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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91202718
Party	Plaintiff John Crane Production Solutions Inc.
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Attachments	91202718 Motion to Suspend Proceedings Pending Civil Action.pdf (153 pages) (4793892 bytes)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

<p>JOHN CRANE PRODUCTION SOLUTIONS INC.,</p> <p style="text-align: center;">Opposer</p> <p style="text-align: center;">v.</p> <p>R2 R&D, LLC,</p> <p style="text-align: center;">Applicant.</p>	<p>Opposition No.: 91202718 Mark: FINALROD Serial No.: 76707726 Filed: May 24, 2011</p>
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**MOTION TO SUSPEND PROCEEDINGS PENDING
FINAL DISPOSITION OF CIVIL ACTION**

Pursuant to Trademark Rule 2.117(a), 37 C.F.R. § 2.117(a), Opposer John Crane Production Solutions Inc. respectfully requests that the Board suspend all proceedings in this opposition pending final disposition of the civil action before the U.S. District Court for the Northern District of Texas, Dallas Division, John Crane Production Solutions Inc. v. R2R and D, LLC, Finalrod, Inc., and Russell P. Rutledge, Civil Action No. 3’11cv-3237-D (filed November 22, 2011) (the “Civil Action”; copy of complaint and civil cover sheet attached as Exhibit A).

Opposer filed its notice of opposition in this proceeding on November 22, 2011. Opposer submits that the issues raised in the notice of opposition may be resolved by the Civil Action.

Both Opposer and Applicant are parties to the Civil Action, which involves common issues of law and fact that may have a bearing on this proceeding. In particular, the Civil Action involves claims of, among other things, trademark infringement, false designation of origin, passing off, and unfair competition against

same trademark and services that are involved in this opposition proceeding. In view of the common issues between the Civil Action and the pending opposition before the Board, Opposer submits that any decision of the Federal court in the Civil Action may have a bearing on or be binding upon the Board in this opposition proceeding. TBMP § 510.

Accordingly, Opposer respectfully requests that all proceedings in this opposition be suspended pending final determination of the Civil Action. TBMP § 510.

Respectfully submitted,
JUNIPER NETWORKS, INC.

Dated: January 10, 2012

By: /Julia Anne Matheson/
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CERTIFICATE OF SERVICE

I certify that a true and accurate copy of the foregoing MOTION TO SUSPEND PROCEEDINGS PENDING FINAL DISPOSITION OF CIVIL ACTION was served by first class mail, postage prepaid, on this 10th day of January 2012, upon Applicant at the following addresses of record:

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/Susannah C. Kolstad/
Susannah C. Kolstad
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EXHIBIT A

“Defendants”) knowing infringement of JCPS’ rights in its well-known FIBEROD trademark through Defendants’ unauthorized use of and attempts to federally register the confusingly similar mark FINALROD and the FINALROD.COM domain name for directly competing fiberglass sucker rods and accessories.

THE PARTIES

2. Plaintiff JCPS is a Texas corporation with a principal place of business at 6400 West Oakton Street, Morton Grove, Illinois 60053.

3. Defendant Finalrod, Inc., is a Texas corporation, with a principal place of business at 1508 E. Fm 700, Suite A, Big Spring, Texas 79720.

4. Defendant R2R & D, LLC, is a Texas corporation, with a principal place of business at 3408 11th Place, Big Spring, Texas 79720.

5. Defendant Russell P. Rutledge is a citizen of the State of Texas with a listed address at 1508 E. Fm 700, Big Spring, Texas 79720.

JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction over this action pursuant to 15 U.S.C. §1121, 1125(a); and 28 U.S.C. §§ 1338(a) and (b). This Court has supplemental jurisdiction over JCPS’ state law claims pursuant to 28 U.S.C. § 1367(a) and principles of pendant jurisdiction.

7. This Court has personal jurisdiction over Defendants, and venue is proper in this District pursuant to 28 U.S.C. § 1391(b) and (c), because JCPS is being harmed in this District, Defendants reside and are doing business in this District, and Defendants are using the infringing FINALROD mark in this District.

THE HISTORY OF THE FIBEROD TRADEMARK AND THE PARTIES

8. In 1996, Defendant Rutledge founded The Fiber Composite Company, Inc. to develop, manufacture, market, and sell fiberglass sucker rod systems to the oil and gas industry for use in crude oil production. Defendant Rutledge was instrumental in developing a line of lightweight fiberglass sucker rods offering improved stress distribution dynamics in the operation of oil field pumping systems and decreased pump outages or production holds due to sucker rod corrosion or performance failure. Defendant Rutledge served as Chairman and CEO of The Fiber Composite Company, Inc. throughout its existence.

9. In or around December 2002, Defendant Rutledge coined, and his company The Fiber Composite Company commenced use in commerce of, the trademark FIBEROD as a brand name for the fiberglass sucker rod systems manufactured, marketed, and sold by The Fiber Composite Company. The trade name Fiberod, Inc. was also adopted as a dba for The Fiber Composite Company at or around the same time.

10. In the several years that followed the launch of the FIBEROD name and mark, and as a result of Fiberod, Inc.'s extensive and successful marketing and sale of high quality fiberglass sucker rod systems under the FIBEROD mark, the FIBEROD trademark came to enjoy significant and positive recognition in the oil and gas industry, and became identified as one of, if not the, top brand in the fiberglass sucker rod market.

11. By virtue of the extensive and successful marketing of the FIBEROD trademark, and extensive sales under the FIBEROD mark, the FIBEROD mark came to enjoy significant recognition in the marketplace and became a trademark of considerable value.

12. In March 2008, Plaintiff John Crane Production Solutions Inc. ("JCPS"), through its predecessors in interest, entered into an Asset Purchase Agreement pursuant to which, in

exchange for a payment in the tens of millions of dollars, JCPS acquired all assets, property, and rights of The Fiber Composite Company, Inc. d/b/a Fiberod, Inc., a Texas corporation as well as related entities Fiberod Industries, LLC, a Texas limited liability corporation, Fiberod Inc., a Texas corporation, and FC Patent, Ltd., a Texas limited partnership (hereafter the “Asset Purchase Agreement”). Those assets included all right, title, and interest in and to the trademark and trade name FIBEROD. Defendant Russ Rutledge, the founder, CEO, and majority owner of the outstanding capital stock of the selling entities, was also a signatory to the Asset Purchase Agreement. A redacted version of the Asset Purchase Agreement is attached hereto as Exhibit A.

13. The terms of the Asset Purchase Agreement required that the Sellers, including Defendant Rutledge, agree not to thereafter conduct business under the names and marks FIBEROD, Fiber Composite, FC Patent, *or any names similar thereto* in any jurisdiction. Relevant portions of Paragraph 5.11 of the Asset Purchase Agreement are reproduced below:

5.11 Change of Name. ... From and after the Closing Date, the Sellers shall not do business under the names “Fiberod”, “Fiber Composite”, “FC Patent”, or any names similar thereto in any jurisdiction and the Sellers and their Affiliates shall execute any documentation necessary for Buyer or any of its Affiliates to use the names “Fiberod”, “Fiber Composite”, “FC Patent”, or any names similar thereto.

See Exhibit A at Paragraph 5.11.

14. In addition to common law rights in the FIBEROD mark, JCPS also acquired as part of the acquisition The Fiber Composite Company’s federal trademark registrations for the FIBEROD word mark and FIBEROD logo, as follows:

Trademark	Reg. No./Reg. Date	Covered Goods	Status
FIBEROD	Reg. 2918590 issued January 18, 2005	Machine tools, namely, fiberglass sucker rods and fiberglass sucker rod end-fittings in International Class 7	Incontestable, Section 8/15 Declaration accepted Assigned to John Crane Production Solutions Inc.
	Reg. 3270750 issued July 31, 2007	Machine tools, namely, fiberglass sucker rods and fiberglass sucker rod end-fittings in International Class 7	Live and subsisting; Assigned to John Crane Production Solutions Inc.

Copies of these registrations and corresponding assignment records are attached as Exhibit B.

Registration No. 2918590 for the FIBEROD mark is incontestable under the Lanham Act and constitutes conclusive evidence of Plaintiff's exclusive right to use the FIBEROD mark in connection with the products in the registration.

15. In the years subsequent to the 2008 acquisition, JCPS has actively and continuously used, maintained, and promoted the FIBEROD trademark both within and outside of the United States to members of the oil and gas industry in numerous media including through word of mouth, hosting or sponsorship of events, distribution of marketing and advertising materials, on the Internet, on its website at www.fiberod.net, through participation in industry trade shows, through advertising in industry publications, on building signage, in signage on company delivery and service vehicles, and more.

16. In the years since the 2008 acquisition, JCPS has actively engaged in efforts, and devoted significant additional financial and other resources, to expanding the market for

FIBEROD brand sucker rods both inside and outside of the United States.

17. By virtue of the inherent strength and acquired distinctiveness of the FIBEROD mark as applied to sucker rod products and related services, JCPS' continued nationwide use and promotion of the mark; and JCPS' federal registrations for the FIBEROD word mark and logo (the "FIBEROD Marks") on the Principal Register, the FIBEROD Marks are strong and well-known in the industry.

**DEFENDANTS AND THEIR INFRINGING
FINALROD MARKS**

18. Under the terms of the Asset Purchase Agreement and other agreements entered into among the parties, Defendant Rutledge was subject to a non-compete agreement through and until May 1, 2011.

19. On May 24, 2011, Defendant R2 R&D, LLC filed a trademark application with the U.S. Patent and Trademark Office ("PTO"), Serial No. 76707726, indicating its intention to use the mark FINALROD for goods identical to those offered by JCPS under its FIBEROD mark, namely, "machines and machine tools, namely, fiberglass sucker rods and fiberglass suck rod end-fittings." (hereafter, the "FINALROD Application") A printout of that trademark application from the PTO website is attached as Exhibit C.

20. According to a Dun & Bradstreet Public Record Search, R2R & D, LLC was incorporated May 26, 2011 as a Texas limited liability company. Russell P. Rutledge Sr. is identified as the sole Principal of that company. A true and correct copy of the D&B Public Record Search is attached as Exhibit D.

21. According to the records of the U.S. Patent & Trademark Office, the FINALROD Application was published for Opposition on October 18, 2011. Plaintiff JCPS timely filed an

extension of time to oppose that application, and subsequently filed a Notice of Opposition, a copy of which is attached hereto as Exhibit E.

22. On August 9, 2011, Defendant Finalrod, Inc. filed with the PTO a trademark application Serial No. 76708667 to register the related mark THE FINAL ROD YOU WILL EVER NEED for goods identical to those offered by JCPS under the FIBEROD mark, namely, “machines and machine tools, namely, fiberglass sucker rods and fiberglass sucker rod end-fittings.” (the “FINAL ROD Application”) The FINAL ROD Application was also filed on an “intent-to-use” basis. See printout of trademark application attached as Exhibit F.

23. According to a Dun & Bradstreet Public Record Search, Finalrod, Inc. was incorporated on July 25, 2011 as a Texas domestic corporation. Russell P. Rutledge is identified as the sole Principal and Director of that company. A true and correct copy of the D&B Public Record Search is attached as Exhibit G.

24. The FINAL ROD Application is currently suspended by the PTO citing the R2R & D, LLC application for the mark FINALROD.

25. Upon information and belief, Defendants have launched a new business to manufacture, market, and sell directly competitive sucker rod products and to otherwise do business under the confusingly similar FINALROD name and marks. JCPS has learned that Defendants have created a website and obtained the necessary manufacturing and office facilities, equipment, and environmental licenses. It is believed that Defendants have recently begun manufacturing fiberglass sucker rods and have begun active promotion of their new business under the FINALROD name and marks.

26. JCPS has located an active website at www.finalrod.com featuring the mark FINALROD in combination with the design of an oil pump. According to the WHOIS records,

the domain name was registered April 15, 2010 to an individual listing an address at 1508 E. FM 700, Suite A&B, Big Spring, Texas 79720, an address identical to that listed in the incorporation records for Finalrod, Inc. A true and correct copy of the WHOIS records for the FINALROD.COM domain name is attached as Exhibit H. A true and correct copy of a printout of that website is attached as Exhibit I.

27. The website at www.finalrod.com lists an address for an “office” and a “plant”, both located in Big Spring, Texas. The address listed for the office is identical to the address listed in the incorporation records for Finalrod, Inc.

28. Defendant R2R applied for an environmental permit with the Texas Commission on Environmental Quality in order to operate a fiberglass pultrusion facility in Big Spring, Texas.

29. Defendant Finalrod, Inc. has acquired vehicles and has registered as a private carrier of oil field equipment with the U.S. Department of Transportation.

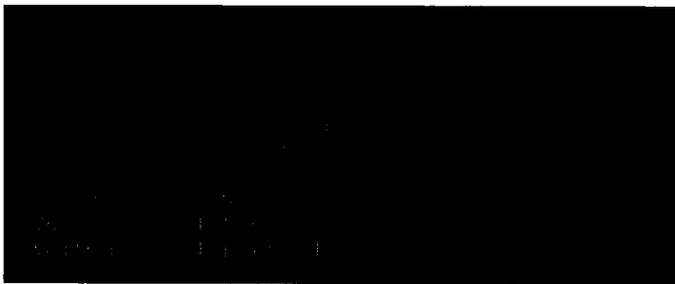
30. Defendants have prominently displayed the FINALROD name and mark along with the design of an oil pump on signage at their plant facility, as shown below:



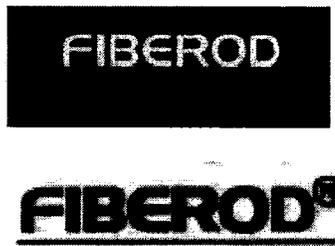
31. Defendants have recently hired away from JCPS a sufficient number of experienced employees to manage a competing plant, assemble the competing products, and install competing products in the field.

