ROBBINS & MYERS ENERGY SYSTEMS, INC." TO "ROBBINS & MYERS ENERGY SYSTEMS, LLC", FILED IN THIS OFFICE ON THE SIXTEENTH DAY OF DECEMBER, A.D. 2013, AT 6:41 O'CLOCK P.M.

2596686 8100V

131432518




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0999111

DATE: 12-19-13

You may verify this certificate online
at corp.delaware.gov/authver.shtml

TRADEMARK
REEL: 005322 FRAME: 0371

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A
LIMITED LIABILITY COMPANY PURSUANT TO
SECTION 18-214 OF THE LIMITED LIABILITY COMPANY ACT

Pursuant to Section 18-214 of the Delaware Limited Liability Company Act, the undersigned, for purposes of converting Robbins & Myers Energy Systems, Inc., a Delaware corporation (the "Converting Entity"), into Robbins & Myers Energy Systems, LLC, a Delaware limited liability company (the "Converted Entity"), hereby certifies as follows:

1. The jurisdiction where the Converting Entity was first formed is Delaware.
2. The jurisdiction of the Converting Entity immediately prior to filing this Certificate is Delaware.
3. The date the Converting Entity was first formed is February 27, 1996.
4. The name of the Converting Entity immediately prior to filing this Certificate is Robbins & Myers Energy Systems, Inc.
5. The name of the Limited Liability Company as set forth in the Certificate of Formation is Robbins & Myers Energy Systems, LLC.
6. This Certificate of Conversion shall be effective upon filing.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of December 16, 2013.

ROBBINS & MYERS ENERGY SYSTEMS, INC.,
a Delaware corporation

By: Daniel L. Molinaro
Name: Daniel L. Molinaro
Title: Vice President and Treasurer

Delaware

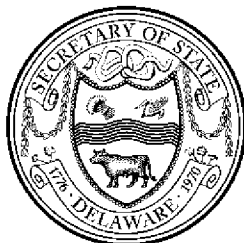
PAGE 2

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF FORMATION OF "ROBBINS & MYERS ENERGY SYSTEMS, LLC" FILED IN THIS OFFICE ON THE SIXTEENTH DAY OF DECEMBER, A.D. 2013, AT 6:41 O'CLOCK P.M.

2596686 8100V

131432518



You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0999111

DATE: 12-19-13

TRADEMARK
REEL: 005322 FRAME: 0373

STATE OF DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE OF FORMATION
OF
ROBBINS & MYERS ENERGY SYSTEMS, LLC

This Certificate of Formation of Robbins & Myers Energy Systems, LLC (the "LLC"), dated effective as of December 10, 2013, has been duly executed and is being filed by the undersigned, an authorized person, in accordance with the provisions of 6 Del. C. §18-201, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. §18-101, et seq.), as follows:

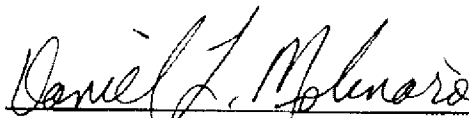
1. Name. The name of the limited liability company formed hereby is Robbins & Myers Energy Systems, LLC.

2. Registered Office. The address of the registered office of the LLC in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

3. Registered Agent. The name and address of the registered agent for service of process on the LLC in the State of Delaware is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

4. This Certificate of Formation shall be effective upon filing.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.



Name: Daniel L. Molinaro
Title: Authorized Person

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "ROBBINS & MYERS HOLDINGS, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "ROBBINS & MYERS HOLDINGS, INC." TO "ROBBINS & MYERS HOLDINGS, LLC", FILED IN THIS OFFICE ON THE NINETEENTH DAY OF DECEMBER, A.D. 2013, AT 2:36 O'CLOCK P.M.