32. The marks FIBEROD and FINALROD both commence in the letters and sound "FI", both share three syllables, both conclude with the word ROD, are both unitary coined terms, and are confusingly similar in appearance, pronunciation, and overall commercial impression.

33. In addition to the aural and visual similarities in the underlying marks themselves, Defendants are currently representing their FINALROD mark in the identical font, and with the identical emphasis on the first "F" and internal "R," as reflected below:



The following illustrations of the FIBEROD mark from JCPS's marketing materials are illustrative:



34. At the time Defendants selected the FINALROD Marks, filed trademark applications with the PTO to register the FINALROD Marks, and commenced efforts to launch a

directly competitive business under the FINALROD mark, Defendants had actual knowledge of the FIBEROD mark and JCPS' exclusive rights therein.

35. Upon information and belief, Defendants have adopted the confusingly similar FINALROD marks in bad faith to take advantage of the tremendous goodwill and established reputation in the marketplace of the FIBEROD trademark and FIBEROD products.

36. JCPS never authorized or consented to Defendants' use of the confusingly similar FINALROD mark, or to Defendants' use and registration of the FINALROD domain name (the "Domain Name").

INJURY TO JCPS AND THE PUBLIC

37. Defendants' unauthorized use of the FINALROD Marks and Domain Name are likely to cause confusion, mistake, and deception as to the source or origin of Defendants' products and services, and are likely to falsely suggest a sponsorship, connection, or association between Defendants, their products or services, and/or their commercial activities with JCPS and its FIBEROD marks.

38. Defendants' unauthorized use of the FIBEROD Marks and Domain Name has damaged and irreparably injured, and if permitted to continue, will further damage and irreparably injure JCPS, JCPS' FIBEROD Mark, JCPS' reputation and goodwill associated with its mark, and the public interest in being free from confusion.

39. Defendants' actions described above have caused and, if not enjoined, will continue to cause irreparable damage to JCPS' rights in the FIBEROD mark and to JCPS' FIBEROD business, reputation, and goodwill.

40. JCPS has no adequate remedy at law.

FIRST CLAIM FOR RELIEF
Trademark Infringement Under
Section 32(1) Of The Lanham Act
15 U.S.C. § 1114 (1)

41. JCPS repeats and realleges each and every allegation set forth in paragraphs 1 through 40.

42. Without JCPS' consent, Defendants have used and intend to continue to use in commerce reproductions, copies, and colorable imitations of JCPS' registered FIBEROD mark in connection with the offering, distribution, and advertising of directly competing goods, which is likely to cause confusion, or to cause mistake, or to deceive, in violation of Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1).

SECOND CLAIM FOR RELIEF
Trademark Infringement, False Designation
of Origin, Passing Off, and Unfair Competition
Under
Section 43(a)(1)(A) Of The Lanham Act
15 U.S.C. § 1125 (a)(1)(A)

43. JCPS repeats and realleges each and every allegation set forth in paragraphs 1 through 42.

44. Defendants' actions, as described above, are likely to cause confusion, or to cause mistake, or to deceive as to the origin, sponsorship, or approval of Defendants, their products, and/or commercial activities by or with JCPS and its FIBEROD business, and thus constitute trademark infringement, false designations of origin, passing off, and unfair competition in violation of Section 43(a)(1)(A) of the Trademark Act of 1946, as amended, 15 U.S.C. § 1125(a)(1)(A).

THIRD CLAIM FOR RELIEF
Trademark Infringement And Unfair Competition
Under Common Law

45. JCPS repeats and realleges each and every allegation set forth in paragraphs 1 through 44.

46. Defendants' actions, as described above, constitute common-law trademark infringement, misappropriation of JCPS' goodwill in the FIBEROD mark, and unfair competition in Texas, including in this District, and are violations of the common law of Texas, by reason of which JCPS has suffered, and will continue to suffer, irreparable injury.

PRAYER FOR RELIEF

WHEREFORE, JCPS prays that this Court enter judgment in its favor on each and every claim for relief set forth above and award it relief including, but not limited to, the following:

A. An Order declaring that Defendants' use of the FINALROD Marks and the FINALROD Domain Name infringes JCPS' FIBEROD mark, and constitutes unfair competition under federal and/or state law, as detailed above;

B. A permanent injunction enjoining Defendants and their employees, agents, partners, officers, directors, owners, shareholders, principals, subsidiaries, related companies, affiliates, distributors, dealers, and all persons in active concert or participation with any of them:

1. From using or registering the FINALROD Marks, the FINALROD Domain Name, and/or any other marks or names that are confusingly similar to JCPS' FIBEROD mark, as part of a trademark, trade name, corporate name, business name, e-mail address, domain name, URL, metatag, keyword, favicon, or other name, mark, or identifier;

2. From using the FINALROD trademark, and any other trademark that is confusingly similar to the FIBEROD mark, in any unauthorized manner including, but not limited to, use on signage, in advertising and promotional materials, on fixtures, vehicles, business cards and stationery, on websites, or otherwise; and

3. From representing by any means whatsoever, directly or indirectly, that Defendants, any products or services offered by Defendants, or any activities undertaken by Defendants, are associated or connected in any way with JCPS or the FIBEROD brand, or sponsored by or affiliated with JCPS or its FIBEROD brand;

D. An Order directing Defendants to destroy all products, signage, advertisements, menus, promotional materials, stationery, forms, and/or any other materials and things that contain or bear the FINALROD Marks and/or the FINALROD Domain Name, or any other marks or names that are confusingly similar to JCPS' well-known FIBEROD mark, including, but not limited to, any names or marks comprised of or containing FINALROD, FINAL ROD, or variations thereof;

E. An Order directing Defendants to immediately remove and de-list the FINALROD Domain Name from any search engines or directories in which it appears;

F. An Order directing Defendants to, within thirty (30) days after the entry of the injunction, file with this Court and serve on JCPS' attorneys a report in writing and under oath setting forth in detail the manner and form in which Defendants have complied with the injunction pursuant to 15 U.S.C. § 1116;

G. An Order directing GoDaddy as the registrar, or the current registrar if different than GoDaddy to immediately transfer to JCPS or its designee the FINALROD Domain Name and any other domain names owned or controlled by Defendants comprised of or containing

FINALROD, or any other marks or names that are confusingly similar to JCPS' FIBEROD mark, or variations thereof;

H. An Order requiring Defendants to pay JCPS damages in an amount as yet undetermined caused by the foregoing acts, and trebling such damages in accordance with 15 U.S.C. § 1117, and other applicable laws;

I. An Order requiring Defendants to pay JCPS all of its litigation expenses, including reasonable attorney's fees and the costs of this action pursuant to 15 U.S.C. § 1117, and other applicable laws; and

J. Other relief as the Court may deem appropriate.

Dated: November 22, 2011

Respectfully submitted,

By: /s/ Eric H. Findlay

Eric H. Findlay

State Bar No. 00789886

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ATTORNEY FOR PLAINTIFF JOHN
CRANE PRODUCTION SOLUTIONS
INC.

CERTIFICATE OF SERVICE

On November 22, 2011, I electronically submitted the foregoing document with the clerk of court for the U.S. District Court, Northern District of Texas, using the electronic case filing system of the court. I hereby certify that parties of record will be served via process server in compliance with the Federal Rules of Civil Procedure 4(e) and 4(h).

By: /s/ Eric H. Findlay
Eric H. Findlay

JOHN CRANE PRODUCTION SOLUTIONS INC.

v.

R2R AND D, LLC, FINALROD INC., RUSSELL P. RUTLEDGE

Civil Action No. _____

COMPLAINT

Exhibit A

ASSET PURCHASE AGREEMENT

DATED AS OF MARCH 12, 2008

BETWEEN

FR ACQUISITION SUB, INC.,

THE SELLERS

AND

**THE HOLDERS OF THE SELLERS
SET FORTH ON EXHIBIT A HERETO**

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EXECUTION COPY

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), is dated as of March 12, 2008, by and between FR Acquisition Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of the Parent (as defined below)(the "Buyer"), Upstream Energy Services, Inc., a Delaware corporation and a wholly-owned subsidiary of Smiths Specialty Engineering Group Limited (the "Parent"), The Fiber Composite Company, Inc., d/b/a, Fiberod, Inc., a Texas corporation, FC Patent, Ltd., a Texas limited partnership; Fiberod Industries, LLC, a Texas limited liability corporation, and Fiberod Inc., a Texas corporation (each, a "Seller" and together, the "Sellers") and the individuals set forth on Exhibit A hereto (the "Holders"). The Buyer and the Sellers are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, the Sellers desire to sell the Purchased Assets and transfer the Assumed Liabilities to the Buyer and the Buyer desires to purchase the Purchased Assets and assume the Assumed Liabilities from the Sellers upon the terms and subject to the conditions set forth in this Agreement.

WHEREAS, the Holders own a majority of the outstanding capital stock of the Sellers and are entering into this Agreement in order to give to Buyer, among other things, the benefit of certain representation, warranties, covenants and contractual rights of indemnification upon which the Buyer is relying in consummating the transactions described herein.

NOW, THEREFORE, in consideration of the foregoing premises and the respective representations and warranties, covenants and agreements contained herein, the Parties hereto agree as follows:

ARTICLE 1

SALE AND PURCHASE.

1.1 Agreement to Sell and Purchase.

1.1.1 At the Closing, Sellers shall grant, sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase from Sellers, all right, title and interest of Sellers in and to all of the assets, properties, and rights of every kind, and description, real, personal and mixed, tangible and intangible, wherever situated, constituting or used in connection with the Business on the Closing Date other than the Excluded Assets (collectively, the "Purchased Assets"), free and clear of all Encumbrances, including the following:

- (a) all Accounts Receivable and prepaid expenses;
- (b) all machinery, equipment, Inventory, work-in-process, office furniture, fixtures, automobiles, leasehold improvements, computers, tools, manufacturing, warehouse and office supplies and stationary;
- (c) all information, files, books records, data, plans and recorded knowledge, including without limitation customer and supplier lists;

- (d) all Confidential Information;
- (e) all insurance, insurance proceeds and rights to receive insurance proceeds, to the extent that the same relate to periods, events, conditions or other matters existing or occurring prior to the Closing Date;
- (f) all Company IP, including the name "Fiberod" and all similar names;
- (g) all telephone numbers and facsimile numbers currently used in the Business;
- (h) all rights under any permits from any Governmental or Regulatory Entity that have been issued or applied for;
- (i) all information, files, books, records, data, plans and recorded knowledge, with respect to customers, suppliers, employees and other aspects of the Business;
- (j) all rights under any Contracts (the "Assumed Contracts"), including those listed on Schedule 1.1.1(j);
- (k) all Owned Real Property; and
- (l) the business and operations of Sellers as a going concern.

1.1.2 Notwithstanding the foregoing, the Purchased Assets shall not include any of the following (the "Excluded Assets"):

- (a) all cash and cash equivalents of Seller;
- (b) the corporate seals, Charter Documents, minute books, stock books, Tax Returns, books of account or other records having to do with the formation of Sellers;
- (c) all bank accounts of Sellers;
- (d) the rights that accrue or will accrue to Sellers and the Holders under this Agreement; or
- (e) the assets specified in Schedule 1.1.2(e) hereto, which are not related to the Business.

1.2 Assumption of Liabilities.

1.2.1 At the Closing, Buyer shall assume and agree to pay, discharge or perform, as applicable, only the following Liabilities of Sellers (the "Assumed Liabilities"):

- (a) all trade payables relating to the Business accrued or reserved for on the Balance Sheet or arising in the ordinary course of business since the date of the Balance Sheet;

(b) the post-Closing executory obligations of Sellers in respect of the Assumed Contracts; and

(c) accruals for vacation and sick leave in an amount up to

1.2.2 The Excluded Liabilities shall remain the sole responsibility of and shall be retained, paid, performed and discharged by Sellers and the Holders, as applicable. The "Excluded Liabilities" shall mean every Liability of Sellers other than the Assumed Liabilities, including any and all of the following:

(a) any Liability under any Contract relating to the period prior to the Closing Date except as provided in Section 1.2.1(a);

(b) any Tax payable with respect to the Business or the Purchased Assets with respect to any period or portion thereof ending on or before the Closing Date (including the portion of a taxable year beginning before and ending after the Closing Date);

(c) any Liabilities arising prior to the Closing Date or as a result of the Closing for severance, bonuses or any other form of compensation to any employees;

(d) any Liabilities arising out of any default by Sellers of any provision of any Contract occurring on or prior to the Closing;

(e) any Pre-Closing Environmental Liability;

(f) any product Liability or similar claim for injury to any Person or property, regardless of when made or asserted, that arises out of or is based upon any express or implied representation, warranty, agreement or guarantee made by Sellers on or prior to the Closing, or that is imposed by operation of law in connection with any service performed or product sold or leased by or on behalf of Sellers on or prior to the Closing;

(g) any Liabilities under any Benefit Plan;

(h) any Liabilities arising from or related to any Contracts as to which a Consent is not obtained by the Sellers on or prior to the Closing Date regardless of whether Buyer waives delivery of such Consent;

(i) any Liabilities under or in connection with any Excluded Assets;

(j) any Liabilities of Sellers or any Shareholder arising or incurred in connection with the negotiation, preparation and execution of this Agreement and the Transaction Documents, including attorneys' fees; and

(k) any other Liabilities, regardless of when made or asserted, that are not specifically assumed under Section 1.2.1.

1.3 Purchase Price. The aggregate purchase price for the grant, sale, conveyance, assignment, transfer and delivery of the Purchased Assets to Buyer and the assumption by Buyer

of the Assumed Liabilities is .) plus or minus, as the case may be, the difference between: (i) the Estimated Tangible Assets Amount and (ii) (the "Initial Tangible Assets Amount") (such amount, the "Closing Date Purchase Price"), subject to post-closing adjustment pursuant to Section 1.4 and 1.5 (as adjusted, the "Purchase Price"). The Purchase Price shall be payable as provided in Sections 1.4, 1.5 and 1.6.

REDACTED

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1.8 Consent of Third Parties. Nothing in this Agreement shall be construed as an attempt by the Sellers to assign to Buyer pursuant to this Agreement any Contract, permit, franchise, claim or asset included in the Purchased Assets that is by its terms or by law non-assignable without the consent of any other party or parties, unless such consent or approval shall have been given (a "Non-Assignable Contract"). To the extent that any Consent in respect of a Non-Assignable Contract shall not have been obtained on or before the Closing Date, Buyer may elect to proceed with the Closing, and, in which case, the Sellers shall continue to use best efforts to obtain any such Consent or novation after the Closing Date until such time as it shall have been obtained, and the Sellers shall cooperate with Buyer in any economically feasible arrangement to provide that Buyer shall receive the interest of the Sellers in the benefits under such Non-Assignable Contract, including performance by the Sellers as agent if economically feasible, provided that Buyer shall undertake to pay or satisfy the corresponding Liabilities under the terms of such Non-Assignable Contract to the extent that Buyer would have been responsible

therefor if such consent or approval had been obtained. The Sellers shall pay and discharge, and shall indemnify and hold harmless Buyer and its Affiliates from and against, any and all out-of-pocket costs of seeking to obtain or obtaining any such Consent whether before or after the Closing Date. Nothing contained in this Section 1.8 or elsewhere in this Agreement shall be deemed a waiver by Buyer of its rights to have received on the Closing Date an effective assignment of all of the Purchased Assets or of the covenant of the Sellers to obtain all of the Consents, nor shall this Section 1.8 or any other provision of this Agreement be deemed to constitute an agreement to exclude from the Purchased Assets any Contracts as to which a Consent may be necessary.

ARTICLE 2

CLOSING

2.1 Closing. The closing of the transactions contemplated hereunder (the "Closing") shall take place at the offices of Meyer, Knight & Williams, LLP, 8100 Washington Ave., Suite 1000, Houston, Texas 77007, at 10:00 a.m. on a date to be specified by the Parties which shall be no later than two Business Days after satisfaction (or waiver as provided herein) of the conditions set forth in Articles 6 and 7 (other than those conditions that by their nature will be satisfied at the Closing), unless another time, date and/or place is agreed to in writing by the parties. The date upon which the Closing occurs is herein referred to as the "Closing Date."

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF SELLERS AND THE SELLERS

Sellers represent and warrant to Buyer as of the date hereof that the statements contained in this Article 3 are true and correct, except as set forth in the disclosure schedule dated and delivered as of the date hereof by Sellers to Buyer (the "Sellers Disclosure Schedule"), which is attached to this Agreement and is designated therein as being the Sellers Disclosure Schedule. The Sellers Disclosure Schedule shall be arranged in sections corresponding to each Section of this Article 3. Each exception to a representation and warranty set forth in the Sellers Disclosure Schedule shall qualify the specific representation and warranty which is referenced in the applicable section of the Sellers Disclosure Schedule, and no other representation or warranty.

3.1 Organization and Good Standing.

3.1.1 Each Seller is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation, has all requisite power to own, lease and operate its properties and to carry on its business as currently conducted and as proposed to be conducted, and is duly qualified to do business and is in good standing as a foreign entity in each jurisdiction in which it owns or leases property or conducts any business so as to require such qualification. Section 3.1.1 of the Sellers Disclosure Schedule contains a complete and accurate list of each jurisdiction in which the Sellers are qualified to do business.

3.1.2 The Sellers are not in default under their Charter Documents. The Charter Documents of the Sellers in the forms attached to Section 3.1.2 of the Sellers Disclosure Schedule are the Charter Documents of the Sellers as in effect on the date of this Agreement.

3.2 Subsidiaries of the Sellers. Except as set forth in Section 3.2 of the Sellers Disclosure Schedule, the Sellers do not have any Subsidiaries.

3.3 Authority and Enforceability. Sellers have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, on the part of Sellers. This Agreement has been duly executed and delivered by Sellers and, assuming due authorization, execution and delivery by Buyer, constitutes the valid and binding obligation of Sellers, enforceable against them in accordance with its terms.

3.4 No Conflicts; Authorizations.

3.4.1 The execution and delivery of this Agreement by Sellers do not, and the performance by Sellers of their obligations hereunder and the consummation by Sellers of the transactions contemplated by this Agreement (in each case, with or without the giving of notice or lapse of time, or both) will not, directly or indirectly, (i) violate the provisions of any of the Charter Documents of the Sellers; (ii) except as set forth in Section 3.4.1 of the Sellers Disclosure Schedule, violate or constitute a default, an event of default or an event creating rights of acceleration, termination, cancellation, imposition of additional obligations or loss of rights, or require a consent to assignment, under any Contract (A) to which Sellers are a party, (B) of which Sellers are a beneficiary or (C) except as set forth in Section 3.4.1 of the Sellers Disclosure Schedule, by which Sellers or any of their respective assets are bound; (iii) violate or conflict with any Law, Authorization or Order applicable to Sellers, or give any Governmental Entity or other Person the right to challenge any of the transactions contemplated by this Agreement or to exercise any remedy, obtain any relief under or revoke or otherwise modify any rights held under, any such Law, Authorization or Order; or (iv) result in the creation of any Liens upon any of the assets owned or used by the Sellers. Section 3.4.1 of the Sellers Disclosure Schedule sets forth all consents, waivers, assignments and other approvals and actions that are required in connection with the transactions contemplated by this Agreement under any Contract to which the Sellers are a party (collectively, "Consents") in order to preserve all rights of, and benefits to, the Sellers thereunder.

3.4.2 Except for filings required pursuant to the HSR Act, no Authorization or Order of, registration, declaration or filing with, or notice to, any Governmental Entity or other Person is required by or with respect to Sellers in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder.

3.5 Financial Statements.

REDACTED

3.6 Inventory. All Inventory of the Sellers (including materials, supplies, parts, work-in-process and finished goods) is of a quality, quantity and condition useable or saleable in the ordinary course of business. To the extent applicable, all Inventory of the Sellers is in compliance with the applicable quality standards of the American Petroleum Institute. Except to the extent reflected in the Balance Sheet, none of such Inventory is obsolete and no write-down of such Inventory has been made or should have been made in the period since December 31, 2007. The quantities of each item of Inventory are not excessive and are reasonable in the present circumstances of the Sellers. All work-in-process and finished goods Inventory is free of any defect or other deficiency. Except as set forth in Section 3.6 of the Sellers Disclosure Schedule, all of such Inventory is located at the facilities of the Sellers and no Inventory is held on a consignment basis.

3.7 Accounts Receivable.

REDACTED

3.8 Taxes.

REDACTED

REDACTED

3.9 Compliance with Law.

3.9.1 Each of the Sellers has complied in all material respects with each, and is not in violation of, any applicable Law to which such Seller or its respective business, operations, assets or properties is or has been subject.

3.9.2 Except as set forth in Section 3.9.2 of the Sellers' Disclosure Schedules, no event has occurred and no circumstances exist that (with or without the passage of time or the giving of notice) may result in a violation of, conflict with or failure on the part of any Seller to comply with, any Law, except for any such violations, conflicts or failures to comply that would not in the aggregate be material to such Seller. None of the Sellers have received notice regarding any violation of, conflict with, or failure to comply with, any Law.

3.10 Authorizations.

REDACTED

REDACTED

3.11 Title to Personal Properties. The Sellers have good title to, valid leasehold interests in or valid licenses to use, all of the Purchased Assets, free from any Encumbrances except those set forth in Section 3.11 of the Sellers' Disclosure Schedule. The use of the Purchased Assets does not encroach on the property or rights of any Person. All tangible personal property included in the Purchased Assets is suitable for the purposes for which they are used, and, except as set forth in Section 3.11 of the Sellers' Disclosure Schedule, are in good working condition, reasonable wear and tear excepted, and are free from any known defects. The Purchased Assets constitute all of the assets, properties and rights used in the conduct of the Business by Buyer as operated by the Sellers during the past 12 months and constitute all assets, properties and rights necessary for the conduct of the Business. Except for the Excluded Assets, there are no assets or properties used in the operation of the Business that are owned by any Person other than the Sellers that will not be licensed or leased to Buyer under valid, current license arrangements or leases.

3.12 Condition of Purchased Assets. Except for ordinary wear and tear, the equipment and all other tangible assets and properties which are part of the Purchased Assets are in good operating condition and repair and are usable in the ordinary course of the business and conform in all respects to all applicable Laws relating to their use and operation as such Purchased Assets are currently used in the conduct of the Business. Except pursuant to leases described on any Schedule hereto, no Person other than the Sellers owns any vehicles, equipment or other tangible assets situated on the facilities used by the Sellers in the Business which are necessary to the operation of the Business.

3.13 Real Property.

3.13.1 Section 3.13.1 of the Sellers Disclosure Schedule contains (i) an accurate and complete list of all real property and interests in real property owned in fee by the Sellers (the "Owned Real Property"), and (ii) an accurate and complete list of all real property and interests in real property leased by the Sellers (the "Leased Real Property" and together with the Owned Real Property, the "Real Property"). The Real Property listed in Section 3.13.1 of the Sellers Disclosure Schedule includes, subject to the Permitted Liens, all interests in real property used in or necessary for the conduct of the businesses and operations of the Sellers as currently conducted and as proposed to be conducted.

3.13.2 With respect to each parcel of Owned Real Property:

(a) The Sellers have good, marketable, undivided fee simple title, insurable as such at regular rates by a nationally recognized title insurance company, to each such parcel of Owned Real Property free and clear of all Liens, except Permitted Liens.

(b) The legal description for such parcel of Owned Real Property contained in the deed thereof describes the property fully and accurately. All buildings, structures and facilities located on, and improvements to, such parcel of Owned Real Property are located within the boundary lines of such Owned Real Property and do not encroach on any easement, right of way or other encumbrance which burdens any portion of the Owned Real Property. No structures, facilities or other improvements on any parcel adjacent to the Owned Real Property encroach onto any portion of the Owned Real Property.

(c) Sellers have delivered to Buyer true and correct copies of the deeds and other instruments (as recorded) by which the Sellers acquired such parcel of Owned Real Property, and copies of all title insurance policies, opinions, abstracts and surveys in the possession of the Sellers relating thereto.

(d) There are no outstanding options, rights of first refusal, rights of first offer or similar contracts or rights to purchase such parcel of Owned Real Property, or any portion thereof or interest therein.

3.13.3 With respect to Leased Real Property, Sellers have delivered to Buyer a true and complete copy of every lease and sublease pursuant to which the Sellers are a party or by which they are bound (each, a "Lease"). The Sellers have peaceful, undisturbed and exclusive possession of the Leased Real Property.

3.13.4 The uses for which the buildings, facilities and other improvements located on the Real Property are zoned do not restrict or impair the use of the Real Property for purposes of the businesses of the Sellers.

3.13.5 No Governmental Entity having the power of eminent domain over the Real Property has commenced or, to the Knowledge of the Sellers, intends to exercise the power of eminent domain or a similar power with respect to all or any part of the Real Property. There are no pending or, to Sellers' Knowledge, threatened condemnation, fire, health, safety, building, zoning or other land use regulatory proceedings, lawsuits or administrative actions relating to any portion of the Real Property or any other matters which do or may adversely affect the current use, occupancy or value thereof. None of the Sellers has received notice of any pending or threatened special assessment proceedings affecting any portion of the Real Property.

3.13.6 The Real Property and all present uses and operations of the Real Property comply with all Laws, covenants, conditions, restrictions, easements, disposition agreements and similar matters affecting the Real Property. The Real Property and its continued use, occupancy and operation as used, occupied and operated in the conduct of the businesses of the Sellers do not constitute a nonconforming use and is not the subject of a special use permit under any Law.

3.13.7 The Real Property is in suitable condition for the Sellers' business as currently conducted and as proposed to be conducted. Each of the Sellers has good and physical and legal rights of ingress and egress to and from all Real Property from and to the public street

systems for all usual street, road and utility purposes, and no circumstances or set of circumstances exists which, with the giving of notice or the passage of time, or both, would result in the termination of such ingress or egress.