2744328 8100V

131452356




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1009140

DATE: 12-24-13

You may verify this certificate online
at corp.delaware.gov/authver.shtml

TRADEMARK
REEL: 005322 FRAME: 0375

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A
LIMITED LIABILITY COMPANY PURSUANT TO
SECTION 18-214 OF THE LIMITED LIABILITY COMPANY ACT

Pursuant to Section 18-214 of the Delaware Limited Liability Company Act, the undersigned, for purposes of converting Robbins & Myers Holdings, Inc., a Delaware corporation (the "Converting Entity"), into Robbins & Myers Holdings, LLC, a Delaware limited liability company (the "Converted Entity"), hereby certifies as follows:

1. The jurisdiction where the Converting Entity was first formed is Delaware.
2. The jurisdiction of the Converting Entity immediately prior to filing this Certificate is Delaware.
3. The date the Converting Entity was first formed is April 25, 1997.
4. The name of the Converting Entity immediately prior to filing this Certificate is Robbins & Myers Holdings, Inc.
5. The name of the Limited Liability Company as set forth in the Certificate of Formation is Robbins & Myers Holdings, LLC.
6. This Certificate of Conversion shall be effective upon filing.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of December 19, 2013.

ROBBINS & MYERS HOLDINGS, INC.,
a Delaware corporation

By: Daniel L. Molinaro
Name: Daniel L. Molinaro
Title: Vice President and Treasurer

Delaware

PAGE 2

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF FORMATION OF "ROBBINS & MYERS HOLDINGS, LLC" FILED IN THIS OFFICE ON THE NINETEENTH DAY OF DECEMBER, A.D. 2013, AT 2:36 O'CLOCK P.M.

2744328 8100V

131452356




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1009140

DATE: 12-24-13

You may verify this certificate online
at corp.delaware.gov/authver.shtml

TRADEMARK
REEL: 005322 FRAME: 0377

STATE OF DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE OF FORMATION
OF
ROBBINS & MYERS HOLDINGS, LLC

This Certificate of Formation of Robbins & Myers Holdings, LLC (the "LLC"), dated effective as of December 19, 2013, has been duly executed and is being filed by the undersigned, an authorized person, in accordance with the provisions of 6 Del. C. §18-201, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. §18-101, et seq.), as follows:


1. Name. The name of the limited liability company formed hereby is Robbins & Myers Holdings, LLC.

2. Registered Office. The address of the registered office of the LLC in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

3. Registered Agent. The name and address of the registered agent for service of process on the LLC in the State of Delaware is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

4. This Certificate of Formation shall be effective upon filing.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.


Name: Daniel L. Molinaro
Title: Authorized Person

Delaware

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The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"ROBBINS & MYERS ENERGY SYSTEMS, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

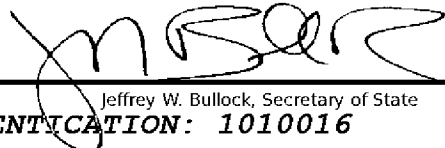
WITH AND INTO "NATIONAL OILWELL VARCO, L.P." UNDER THE NAME OF "NATIONAL OILWELL VARCO, L.P.", A LIMITED PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-THIRD DAY OF DECEMBER, A.D. 2013, AT 2:20 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2013, AT 11:59 O'CLOCK P.M.

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Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1010016

DATE: 12-24-13

You may verify this certificate online
at corp.delaware.gov/authver.shtml

TRADEMARK
REEL: 005322 FRAME: 0379

CERTIFICATE OF MERGER

OF

ROBBINS & MYERS ENERGY SYSTEMS, LLC

INTO

NATIONAL OILWELL VARCO, L.P.

The undersigned DOES HEREBY CERTIFY that, pursuant to Section 18-209 of the Delaware Limited Liability Company Act and Section 17-211 of the Delaware Revised Uniform Limited Partnership Act, the undersigned corporation, acting in its capacity as general partner of the limited partnership named herein, executed the following Certificate of Merger:

FIRST: That the name and state of formation of each of the constituent entities of the merger is as follows:

NAME	STATE OF FORMATION (ENTITY TYPE)
Robbins & Myers Energy Systems, LLC	Delaware (limited liability company)
National Oilwell Varco, L.P.	Delaware (limited partnership)

SECOND: That an Agreement and Plan of Merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with the requirements of Section 18-209 of the Delaware Limited Liability Company Act and Section 17-211 of the Delaware Revised Uniform Limited Partnership Act.

THIRD: That the name of the surviving limited partnership of the merger is National Oilwell Varco, L.P., a Delaware limited partnership.

FOURTH: That the Certificate of Limited Partnership of National Oilwell Varco, L.P., a Delaware limited partnership, which is surviving the merger, shall be the Certificate of Limited Partnership of the surviving limited partnership.