3.13.8 No Person other than the Sellers is in possession of any of the Real Property or any portion thereof, and there are no leases, subleases, licenses, concessions or other agreements, written or oral, granting to any Person other than such Seller the right of use or occupancy of the Real Property or any portion thereof. To the Knowledge of Sellers, no easement, utility transmission line or water main located on the Real Property adversely affects the use of the Real Property or any improvement on the Real Property in any material respect.

3.13.9 All water, sewer, gas, electric, telephone and drainage facilities, and all other utilities required by any Law or by the use and operation of the Real Property in the conduct of the businesses of the Sellers are installed to the property lines of the Real Property, are connected pursuant to valid permits to municipal or public utility services or proper drainage facilities, are fully operable and are adequate to service the Real Property in the operation of the businesses of the Sellers and to permit compliance with the requirements of all Laws in the operation thereof. To Sellers' knowledge, no fact or condition exists which could result in the termination or material reduction of the current access from the Real Property to existing roads or to sewer or other utility services presently serving the Real Property.

3.13.10 The Sellers are not in default under, nor have the Sellers breached any of the terms of, any of the Permitted Liens.

3.13.11 All construction currently being made on any parcel of Owned Real Property shall be made in accordance with all applicable laws. The Sellers do not owe any monies to any contractor, subcontractor or materialman for labor or materials performed, rendered or supplied to or in connection with any parcel of Owned Real Property which will not be paid in full at the Closing.

3.14 Intellectual Property. Section 3.14 of the Sellers Disclosure Schedule identifies all agreements pursuant to which the Sellers license any Company IP (as defined below), except for any license implied by the sale of a product or for "off-the-shelf" software. Section 3.14 of the Sellers Disclosure Schedule also sets forth a list of all trademarks, service marks, service names, patents, patent applications, copyrights, domain names, inventions and other legally protectable rights used by the Sellers in the conduct of their respective businesses, which in all cases shall identify which entity is the owner or licensee and whether such asset is owned or licensed. The Sellers own or have a valid license to all intellectual property used or relied upon in their business during the past 12 months or that will be used or relied upon in their business as currently contemplated to be conducted, including all trademarks, service marks, service names, patent rights, trade secrets, copyrights, domain names and other proprietary rights ("Company IP"). Except as set forth in Section 3.14 of the Sellers Disclosure Schedule, the Sellers own all right, title and interest to each item of Company IP, free and clear of Liens, and have the right to use all Company IP without payment to a third party. All current employees of the Sellers have executed written agreements prohibiting disclosure of confidential information and assigning to the Sellers, as applicable, all rights to any inventions made during or derived from their relationship to the Sellers. The Sellers have taken commercially reasonable precautions to

protect the secrecy of their trade secrets. Neither of the Sellers have been alleged to infringe any intellectual property right of any other Person and there is no claim or action pending or, to the Sellers' Knowledge, threatened, alleging any such infringement. The operation of the business of the Sellers as presently conducted does not infringe any third-party intellectual property right.

3.15 Absence of Certain Changes or Events.

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REDACTED

3.17 Litigation.

REDACTED

3.17.2 There is no unsatisfied judgment, penalty or award against or affecting the Sellers or any of their respective properties or assets. There is no Order to which the Sellers or any of their respective properties or assets is subject.

3.18 Employee Benefits.

REDACTED

REDACTED

REDACTED

3.21 Environmental.

REDACTED

REDACTED

REDACTED

3.22 Insurance.

REDACTED

REDACTED

3.23 Warranties.

REDACTED

REDACTED

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Sellers as follows:

4.1 Organization and Good Standing. Buyer is duly incorporated, validly existing and in good standing under the laws of the state of its incorporation and is qualified to do business and is in good standing in such states where qualification is required, except wherein the failure to so qualify would reasonably be expected to have a material adverse effect on the business of Buyer.

4.2 Authority.

4.2.1 Buyer has the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder have been duly authorized by all necessary corporate action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and, assuming due authorization, execution and delivery by the Sellers, constitutes the valid and binding obligation of Buyer, enforceable against it in accordance with its terms.

4.2.2 Except as set forth on Schedule 4.2.2, there are no consents or approvals required to be obtained by Buyer in connection with the transactions contemplated by this Agreement.

4.2.3 Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereunder, nor compliance by Buyer with any of the provisions thereof will: (i) violate or conflict with, or result in a breach of any provisions of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, any of the Charter Documents of Buyer, or any note, bond, mortgage, indenture, deed of trust, license agreement, loan agreement or other agreement, instrument or obligation to which it is a party, or by which it or any of its properties or assets may be bound or affected; or (ii) violate any Order or Law, applicable to Buyer or any of its properties or assets.

4.3 Brokers or Finders. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer.

ARTICLE 5

OBLIGATIONS OF THE PARTIES

5.1 Conduct of Business. Prior to Closing, each of the Sellers shall, except as otherwise provided herein:

5.1.1 conduct the Business only in the ordinary course and consistent with prior practice;

5.1.2 maintain and keep and preserve its assets and properties in their normal condition and repair and maintain insurance thereon, all in accordance with present practices and not create or suffer to exist any Lien (other than Permitted Liens) of any nature whatsoever on any of its assets;

5.1.3 use its reasonable best efforts to preserve intact its corporate existence, goodwill and business organization, to keep available the services of its present officers and key employees, to preserve its relationships with suppliers and customers and others having business relations with it and to comply with all Laws and Orders;

5.1.4 use its reasonable best efforts to assist Buyer in obtaining the consent of any party to any Contract with the Sellers where the consent of that party may be required by reason of the transactions contemplated by this Agreement;

5.1.5 notify in writing the Buyer of any resignations or terminations of any employee of the Sellers;

5.1.6 not take any action that would limit the ability of Sellers to restate as of the Closing Date the representations in Section 3.17 of this Agreement;

5.1.7 not dispose, mortgage, pledge or otherwise encumber any of its assets except the sale of inventory in the ordinary course of business without the prior written approval of Buyer,

5.1.8 not amend, terminate or change in any material respect any Contract listed in any Schedule and will not knowingly do any act or omit to do any act, or permit an act or omission to act, which will cause a material breach of any such Contract;

5.1.9 not grant any general increase in the rates of pay of any of its hourly-paid employees,

5.1.10 not grant any increase in the salaries or other compensation of any of its officers or other salaried employees;

5.1.11 not grant any increase in the pension, retirement or other employment benefits of any character of, or grant any new benefits to, any of its present or former officers or employees and benefits to new employees no greater than those provided to existing employees;

5.1.12 not enter into any employment, severance or special bonus agreement or arrangement with any employee, or amend any such existing agreement or arrangement; and

5.1.13 not agree or commit to take, or fail to take, any action that, if it occurred, would violate any of the foregoing.

5.2 Access to Information and Documents. Upon reasonable notice and during regular business hours, Sellers will give or cause to be given to Buyer and Buyer's attorneys, accountants and other representatives appropriate access to the personnel of the Sellers and the properties, documents, contracts, books and records of the Sellers and will furnish Buyer with copies of those documents and with information with respect to the affairs of the Sellers as Buyer may from time to time reasonably request.

5.3 Notice. Each Party shall give prompt written notice to the other Parties of (a) the occurrence, or failure to occur, of any event which occurrence or failure would be likely to cause

any representation or warranty of Sellers, on the one hand, or Buyer, on the other hand, as the case may be, contained in this Agreement to be untrue or inaccurate in any material respect at any time from the date hereof to the Closing Date or that will or may result in the failure to satisfy any of the conditions specified in Articles 6 or 7 and (b) any failure of Sellers, on the one hand, or Buyer, on the other hand, as the case may be, to comply in any material respect with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder.

5.4 Regulatory and Other Approvals. At and prior to the Closing, each Party shall use commercially reasonable efforts to fulfill, and to cause each other to fulfill, as soon as practicable before the Closing Date, the conditions specified in Sections 6 and 7 to the extent that the fulfillment of such conditions is within its, his or her control. In connection with the foregoing, each Party will (i) refrain from any actions that would cause any of its representations and warranties to be inaccurate as of the Closing, and take any reasonable actions within its control that would be necessary to prevent its representations and warranties from being inaccurate as of the Closing, (ii) execute and deliver the applicable agreements and other documents referred to in Sections 6 and 7, (iii) comply with all applicable Laws in connection with its execution, delivery and performance of this Agreement and the transactions contemplated hereby, (iv) use commercially reasonable efforts to obtain in a timely manner all necessary waivers, consents and approvals required under any Laws, Contracts or otherwise, including, in the case of Sellers, any consents required pursuant to Section 6.4 and (v) use commercially reasonable efforts to take, or cause to be taken, all other actions and to do, or cause to be done, all other things reasonably necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated hereby.

5.4.1 Without limiting the generality of the foregoing, the Sellers and the Buyer shall use its, his or her commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done all things necessary, with respect to (i) seeking to obtain prior to the Closing Date all approvals of any Governmental Entity as are necessary for the consummation of the transactions contemplated hereby, including such clearances as may be required under the HSR Act and (ii) seeking to effect all necessary registrations and other filings and submissions of information requested by any Governmental Entity in connection with this Agreement and the transactions contemplated hereby. As promptly as practicable, and in any event not more than seven Business Days after the date hereof, Buyers and Seller shall file with the U.S. Federal Trade Commission and the Antitrust Division of the U.S. Department of Justice the notifications and other information required to be filed under the HSR Act with respect to the Transactions. Each of Buyer and Sellers shall make available to the other such information relative to its business, assets and property as the other may reasonably request in order to prepare filings or submissions under the HSR Act. Each of Buyer and Sellers shall keep the other apprised in a timely manner of the status and substance of all meaningful actions or communications between it (or its advisors) and any such agency relating to this Agreement or any of the matters described in this Section 5.4.1. Neither Buyer nor Sellers shall take any meaningful actions or enter into any accommodation, resolution or settlement with any such agency relating to this Agreement or any of the matters described in this Section 5.4.1 without discussing it with the other Party. The Sellers each hereby acknowledge that Buyer will have primary authority for addressing and resolving any issues with respect to the transactions contemplated hereby that may arise in the course of the HSR Act review process. Sellers and Buyer hereby mutually commit to instruct their respective counsel to cooperate with each other

and use commercially reasonable efforts to facilitate and expedite the identification and resolution of any such issues and, consequently, expiration of the HSR Act waiting period at the earliest practicable date. Buyer shall pay the filing fee under the HSR Act.

5.4.2 As promptly as practicable, Buyer shall file with the Committee on Foreign Investment in the U.S. ("CFIUS") the requisite notification under the Exon-Florio amendment to the Omnibus Trade and Competitiveness Act of 1988 as amended by the Defense Authorization Act for Fiscal Year 1993, as amended (the "Exon-Florio Provision"), if any, in connection with this Agreement and the transactions contemplated hereby. Sellers shall make available to Buyer such information relative to its business, assets and property as Buyer may reasonably request in order to file the requisite notification with CFIUS under the Exon-Florio Provision.

5.5 No Solicitation of Transactions. Sellers will not, and will cause their respective employees, representatives, investment bankers, consultants, advisors, agents and affiliates not to, directly or indirectly, (a) initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, or (b) participate in any discussions or negotiations with, or disclose any information concerning the Sellers to, or afford any access to the properties, books or records of the Sellers to, or otherwise assist, facilitate or encourage, any Person (other than Buyer, its affiliates, agents and representatives) in connection with any possible proposal regarding a sale or acquisition of any of the capital stock or any other equity interest in the Sellers, or a merger, consolidation or business combination involving the Sellers, or the liquidation or reorganization of the Sellers, or a sale of all or substantially all of the assets of the Sellers or any similar transaction. The Sellers shall promptly notify Buyer after receipt of any such proposal and the terms and conditions of any such proposal.

5.6 Noncompetition. During the period until the later of two years following the termination of their employment with the Sellers or three years from the Closing Date (the "Restricted Period"), none of the Restricted Persons shall directly or indirectly invest in, own, manage, operate, finance, control, advise, render services to or guarantee the obligations of any Person engaged in or planning to become engaged in the Business as presently conducted or the Business of Buyer as conducted during the term of such Restricted Person's employment with the Buyer, provided, however, that Seller and/or such Restricted Persons may (a) purchase or otherwise acquire up to (but not more than) three percent (3%) of any class of the securities of any Person (but may not otherwise participate in the activities of such Person) if such securities are listed on any national or regional securities exchange or have been registered under Section 12(g) of the Exchange Act and (b) engage in the activities described on Schedule 5.6 hereto.

5.7 Nonsolicitation. During the Restricted Period, no Restricted Person shall, directly or indirectly:

5.7.1 cause, induce or attempt to cause or induce any customer, supplier, licensee, licensor, franchisee, employee, consultant or other business relation of Buyer to cease doing business with Buyer, to deal with any competitor of Buyer or in any way interfere with its relationship with Buyer; or

5.7.2 cause, induce or attempt to cause or induce any customer, supplier, licensee, licensor, franchisee, employee, consultant or other business relation of Sellers and the Sellers on the Closing Date, within the year preceding the Closing Date or during the Restricted Period to cease doing business with Buyer, to deal with any competitor of Buyer or in any way interfere with its relationship with Buyer, provided, however, that Restricted Persons may solicit customers and suppliers of Sellers and the Sellers during such period solely in connection with the activities described in Schedule 5.6 hereto.

5.8 Nondisparagement. After the Closing Date, no Restricted Person will disparage Buyer or any of Buyer's shareholders, directors, officers, employees or agents and Buyer will not disparage any Restricted Person.

5.9 Modification of Covenant. If a final judgment of a court or tribunal of competent jurisdiction determines that any term or provision contained in Sections 5.6, 5.7 or 5.8 is invalid or unenforceable, then the parties agree that the court or tribunal will have the power to reduce the scope, duration or geographic area of the term or provision, to delete specific words or phrases or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision. This Section 5.9 will be enforceable as so modified after the expiration of the time within which the judgment may be appealed. This Section 5.9 is reasonable and necessary to protect and preserve Buyer's legitimate business interests and the value of the Assets and to prevent any unfair advantage conferred on Seller.

5.10 Related Assets. If any Affiliates of the Sellers own or otherwise possess any right, title or interest of any type or nature whatsoever in any assets that are used in the operation of the Business, the Sellers shall cause such Affiliate to transfer such assets, free and clear of all Encumbrances, to the Sellers prior to Closing, and such assets shall become Purchased Assets; provided that, in the case of any such asset that may not be assigned to the Sellers without obtaining a Consent which has not been obtained as of the Closing, the provisions of Section 1.7 shall be applicable and the Sellers shall cause such Affiliate to comply with such provisions as if such Affiliate were "Seller" for purposes of such provisions.

5.11 Change of Name. On the Closing Date, each Seller shall file the necessary documentation in its jurisdictions of formation and any jurisdictions where Seller is registered to do business to change its name from "Fiberod", "Fiber Composite", "FC Patent" or any names similar thereto to dissimilar names. From and after the Closing Date, the Sellers shall not do business under the names "Fiberod", "Fiber Composite", "FC Patent" or any names similar thereto in any jurisdiction and the Sellers and their Affiliates shall execute any documentation necessary for Buyer or any of its Affiliates to use the names "Fiberod", "Fiber Composite", "FC Patent" or any names similar thereto.

5.12 Accounts Receivable. From and after the Closing, if any of the Sellers or any of their Affiliates receive or collect any funds relating to any Accounts Receivable of the Sellers included in the Purchased Assets or other assets of Buyer or the Business, such Seller or its Affiliate shall remit any such amounts to Buyer within five (5) days of each day on which the Seller or its Affiliate receives such sum. The Sellers and their respective Affiliates will also forward any mail and other communications related to the Accounts Receivable of the Sellers

included in the Purchased Assets and other assets of Buyer or the Business to Buyer at the address provided in Section 11.1 herein.

5.13 Employees.

REDACTED

5.14 Tax Matters.

REDACTED

REDACTED

REDACTED

5.15 Publicity. Neither the Sellers (or any of their Affiliates) nor the Holders shall issue any press release or otherwise make any public statement with respect to the transactions contemplated hereby without first consulting with and obtaining the approval of the Buyer.

5.16 Insurance. For a period of two years following the Closing, Buyer will maintain insurance policies with respect to the Purchased Assets that are substantially comparable to those maintained by the Sellers prior to the Closing.

5.17 Inventory. Prior to the Closing, Buyer and the Sellers will work together to conduct a physical inventory of the assets of the Sellers relating to the Business.

5.18 Excluded Assets. Within 90 calendar days following the Closing, the Sellers shall cause those assets specified on Schedule 1.1.2(e) hereto that are identified on such schedule as related to FiberFlex, Inc. to either be destroyed or made unserviceable.

5.19 Documentation and Company IP Transfer. The Sellers shall (i) use best efforts to document or cause to be documented all information and knowledge any employee of Sellers relating to Products and Company IP (the "Documentation") in such way and within such timeframes as reasonably requested by the Buyer. Documentation shall be in all material respects current, accurate, and sufficient in detail and content to identify and explain the Products and Company IP, and to allow full and proper use of the Products and Company IP by Buyer without reliance on the knowledge or memory of any individual, and transfer or cause to be transferred to Buyer any and all such Documentation; (ii) use best efforts to work with the Buyer to allow Buyer to have full and proper use of the Products and Company IP, including, if so requested by Buyer, providing Sellers' personnel to attend meetings with and actively educate Buyer; and (iii) do all such other acts and things regarding the transfer of Documentation as reasonably requested by Buyer.

5.20 Cooperation. From time to time after the date hereof, upon request by Buyer and without further consideration, Sellers shall execute, acknowledge and deliver or cause to be executed, acknowledged and delivered all such other instruments of sale, assignment, conveyance and transfer, and shall take all such other commercially reasonable action, in each case to the extent required to give effect to the transactions in accordance with the terms of this Agreement.

ARTICLE 6

CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER

The obligations of Buyer under this Agreement shall, at the option of Buyer, be subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions precedent (any or all of which may be waived by Buyer):

6.1 Accuracy of Representations and Warranties. All warranties and representations made by Sellers (a) to the extent qualified by a materiality qualification contained in any such representation and warranty shall be true and correct on and as of the Closing Date with the same effect as if such warranties and representations had been made on and as of the Closing Date and (b) to the extent not qualified by a materiality qualification contained in any such warranties and representations shall be true and correct in all material respects on and as of the Closing Date with the same effect as if such warranties and representations had been made on and as of the Closing Date, except with respect to any representations and warranties that address matters only as of a particular date or for a particular period (which shall be true and correct in all respects of such date or for such period).

6.2 Compliance with Covenants. Sellers shall have performed or with all covenants, agreements and conditions contained in this Agreement on their part required to be performed or complied with at or prior to the Closing.

6.3 No Contrary Order. The Closing shall not violate any Order of any Governmental or Regulatory Entity having competent jurisdiction.

6.4 Consents. All consents, approvals, authorizations, exemptions and waivers from third parties set forth on Schedule 6.4 shall have been obtained, including approval under the HSR Act.

6.5 Closing Date Indebtedness; Release of Liens. The Closing Date Indebtedness shall have been repaid in full or shall be paid in full pursuant to Section 1.4 hereof and Sellers shall have delivered to Buyer evidence reasonably satisfactory to Buyer that all Liens in respect of the Closing Date Indebtedness affecting any property of the Sellers have been released or shall be released upon delivery of the payments contemplated by Section 1.4 hereof.

6.6 Employment Agreements. Each of Russ Rutledge and John Erazim shall have entered into employment or consulting agreements, respectively, with Buyer on mutually agreeable terms including a covenant not to compete for the term of the agreements and three years thereafter.

6.7 Opinion of Sellers' Counsel. Sellers shall have delivered to Buyer an opinion of Sellers' counsel, in the form attached hereto as Exhibit C.

6.8 Material Adverse Effect. There shall not have occurred a Material Adverse Effect.

6.9 Environmental Compliance.

6.9.1 Sellers shall have received a consent order or similar agreement satisfactory to the Buyer from the Texas Commission on Environmental Quality allowing the Buyer to operate the facility at Big Spring, Texas in a manner consistent with current operations pending receipt of a Title V Permit.

6.9.2 Sellers shall have applied for and received a Title V or other permit allowing for air emissions from the Midland, Texas site comparable to air emissions from the Big Spring, Texas site.

6.10 Closing. Sellers shall deliver, or cause to be delivered, to Buyer at or prior to the Closing the following documents:

6.10.1 Certified copies of resolutions adopted by the Board of Directors or the General Partner of the Sellers authorizing the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby;

6.10.2 A certificate of each of the Sellers, dated the Closing Date and signed by an authorized representative of such Seller, certifying on behalf of such Seller, as to the fulfillment of the conditions set forth in Sections 6.1 and 6.2;

6.10.3 Pay-off letters from the Sellers' lenders regarding the Closing Date Indebtedness in form and substance reasonably satisfactory to Buyer;

6.10.4 FIRPTA certificate;

6.10.5 Such bills of sale, assignments, endorsements and other instruments and documents of conveyance and transfer, in form and substance reasonably satisfactory to the Buyer and its counsel, as shall be necessary and effective to transfer and assign to Buyer all of Sellers' right, title and interest in and to the Purchased Assets; and

6.10.6 Duly executed Transaction Documents.

ARTICLE 7

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF SELLERS

The obligations of Sellers under this Agreement shall, at the option of Sellers, be subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions precedent (any or all of which may be waived by Sellers):

7.1 Accuracy of Representations and Warranties. All warranties and representations made by Buyer in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if such warranties and representations had been made on and as of the Closing Date.

7.2 Compliance With Covenants. Buyer shall have performed or complied in all material respects with all covenants, agreements and conditions contained in this Agreement on its part required to be performed or complied with at or prior to the Closing.

7.3 No Contrary Order. The Closing shall not violate any Order of any Governmental or Regulatory Entity having competent jurisdiction.

7.4 Consents. The parties shall have received notification of approval under the HSR Act.

7.5 Closing.

7.5.1 Buyer shall deliver, or cause to be delivered, to Sellers at the Closing:

- (a) The Adjusted Closing Date Purchase Price;
- (b) A certificate, dated the Closing Date and signed by an executive officer of Buyer, certifying on behalf of Buyer, as to the fulfillment of the conditions set forth in Sections 7.1 and 7.2; and
- (c) Duly executed employment or consulting agreements with each of Russ Rutledge and John Erazim.

7.5.2 Buyer shall deliver, or cause to be delivered, to the Escrow Agent at the Closing the Escrow Funds.

ARTICLE 8

SELLERS' REPRESENTATIVE

8.1 Appointment of Sellers' Representative. Each Seller, by the execution and delivery of this Agreement, hereby consents and agrees to the appointment of Russ Rutledge as the "Sellers' Representative" for purposes of all matters expressly set forth in this Agreement to be performed by the Sellers' Representative and such person hereby consents and agrees to such appointment. Each Seller hereby constitutes and appoints the Sellers' Representative, including any replacement of any such Sellers' Representative, as attorney-in-fact for such Seller with full power of substitution and authority, in its discretion, to enforce this Agreement against the parties hereto, and to execute any amendment or waiver of this Agreement and any other document or instrument necessary or advisable in order to carry out the provisions of this Agreement, to give and receive notices and communications and, without limiting the foregoing provisions of this Section 8.1, dispute any decision of Buyer to pay itself or any Indemnitee hereunder, to agree to negotiate, enter into settlements and compromises of, and to comply with Orders of courts with respect to any dispute or loss, and to take all actions necessary or appropriate in the judgment of the Sellers' Representative for the accomplishment of the foregoing; provided, however, that the Sellers' Representative shall not have the power or authority to execute an amendment, waiver, document or other instrument that, notwithstanding any other provision to the contrary, increases in any material respect the obligations or liabilities of any Seller without the prior written consent of that Seller. The Sellers shall, based on their pro rata ownership, be responsible for the payment of all fees and expenses reasonably incurred by the Sellers' Representative in performing its duties under this Agreement. Without limiting any other right of the Sellers' Representative, Buyer agrees that the Sellers' Representative shall be provided reasonable access to information regarding the Company for purposes of performing its

duties hereunder; provided that the Representative shall treat confidentially any non-public information.

8.2 Reliance on Sellers' Representative. All decisions of the Sellers' Representative may be relied upon by Buyer, its Affiliates and any third Person, and shall be binding and conclusive upon each Seller.

ARTICLE 9

INDEMNIFICATION

9.1 Indemnification by Sellers.

REDACTED

REDACTED

9.3 Survival. The representations and warranties given or made in this Agreement or in any certificate or other writing furnished in connection herewith shall survive the Closing for a period of 24 months after the Closing Date and shall thereafter terminate and be of no further force or effect, except that (a) all representations and warranties set forth in Sections 3.8 and 3.21 shall survive the Closing for the period of the applicable statute of limitation plus any extensions or waivers thereof and (b) any representation or warranty as to which a Claim (including, without limitation, a contingent Claim) shall have been asserted during the survival period shall continue in effect with respect to such Claim until such Claim shall have been finally resolved or settled.

9.4 Certain Limitations.

REDACTED

9.5 Indemnification Procedures.

REDACTED

thereof to the extent then feasible (which estimate shall not be conclusive of the final amount of such Claim or demand). In the event that the Buyer is the Indemnified Party, a copy of the Claim Notice shall be provided to the Escrow Agent. The Indemnifying Party shall have 30 days from the receipt of the Claim Notice (the "Notice Period") to notify the Indemnified Party (i) whether or not the Indemnifying Party disputes the Indemnifying Party's Liability to the Indemnified Party hereunder with respect to such Claim or demand and (ii) if the Indemnifying Party does not dispute such Liability, whether or not the Indemnifying Party desires, at the sole cost and expense of the Indemnifying Party, to defend against such Claim or demand, provided that the Indemnified Party is hereby authorized (but not obligated) prior to and during the Notice Period to file any motion, answer or other pleading and to take any other action which the Indemnified Party shall deem necessary or appropriate to protect the Indemnified Party's interests. In the event that the Indemnifying Party notifies the Indemnified Party within the Notice Period that the Indemnifying Party does not dispute the Indemnifying Party's obligation to indemnify hereunder and desires to defend the Indemnified Party against such Claim or demand and except as hereinafter provided, the Indemnifying Party shall have the right to defend (with counsel reasonably satisfactory to the Indemnified Party) by appropriate proceedings, which proceedings shall be promptly settled or prosecuted by the Indemnifying Party to a final conclusion; provided that, unless the Indemnified Party otherwise agrees in writing, the Indemnifying Party may not settle any matter (in whole or in part) unless such settlement includes a complete and unconditional release of the Indemnified Party. If the Indemnified Party desires to participate in, but not control, any such defense or settlement the Indemnified Party may do so at its sole cost and expense. If the Indemnifying Party elects not to defend the Indemnified Party against such Claim or demand, whether by not giving the Indemnified Party timely notice as provided above or otherwise, then the Indemnified Party, without waiving any rights against the Indemnifying Party, may settle or defend against any such claim in the Indemnified Party's sole discretion and, if it is ultimately determined that the Indemnifying Party is responsible therefor under this Article 9, then the Indemnified Party shall be entitled to recover from the Indemnifying Party the amount of any settlement or judgment and all indemnifiable costs and expenses of the Indemnified Party with respect thereto.