FIFTH: That the merger is to become effective at 11:59 P.M. EST on December 31, 2013.

SIXTH: That the executed Agreement and Plan of Merger is on file at the office of the surviving limited partnership, the address of which is 7909 Parkwood Circle Dr., Houston, Texas 77036.

SEVENTH: That a copy of the Agreement and Plan of Merger will be furnished by the surviving limited partnership, on request and without cost, to any partner of any constituent limited partnership or member of any constituent limited liability company.

Dated: December 23, 2013

IN WITNESS WHEREOF, said surviving limited partnership has caused this certificate to be signed by an authorized officer of the general partner of the limited partnership on the date first written above.

NATIONAL OILWELL VARCO, L.P.,
a Delaware limited partnership

By: NOW Oilfield Services, Inc.,
its general partner

By: *Daniel L. Molinaro*
Daniel L. Molinaro
Vice President and Treasurer

**Recitation of the Transfer of Partnership Interests of Robbins & Myers Energy Systems,
LP to National Oilwell Varco, L.P.**

Partners of Robbins & Myers Energy Systems, LP:

WHEREAS, Robbins & Myers Energy Systems, LP, a Texas limited partnership, was composed entirely of one general partner, Robbins & Myers Energy Systems, Inc., a Delaware corporation having a 1% partnership interest, and one limited partner, Robbins & Myers Holdings, Inc., a Delaware corporation having a 99% partnership interest;

**Conversion of the General Partner of Robbins & Myers Energy Systems, LP and Merger
into National Oilwell Varco, L.P.:**

WHEREAS, as set out in the Certificate of Conversion dated December 16, 2013, general partner, Robbins & Myers Energy Systems, Inc. was converted to Robbins & Myers Energy Systems, LLC, a Delaware limited liability company;

WHEREAS, as set out in the Certificate of Merger dated December 23, 2013, general partner, Robbins & Myers Energy Systems, LLC was merged into National Oilwell Varco, LP., a Delaware limited partnership, thus making National Oilwell Varco, L.P. owner of a 1% partnership interest in Robbins & Myers Energy Systems, L.P.;

Conversion of the Limited Partner of Robbins & Myers Energy Systems, LP:

WHEREAS, as set out in the Certificate of Conversion dated December 19, 2013, limited partner, Robbins & Myers Holdings, Inc. was converted to Robbins & Myers Holdings, LLC, a Delaware limited liability company;

**Transfer of Limited Partnership Interest of Robbins & Myers Energy Systems, LP from
Robbins & Myers Holdings, LLC to Robbins & Myers, Inc.:**

WHEREAS, as set out in the Distribution Agreement dated December 27, 2013, the 99% partnership interest in Robbins & Myers Energy Systems, LP was transferred from Robbins & Myers Holding, LLC to Robbins & Myers, Inc., an Ohio corporation;

**Transfer of the Limited Partnership Interest of Robbins & Myers Energy Systems, LP
from Robbins & Myers, Inc. to National Oilwell Varco, L.P.:**

WHEREAS, as set out in the Capital Contribution Agreement dated December 31, 2013, the 99% partnership interest in Robbins & Myers Energy Systems, LP was transferred from Robbins & Myers, Inc. to National Oilwell Varco, LP.;

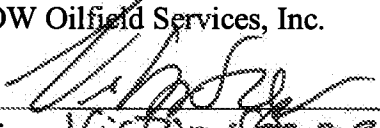
**National Oilwell Varco, L.P. had a 100% Partnership Interest in Robbins & Myers Energy
Systems, LP:**

WHEREAS, as a result of the transfers set out above, on December 31, 2013, National Oilwell Varco, L.P. had a 100% partnership interest in Robbins & Myers Energy Systems, LP, thus resulting in the dissolution of Robbins & Myers Energy Systems, LP by operation of law;

NOW THEREFORE, as a result of the conveyances described above, all trademarks, trademark registrations, and trademark applications owned by Robbins & Myers Energy Systems, LP, together with the goodwill of the business connected therewith, were transferred to National Oilwell Varco, LP.

Signed this 14th day of July, 2014.

National Oilwell Varco, L.P.
By its general partner
NOW Oilfield Services, Inc.


By: Victor Segura
Title: Assistant Secretary
by general partner
Now Oilfield Services, Inc.