9.5.2 In the event the Indemnified Party should have a Claim against the Indemnifying Party hereunder which does not involve a Claim or demand being asserted against or sought to be collected by a third party, the Indemnified Party shall with reasonable promptness send a Claim Notice with respect to such claim to the Indemnifying Party. If the Indemnifying Party does not notify the Indemnified Party within the Notice Period that the Indemnifying Party disputes such claim, the amount of such claim shall be conclusively deemed a Liability of the Indemnifying Party hereunder.

9.5.3 The Indemnified Party's failure to give reasonably prompt notice to the Indemnifying Party of any actual, threatened or possible Claim or demand which may give rise to a right of indemnification hereunder shall not relieve the Indemnifying Party of any Liability which the Indemnifying Party may have to the Indemnified Party except to the extent the failure to give such notice materially and adversely prejudiced the Indemnifying Party.

9.6 Set-off for Buyer's Indemnification Claim. Notwithstanding anything to the contrary in this Agreement or in the Transaction Documents, Buyer may suspend payment of the then-unpaid portion of Purchase Price, in an amount equal to the amount of any good faith claim

REDACTED

9.7 Exceptions to Limitations. Nothing herein shall be deemed to limit or restrict in any manner any rights or remedies that any party has, or might have, at law, in equity or otherwise, against any other party hereto, based on any willful misrepresentation, willful breach of warranty or willful failure to fulfill any agreement or covenant.

ARTICLE 10

TERMINATION

10.1 Termination of Agreement. The parties may terminate this Agreement as provided below:

10.1.1 Buyer and Sellers may terminate this Agreement by mutual written consent at any time prior to the Closing.

10.1.2 Buyer may terminate this Agreement by giving written notice to Sellers at any time prior to the Closing in the event:

(a) Sellers are in material breach of any covenant contained in this Agreement and such material breach is not cured within fifteen (15) days after written notice from Buyer of such breach; or

(b) the representations and warranties of Sellers contained in this Agreement shall have been untrue in any material respect on the date when made (or in the case of any representations or warranties that are made as of a different date or period, as of such different date or period), in any case only to the extent that such material breach or inaccuracy of a representation or warranty is not cured within fifteen (15) days after the date of the applicable notice.

10.1.3 Sellers may terminate this Agreement by giving written notice to Buyer at any time prior to the Closing in the event:

(a) Buyer is in material breach of any covenant contained in this Agreement and such material breach is not cured within fifteen (15) days after written notice from Sellers of such breach; or

(b) the representations and warranties of Buyer contained in this Agreement shall have been untrue in any material respect on the date when made (or in the case of any representations or warranties that are made as of a different date or period, as of such different date or period), in either case only to the extent that such material breach or inaccuracy of a representation or warranty is not cured within fifteen (15) days after the date of the applicable notice.

10.1.4 Buyer may terminate this Agreement by giving written notice to Sellers at any time prior to the Closing if the Closing has not occurred on or before May 31, 2008, by reason of the failure to occur of any closing condition under Article 6 (unless the failure results primarily from Buyer itself breaching any representation, warranty or covenant contained in this Agreement).

10.1.5 Sellers may terminate this Agreement by giving written notice to Buyer at any time prior to the Closing if the Closing has not occurred on or before May 31, 2008, by reason of the failure to occur of any closing condition under Article 7 (unless the failure results primarily from Sellers breaching any representation, warranty or covenant contained in this Agreement).

10.2 Effect of Termination. If any party terminates this Agreement pursuant to Section 10.1, all obligations of the parties hereunder will terminate without Liability of any party to the other party; provided that the provisions of Article 10 will survive termination and remain in full force and effect; and provided further, that no such termination shall release any party of Liability to any other party for damages or otherwise by reason of the breach of any of the provisions of this Agreement.

ARTICLE 11

MISCELLANEOUS

11.1 Guaranty. Parent hereby guarantees the due and punctual payment of the Purchase Price, any additional payments required under Article 1 hereof and all other monetary obligations of the Buyer to the Sellers under this Agreement. Parent acknowledges and agrees that its obligations hereunder are absolute, unconditional and irrevocable, that this is a continuing guaranty of payment and that this guarantee shall remain in full force and effect and be binding upon Parent, its successors and assigns until discharge in full of the obligations guaranteed hereby.

11.2 Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and delivered in person or sent by facsimile or sent by certified mail, postage prepaid, or by nationally recognized courier service and properly addressed as follows:

to the Seller Representative:

Russell P. Rutledge
3604 Bethel Drive
Big Spring, Texas 79720

with a copy to:

Meyer, Knight & Williams, LLP
8100 Washington Ave., Suite 1000
Houston, Texas 77007
Facsimile: 713-868-2262

Attn: L. Don Knight, Esq.

to Buyer:

John Crane, Inc.
6400 West Oakton Street
Morton Grove, IL 60053
Facsimile: (847) 967-3700
Attn: Chief Financial Officer

with a copy to:

Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103-2921
Facsimile: (215) 963-5001
Attn: Michael J. Pedrick, Esq.

Any Party may from time to time change its address for the purpose of notices to that Party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the Party sought to be charged with its contents. All notices and other communications required or permitted under this Agreement which are addressed as provided in this Section 11.2 if delivered personally, by facsimile or by nationally recognized courier service, shall be effective upon delivery; and, if delivered by mail, shall be effective three days following deposit in the United States mail, postage prepaid.

11.3 Schedules and Exhibits. The Schedules to this Agreement are hereby incorporated into this Agreement and are hereby made a part of this Agreement as if set out in full in this Agreement.

11.4 Assignment; Successors in Interest. The provisions of this Agreement and the other Transaction Documents shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. No Party may assign its rights and obligations under this Agreement without the prior written consent of the other Parties, provided that without the consent of the Sellers the Buyer may transfer or assign this Agreement in whole or in part from time to time to one or more of its Affiliates. No assignment, delegation or other transfer of rights under this Agreement shall relieve the assignor of any Liability or obligations hereunder. Any attempted assignment in violation of this Section 11.4 shall be void.

11.5 Number; Gender. Whenever the context so requires, the singular number will include the plural and the plural will include the singular, and the gender of any pronoun will include the other genders.

11.6 Interpretation. The article and section headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this

Agreement. As used in this Agreement, any reference to the masculine, feminine or neuter gender shall include all genders, the plural shall include the singular, and singular shall include the plural. References herein to a Party or other Person include their respective successors and assigns. The words "include," "includes" and "including" when used herein shall be deemed to be followed by the phrase "without limitation". Unless the context otherwise requires, references herein to Articles, Sections, Schedules shall be deemed references to Articles and Sections of, and Schedules to, this Agreement. Unless the context otherwise requires, the words "hereof," "hereby" and "herein" and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular Article, Section or provision hereof. With regard to each and every term and condition of this Agreement, the parties understand and agree that the same have or has been mutually negotiated, prepared and drafted, and that if at any time the parties desire or are required to interpret or construe any such term or condition or any agreement or instrument subject thereto, no consideration shall be given to the issue of which Party actually prepared, drafted or requested any term or condition of this Agreement.

11.7 Amendment; Waiver. This Agreement may not be amended, modified or supplemented except by written agreement of the Parties. Any provision of this Agreement may be waived prior to the Closing Date if, and only if, such amendment or waiver is in writing and signed by the Party against whom the waiver is to be effective.

11.8 Controlling Law. This Agreement will be governed by and construed and enforced in accordance with the internal laws of the State of Missouri without reference to its choice of law rules.

11.9 Mediation. Except as otherwise provided herein, any controversy or claim arising out of or relating to this Agreement shall first be attempted to be resolved by mediation in Dallas, Texas by a mediator mutually acceptable to the parties. All Parties to any mediation arising under this Agreement shall participate using good faith efforts. The cost of any mediator shall be paid 50% by the Buyer and 50% by the Sellers. Each Party shall be responsible for its own attorneys' fees and other expenses incurred as a result of any mediation arising under this Section 11.9.

11.10 Consent to Jurisdiction, Etc. Each of the Parties hereby irrevocably consents and agrees that any action, suit or proceeding arising in connection with any disagreement, dispute, controversy or claim arising out of or relating to this Agreement or any other Transaction Document (for purposes of this Section, a "Legal Dispute") shall be brought only to the exclusive jurisdiction of the courts of the State of Missouri located in the City of St. Louis or the federal courts located in the Eastern District of Missouri. The Parties agree that, after a Legal Dispute is before a court as specified in this Section 11.10 and during the pendency of such Legal Dispute before such court, all actions, suits or proceedings with respect to such Legal Dispute or any other Legal Dispute, including, without limitation, any counterclaim, cross-claim or interpleader, shall be subject to the exclusive jurisdiction of such court. Each of the Parties hereby waives, and agrees not to assert, as a defense in any legal dispute, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in such court or that its property is exempt or immune from execution, that the action, suit or proceeding is brought in an inconvenient forum or that the venue of the action, suit or proceeding is

improper. Each Party hereto agrees that a final judgment in any action, suit or proceeding described in this Section 11.10 after the expiration of any period permitted for appeal and subject to any stay during appeal shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

11.11 Waiver of Jury Trial. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. The scope of this waiver is intended to be all-encompassing of all Legal Disputes (as defined in Section 11.10) that may be filed in any court and that relate to the subject matter of the transactions contemplated by this Agreement, including contract claims, tort claims, breach of duty claims and all other common law and statutory claims. Each Party hereby acknowledges that this waiver is a material inducement to enter into a business relationship that each has already relied on this waiver in entering into this Agreement, and that each will continue to rely on this waiver in their related future dealings. Each Party further warrants and represents that it has reviewed this waiver with its legal counsel and that it knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 11.9 AND EXECUTED BY EACH OF THE PARTIES), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

11.12 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by Law, the Parties waive any provision of Law which renders any such provision prohibited or unenforceable in any respect.

11.13 Counterparts; Effectiveness. This Agreement may be executed in two or more counterparts, each of which will be deemed an original with the same effect as if the signatures hereto and thereto were upon the same instrument. This Agreement and each of the other Transaction Documents shall become effective when each Party hereto or thereto, as the case may be, shall have received a counterpart thereof signed by the other Parties hereto or thereto, as the case may be.

11.14 Enforcement of Certain Rights. Nothing expressed or implied in this Agreement is intended, or will be construed, to confer upon or give any Person other than the Parties, and their successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, or result in such Person being deemed a third party beneficiary of this Agreement.

11.15 Waiver. Any agreement on the part of a Party to any extension or waiver of any provision of this Agreement will be valid only if set forth in an instrument in writing signed on behalf of such Party. A waiver by a Party of the performance of any covenant, agreement, obligation, condition, representation or warranty will not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any Party of the performance of any act will not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time.

11.16 Integration. This Agreement and the other Transaction Documents supersede all prior negotiations, agreements and understandings among the Parties with respect to the subject matter of this Agreement and constitute the entire agreement between the Parties.

ARTICLE 12

DEFINED TERMS

12.1 Certain Definitions. As used in this Agreement, the following terms have the following meanings unless the context otherwise requires:

“Accounts Receivable” means, as of any specified date, any trade accounts receivable, notes receivable, bid or performance deposits and other miscellaneous receivables of the Business.

“Action” is defined in Section 3.17.1.

“Adjusted Closing Date Purchase Price” is defined in Section 1.6.

“Affiliate” means with respect to any Person, any other Person controlling, controlled by or under common control with such first Person.

“Agreement” is defined in the preamble.

“Assumed Contracts” is defined in Section 1.1.1(j).

“Assumed Liabilities” is defined in Section 1.2.1.

“Authorization” means any authorization, approval, consent, certificate, license, permit or franchise of or from any Governmental Entity or pursuant to any Law.

“Balance Sheet” is defined in Section 3.5.

“Balance Sheet Date” means December 31, 2007.

“Benefit Plan” is defined in Section 3.18.

“Business” means the entire business, operations and facilities of the Sellers relating, directly or indirectly, to artificial lift systems for use in the oil and gas industry, including the goodwill appurtenant thereto and the design, manufacture and sale of the products thereof.

“Business Day” means any day except Saturday, Sunday or any day on which banks in Chicago, Illinois are authorized or required by law to close.

“Buyer” is defined in the preamble.

“Buyer Indemnified Parties” is defined in Section 9.1.

“CFIUS” is defined in Section 5.4.2.

“Charter Documents” means, with respect to any entity, the certificate of incorporation, the articles of incorporation, by-laws, articles of organization, limited liability company agreement, partnership agreement, formation agreement, joint venture agreement or other similar organizational documents of such entity (in each case, as amended).

“Claims” is defined in Section 9.1.1.

“Claim Notice” is defined in Section 9.5.1.

“Closing” is defined in Section 2.1.

“Closing Date” is defined in Section 2.1.

“Closing Date Indebtedness” means all Indebtedness of the Sellers as of the Closing Date.

“Closing Date Purchase Price” is defined in Section 1.3.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations thereunder.

“Company IP” is defined in Section 3.14.

“Confidential Information” means any confidential or proprietary information or Intellectual Property of the Sellers, or that of any Affiliate of the Sellers, that is used in the Business, including personnel information, know-how, data, databases, advertising and marketing plans or systems, distribution and sales methods or systems, sales and profit figures, customer and client lists, customer, client, dealer, distributor, wholesaler and supplier information (including without limitation principal contacts, addresses and telephone numbers, purchasing history, equipment demographics, payment information and any other information) and any relationships with dealers, distributors, wholesalers, customers, clients, suppliers and any other Persons who have, or have had, business dealings with the Business.

“Consents” is defined in Section 3.4.1.

“Contracts” means all executory contracts, agreements, understandings, indentures, notes, bonds, loans, instruments, leases, mortgages, franchises, licenses, plans, arrangements, agreements in principle, permits, indentures, deeds of trust or commitments, whether written or oral.

“Designated Employees” is defined in Section 5.13.1.

“Draft First Post-Closing EBIT Statement” is defined in Section 1.4.1.

“Draft Second Post-Closing EBIT Statement” is defined in Section 1.4.2.

“EBIT” means net income plus interest expense and income taxes, determined in accordance with GAAP.

“Eligible Employees” is defined in Section 5.13.1.

“Encumbrances” means any lien, mortgage, security interest, pledge, restriction on transferability, defect of title or other claim, charge or encumbrance of any nature whatsoever on any property or property interest, including any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership.

“Environment” is defined in Section 3.21.1(a).

“Environmental Action” is defined in Section 3.21.1(b).

“Environmental Clean-up Site” is defined in Section 3.21.1(c).

“Environmental Condition” is defined in Section 3.21.1(d).

“Environmental Law” is defined in Section 3.21.1(f).

“Environmental Permits” is defined in Section 3.21.1(e).

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended and all regulations thereunder.

“Escrow Agent” is defined in Section 1.6.

“Escrow Agreement” is defined in Section 1.6.

“Escrow Funds” is defined in Section 1.6.

“Estimated Tangible Assets Amount” means that amount that represents a good faith estimate of the Net Tangible Assets of the Sellers on the Closing Date.

“Excluded Assets” is defined in Section 1.1.2.

“Excluded Liabilities” is defined in Section 1.2.2.

“Exon-Florio Provision” is defined in Section 5.4.2.

“Final First Post-Closing EBIT” is defined in Section 1.4.1(c)(iii).

“Final First Post-Closing EBIT Statement” is defined in Section 1.4.1(c)(iii).

“Final Second Post-Closing EBIT” is defined in Section 1.4.2(c)(iii).

“Final Second Post-Closing EBIT Statement” is defined in Section 1.4.2(c)(iii).

“Final Tangible Assets Amount” is defined in Section 1.5.2.

“Financial Statement” is defined in Section 3.5.

“FIRPTA” means the Foreign Investment Real Property Act of 1980, as amended.

“GAAP” means United States generally accepted accounting principles.

“Governmental or Regulatory Entity” means any court, tribunal, arbitrator or any government or political subdivision thereof, whether federal, state, county, local or foreign, or any agency, authority, official or instrumentality of any such government or political subdivision.

“Hazardous Substances” is defined in Section 3.21.1(g).

“Holders” is defined in the Preamble.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

“Indebtedness” means any of the following: (a) any indebtedness for borrowed money, (b) any obligations evidenced by bonds, debentures, notes or other similar instruments, (c) any obligations to pay the deferred purchase price of property or services, except trade accounts payable and other current Liabilities arising in the ordinary course of business, (d) any obligations as lessee under capitalized leases, (e) any indebtedness created or arising under any conditional sale or other title retention agreement with respect to acquired property, (f) any obligations, contingent or otherwise, under acceptance credit, letters of credit or similar facilities, (g) accounts payable and (h) any guaranty of any of the foregoing.

“Indemnified Party” is defined in Section 9.5.1.

“Indemnifying Party” is defined in Section 9.5.1.

“Independent Accounting Firm” is defined in Section 1.4.1(c)(ii).

“Initial Tangible Assets Amount” is defined in Section 1.3.

“Inventory” means all inventory of the Sellers, including, without limitation, raw materials, work-in-process, finished goods, products under research and development, wherever located, which are used or held for use by the Sellers in the conduct of the Business, together with all rights of the Sellers against suppliers of such inventory.

“Knowledge” of any Party means, with respect to the Sellers, the knowledge of Russell Rutledge, John Erazim, Floyd Brownfield, or Jackie Thomas.

“Law” means any law, including common law, statute, rule, regulation, ordinance, or other pronouncement having the effect of law of the United States of America, any foreign country or any domestic or foreign state, county, city or other political subdivision or of any Governmental or Regulatory Entity, including without limitation, any Environmental Laws or laws and regulations relating to United States of America national security or import-export controls.

“Lease” is defined in Section 3.13.3.

“Leased Real Property” is defined in Section 3.13.1.

“Legal Dispute” is defined in Section 11.10.

“Liability” means any direct or indirect liability, indebtedness, obligation, expense, claim, loss, damage, deficiency, guaranty or endorsement of or by any Person, absolute or contingent, accrued or unaccrued, due or to become due, liquidated or unliquidated.

“Liens” means any adverse claim, mortgage, lien (statutory or otherwise), pledge, hypothecation, assignment, deposit, arrangement, security interest, charge, preference, priority or other security agreement, option, warrant, attachment, right of first refusal, preemptive, conversion, put, call or other claim or right, restriction on transfer, claim, encumbrance or preferential arrangement of any kind or nature whatsoever (including any restriction on the transfer of any assets), conditional sale or other title retention agreement and financing lease involving substantially the same economic effect as any of the foregoing.

“Material Contract” is defined in Section 3.16.2.

“Material Adverse Effect” means a material adverse effect on the business, operations, assets, properties, results of operations or financial condition of the Purchased Assets and the Business, or the ability of the Sellers to perform their obligations under this Agreement, other than (i) any effect arising out of or resulting from general industry, economic, regulatory or capital market conditions, or (ii) any effect arising out of or resulting from acts of terrorism or war, (iii) any effect arising out of or resulting from changes in Laws affecting the industry in which the Business operates.

“Net Tangible Assets” means total assets minus cash less accounts payable and accrued Liabilities.

“Non-Assignable Contract” is defined in Section 1.8.

“Notice Period” is defined in Section 9.5.1.

“Order” means any writ, judgment, decree, injunction or similar order of any Governmental or Regulatory Entity, in each case whether preliminary or final.

“Owned Real Property” is defined in Section 3.13.1.

“Parent” is defined in the preamble.

“Party” is defined in the preamble.

“PCBs” is defined in Section 3.21.9.

“Permitted Liens” means (i) liens for Taxes not yet due and payable, (ii) statutory liens of landlords and liens of carriers, warehousemen, mechanics, materialmen and repairmen incurred in the ordinary course of business consistent with past practice and not yet delinquent and (iii) zoning, building, or other restrictions, variances, covenants, rights of way, encumbrances, easements and other minor irregularities in title, none of which, individually or in the aggregate, (A) interfere in any material respect with the present use of or occupancy of such property by the Sellers, (B) have more than an immaterial effect on the value thereof or its use or (C) would impair the ability of such property to be sold.

“Person” means any individual, corporation, partnership, firm, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental or Regulatory Entity or other entity.

“Policy” is defined in Section 3.22.1.

“Pre-Closing Environmental Liabilities” means any liabilities arising from or relating to (i) any violations of Environmental Laws by the Business or the Sellers first occurring on or before the Closing Date; or (ii) any Environmental Condition existing on or before the Closing Date and relating to the Business or the Real Property.

“Pre-Closing Tax Period” means any taxable period or portion thereof that is not a Post-Closing Tax Period.

“Product” is defined in Section 3.23.1.

“Proposed Final Tangible Assets Amount” is defined in Section 1.5.2.

“Post-Closing Tax Period” means any taxable period or portion thereof beginning after the Closing Date. If a taxable period begins on or prior to the Closing Date and ends after the Closing Date, then the portion of the taxable period that begins on the day following the Closing Date shall constitute a Post-Closing Tax Period. For the avoidance of doubt, for purposes of this Agreement, any Tax resulting from the transactions contemplated by this Agreement is attributable to the Pre-Closing Tax Period. In the case of any Taxes that are imposed on a periodic basis and are payable for a taxable period that includes, but does not end on, the Closing Date, the portion of such Tax which relates to the portion of such taxable period ending on the Closing Date shall in the case of any Taxes, other than Taxes based upon or related to income or receipts, or franchise Taxes, or Taxes based on capitalization, debt or shares of stock authorized, issued or outstanding, or ad valorem Taxes, be deemed to be the amount of such Tax for the entire taxable period multiplied by a fraction, the numerator of which is the number of days in the taxable period ending on the Closing Date and the denominator of which is the number of days in the entire taxable period. In the case of all other Taxes arising in a taxable period of the Company that includes, but does not end on, the Closing Date the allocation of such Taxes between the Pre-Closing Tax Period and the Post-Closing Tax Period shall be made on the basis of an interim closing of the books as of the end of the Closing Date.

"Purchased Assets" is defined in Section 1.1.1.

"Purchase Price" is defined in Section 1.3.

"Real Property" is defined in Section 3.13.1.

"Release" is defined in Section 3.21.1(h).

"Restricted Period" is defined in Section 5.6.

"Restricted Person" shall mean Russell Rutledge and John Erazim.

"Seller" is defined in the preamble.

"Seller Indemnified Party" is defined in Section 9.2.

"Sellers Disclosure Schedule" is defined in Article 3.

"Sellers' Representative" is defined in Section 8.1.

"Sellers' First Post-Closing EBIT Statement Report" is defined in Section 1.4.1(a).

"Sellers' Second Post-Closing EBIT Statement Report" is defined in Section 1.4.2(a).

"Subsidiary" or "Subsidiaries" means, with respect to any party, any Person, of which (a) such party or any other Subsidiary of such party is a general partner (excluding partnerships, the general partnership interests of which held by such party or any Subsidiary of such party do not have a majority of the voting interest in such partnership), or (b) at least a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions with respect to such Person is directly or indirectly owned or controlled by such party and/or by any one or more of its Subsidiaries.

"Tax" or "Taxes" shall mean (whether disputed or not) any tax and any duty, impost, levy custom, fee, or government charge or other like assessment (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto), imposed by any Government Entity or other taxing authority, including income Tax, alternative minimum tax, national insurance and social security contributions, capital gains tax, value added tax, customs, excise and import duties, franchise tax, windfall or other profits taxes, gross receipts tax, property tax, sales tax, use tax, occupation taxes, capital stock tax, payroll tax, employment tax, worker's compensation, unemployment tax, net worth tax, taxes in the nature of withholding, ad valorem tax, stamp tax, transfer tax, or gains taxes or escheat or unclaimed property, including any Liability for the payment of the foregoing as a result of being or having been a member of an affiliated, consolidated, combined, unitary or aggregate group and any Liability for the payment of the foregoing as a result of being or having been party to any tax sharing agreement or any express or implied obligation to indemnify any other person.

"Tax Return" means any return, report, information return, or other document (including any related or supporting information) filed or required to be filed with any federal, state, local or

foreign governmental entity or other authority in connection with the determination, assessment or collection of any Tax or the administration of any laws, regulations or administrative requirements relating to any Tax.

“Tax Liability” means all of Sellers’ Liabilities pertaining to Taxes.

“Threshold” is defined in Section 9.4.

“Transaction Documents” means (i) this Agreement, (ii) the Escrow Agreement and (iii) any other certificate, agreement, document or other instrument to be executed and delivered in connection with the transactions contemplated by this Agreement.

“Transferred Employees” is defined in Section 5.13.1.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BUYER:

FR Acquisition Sub, Inc.

By: Jeffrey S Meyer
Name: Jeffrey S Meyer
Title: Corporate Secretary

PARENT (solely with respect to Section 11.1):

Upstream Energy Services, Inc.

By: Robert R Wasson
Name: Robert R Wasson
Title: President

SELLERS:

The Fiber Composite Company, Inc.

By: _____
Name: _____
Title: _____

FC Patent, Ltd.

By: _____
Name: _____
Title: _____

Fiberod Industries, LLC

By: _____
Name: _____
Title: _____

[Signature Page to Asset Purchase Agreement]

MAR-12-2008 03:44PM

FROM-HIGHLAND LAKES TITLE HORSESHOE BAY

+8305987773

T-202 P.004/005 F-851

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BUYER:

FR Acquisition Sub, Inc.

By: _____
Name: _____
Title: _____

PARENT (solely with respect to Section 11.1):

Upstream Energy Services, Inc.

By: _____
Name: _____
Title: _____

SELLERS:

The Fiber Composite Company, Inc.

By: 
Name: Russ Rutledge
Title: PRESIDENT

FC Patent, Ltd.

By: 
Name: Russ Rutledge
Title: PRESIDENT

Fiberod Industries, LLC

By: 
Name: Russ Rutledge
Title: PRESIDENT

[Signature Page to Asset Purchase Agreement]

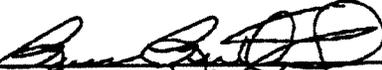
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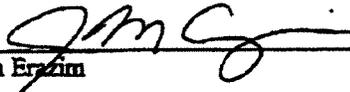
T-202 P.005/005 F-851

Fiberod Inc.

By: 
Name: Russ Rutledge
Title: PRESIDENT

HOLDERS (solely in their capacity as holders of the capital stock of the Sellers and with respect to Sections 1.2.2, 1.7 and 5.15):


Russell Rutledge


John Erzini

[Signature Page to Asset Purchase Agreement]

**SIGNING DOCUMENTS
RELATED TO
ASSET PURCHASE AGREEMENT
BY AND BETWEEN
FR ACQUISITION SUB, A WHOLLY-OWNED SUBSIDIARY OF UPSTREAM
ENERGY SERVICES, INC.,
THE FIBER COMPOSITE COMPANY, INC., D/B/A, FIBEROD, INC.,
FC PATENT, LTD.,
FIBEROD INDUSTRIES, LLC,
FIBEROD INC.
AND
THE INDIVIDUALS SET FORTH ON EXHIBIT A THERETO**

**SIGNING DATE:
MARCH 12, 2008**

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Exhibit A

HOLDERS

Russell Rutledge

John Erazim

AMENDMENT NO. 1 TO ASSET PURCHASE AGREEMENT

THIS AMENDMENT NO. 1 TO ASSET PURCHASE AGREEMENT is made as of April 28, 2008 (this "Amendment"), by and among, FR Acquisition Sub, Inc., a Delaware corporation (the "Buyer"), The Fiber Composite Company, Inc., d/b/a, Fiberod, Inc., a Texas corporation, FC Patent, Fiberod Industries, LLC, a Texas limited liability corporation, Fiberod, Inc., a Texas corporation (each, a "Seller" and together, the "Sellers"). The Buyer and the Sellers are referred to herein as the "Parties". Capitalized terms used in this Amendment shall have the meanings ascribed to them in the Agreement, as defined below.

Background

The Parties are each a party to that certain Asset Purchase Agreement made and entered into as of March 12, 2008, by and among Buyer, Upstream Energy Services, Inc., a Delaware corporation and parent of Buyer, Sellers and those shareholders of the Sellers set forth on Schedule A thereto (the "Agreement").

The Parties desire to amend the Agreement pursuant to Section 11.7 of the Agreement, upon the terms and conditions contained in this Amendment.

Terms and Conditions

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, for the covenants and agreements set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties each hereby agree as follows:

1. *Amendments to the Agreement.* The Agreement shall be amended as set forth below:

(a) Section 1.3 of the Agreement is hereby amended and restated in its entirety to read as follows:

Purchase Price.

(b) Schedule 1.7 of the Agreement is hereby amended and restated to read in its entirety as set forth in Exhibit A hereto.

2. *Representations and Warranties of the Sellers.* Each Seller has the corporate power and authority to (a) execute and deliver this Amendment and (b) to perform the transactions contemplated hereby. The execution, delivery and performance of this Amendment and the performance of the transactions contemplated hereby have each been duly authorized by all necessary corporate action. This Amendment has been duly executed and delivered by a duly authorized officer of each Seller, and this Amendment constitutes legal, valid and binding obligations of each Seller enforceable against such Seller in

accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws affecting the enforcement of creditors' rights in general, or by general principles of equity (regardless of whether such enforceability is considered in a proceeding of equity or at law).

3. Representations of the Buyer. The Buyer has the corporate power and authority to (a) execute, and deliver this Amendment and (b) to perform the transactions contemplated hereby. The execution, delivery and performance of this Amendment by the Buyer and the performance of the transactions contemplated hereby have each been duly authorized by all necessary corporate action. This Amendment has been duly executed and delivered by a duly authorized officer of the Buyer, and this Amendment constitutes legal, valid and binding obligations of the Buyer enforceable against the Buyer in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws affecting the enforcement of creditors' rights in general, or by general principles of equity (regardless of whether such enforceability is considered in a proceeding of equity or at law).

4. Assignment and Binding Effect. All of the terms and provisions of this Amendment shall be binding upon and inure to the benefit of and be enforceable by the successors and permitted assigns of the Parties, but this Amendment may not be assigned without the consent of the other Parties, which consent may not be unreasonably withheld, conditioned or delayed so long as such assignment does not delay or is reasonably likely to delay the Closing or increase any liability of the consenting Party; provided, that no such assignment shall relieve the assigning Party of its obligations hereunder.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Missouri.

6. Representation By Counsel. Each Party hereby acknowledges with each other that it has been represented by or had the opportunity to be represented by, independent counsel of its own choosing, and that it has had the full right and opportunity to consult with its respective attorney(s), that to the extent, if any, that it desired, it availed itself of this right and opportunity, that it or its authorized officers (as the case may be) have carefully read and fully understand this Amendment in its entirety and have had it fully explained to them by such Party's respective counsel, that each is fully aware of the contents thereof and its meaning, intent and legal effect, and that it or its authorized officer (as the case may be) is competent to execute this Amendment and has executed this Amendment free from coercion, duress or undue influence. The Parties acknowledge that the terms and language of this Amendment were the result of negotiations among the Parties and, as a result, there shall be no presumption that any ambiguities in this Amendment shall be resolved against any particular Party. Any controversy over construction of this Amendment shall be decided without regard to events of authorship or negotiation.

7. Entire Amendment. This Amendment, together with the Agreement and the other Transaction Documents constitute the entire agreement among the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. Except as amended hereby, the Agreement shall remain in full force and effect.

8. Counterparts. This Amendment may be executed in two or more counterparts (delivery of which may occur via facsimile), each of which shall be binding as of the date first written above, and, when delivered, all of which shall constitute one and the same instrument. This Amendment, to the extent signed and delivered by means of a facsimile machine or as an attachment to an electronic mail message in "pdf" or similar format, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed

version thereof delivered in person. At the request of any Party, each other Party shall re-execute original forms hereof and deliver them to all other Parties. No Party shall raise the use of a facsimile machine or electronic mail attachment in "pdf" or similar format to deliver a signature or the fact that any signature hereto was transmitted or communicated through the use of a facsimile machine or as an attachment to an electronic mail message as a defense to the formation of a contract and each such Party forever waives any such defense. A facsimile signature or electronically scanned copy of a signature shall constitute and shall be deemed to be sufficient evidence of a Party's execution of this Amendment, without necessity of further proof. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this Amendment to produce or account for more than one such counterpart.

9. Severability. If any provision of this Amendment or the application thereof to any Person or circumstance is held invalid or unenforceable in any jurisdiction, the remainder of this Amendment and the application of such provision to such Person or circumstance in any other jurisdiction or to other Persons or circumstances in any jurisdiction, shall not be affected thereby, and to this end the provisions of this Amendment shall be severable.

10. Construction. Unless the context of this Amendment clearly requires otherwise, (a) references to the plural include the singular, the singular the plural, the part the whole, (b) references to any gender include all genders, (c) "or" has the inclusive meaning frequently identified with the phrase "and/or," (d) "including" has the inclusive meaning frequently identified with the phrase "but not limited to," (e) references to "hereunder" or "herein" relate to this Amendment and (f) section, subsection, paragraph, schedule and exhibit references are to this Amendment unless otherwise specified.

11. Consent to Jurisdiction. Each of the Parties (a) consents to submit itself to the personal jurisdiction of the courts of the State of Missouri located in the City of St. Louis or the federal courts located in the Eastern District of Missouri, (b) shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (c) shall not bring any action related to this Amendment or any of the transactions contemplated by this Amendment in any court other than the courts of the State of Missouri located in the City of St. Louis or the federal courts located in the Eastern District of Missouri. Each of the Parties hereby irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 11.2 of the Agreement. Nothing in this Amendment will affect the right of any Party to this Amendment to serve process in any other manner permitted by law.

12. Waiver of Jury Trial. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AMENDMENT OR THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

13. Conflicts. In the event of any discrepancy between the provisions of this Amendment and any provision of the Agreement, then the provisions of this Amendment shall control.

[Signature pages to follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be duly executed on its behalf by its representative thereunto duly authorized, as of the day and year first above written.

BUYER:

FR Acquisition Sub, Inc.

By: Thomas F. Whipple
Name: Thomas F. Whipple
Title: Treasurer

SELLERS:

The Fiber Composite Company, Inc.

By: _____
Name: John Erazim
Title: President

FC Patent, Ltd.

By: _____
Name: John Erazim
Title: President

Fiberod Industries, LLC

By: _____
Name: John Erazim
Title: President

Fiberod Inc.

By: _____
Name: John Erazim
Title: President

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Title: Treasurer

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By: _____
Name: John Erazim
Title: President

FC Patent, Ltd.

By: _____
Name: John Erazim
Title: President

Fiberod Industries, LLC

By: _____
Name: John Erazim
Title: President

Fiberod Inc.

By: _____
Name: John Erazim
Title: President

EXHIBIT A

Schedule 1.7

Purchase Price Tax Allocation

Methodolgy:

Tax Values:

Fixed Assets

Book Values:

Inventory

Accounts Receivable

Other Assets

Liabilities Assumed

Goodwill:

Trademarks

Customer Lists

Technology - Patented & Unpatented

Intellectual Property

Covenant not to compete 0.5%

JOHN CRANE PRODUCTION SOLUTIONS INC.

v.

R2R AND D, LLC, FINALROD INC., RUSSELL P. RUTLEDGE

Civil Action No. _____

COMPLAINT

Exhibit B

Int. Cl.: 7

Prior U.S. Cls.: 13, 19, 21, 23, 31, 34 and 35

Reg. No. 2,918,590

United States Patent and Trademark Office

Registered Jan. 18, 2005

**TRADEMARK
PRINCIPAL REGISTER**

FIBEROD

THE FIBER COMPOSITE COMPANY, INC.
(TEXAS CORPORATION)
100 RUNNELS
BIG SPRINGS, TX 79720

FIRST USE 12-10-2002; IN COMMERCE 12-10-2002.

SER. NO. 76-557,464, FILED 10-23-2003.

FOR: MACHINE TOOLS, NAMELY, FIBERGLASS
SUCKER RODS AND FIBERGLASS SUCKER ROD
END-FITTINGS, IN CLASS 7 (U.S. CLS. 13, 19, 21, 23,
31, 34 AND 35).

WILLIAM BRECKENFELD, EXAMINING ATTOR-
NEY



United States Patent and Trademark Office

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Assignments on the Web > Trademark Query

Trademark Assignment Abstract of Title

Total Assignments: 4

Serial #: _____

Filing Dt: 10/23/2003

Reg #: 2918590

Reg. Dt: 01/18/2005

Registrant: The Fiber Composite Company, Inc.

Mark: FIBEROD

Assignment: 1

Reel/Frame: 3772/0671

Received: 05/06/2008

Recorded: 05/06/2008

Pages: 6

Conveyance: ASSIGNS THE ENTIRE INTEREST

Assignor: THE FIBER COMPOSITE COMPANY, INC.

Exec Dt: 05/02/2008

Entity Type: CORPORATION

Citizenship: TEXAS

Entity Type: CORPORATION

Citizenship: DELAWARE

Assignee: FR ACQUISITION SUB, INC.

6400 WEST OAKTON STREET
MORTON GROVE, ILLINOIS 60053

Correspondent: CATHERINE R. HOWELL, SENIOR PARALEGAL

1111 PENNSYLVANIA AVE., N.W.
MORGAN, LEWIS & BOCKIUS LLP
WASHINGTON, DC 20004

Assignment: 2

Reel/Frame: 3772/0710

Received: 05/06/2008

Recorded: 05/06/2008

Pages: 5

Conveyance: CHANGE OF NAME

Assignor: FR ACQUISITION SUB, INC.

Exec Dt: 05/02/2008

Entity Type: CORPORATION

Citizenship: DELAWARE

Entity Type: CORPORATION

Citizenship: DELAWARE

Assignee: FIBEROD, INC.

6400 WEST OAKTON STREET
MORTON GROVE, ILLINOIS 60053

Correspondent: CATHERINE R. HOWELL, SENIOR PARALEGAL

1111 PENNSYLVANIA AVE., N.W.
MORGAN, LEWIS & BOCKIUS LLP
WASHINGTON, DC 20004

Assignment: 3

Reel/Frame: 4537/0287

Received: 05/09/2011

Recorded: 05/09/2011

Pages: 6

Conveyance: ASSIGNS THE ENTIRE INTEREST

Assignor: FIBEROD, INC.

Exec Dt: 12/17/2009

Entity Type: CORPORATION

Citizenship: DELAWARE

Entity Type: CORPORATION

Citizenship: TEXAS

Assignee: CDI ENERGY SERVICES, INC.

11182 U.S. HWY 69N
TYLER, TEXAS 75706

Correspondent: JULIA ANNE MATHESON

901 NEW YORK AVENUE, NW
WASHINGTON, DC 20001

Assignment: 4

Reel/Frame: 4537/0305

Received: 05/09/2011

Recorded: 05/09/2011

Pages: 7

Conveyance: CHANGE OF NAME

Assignor: CDI ENERGY SERVICES, INC.

Exec Dt: 02/24/2010

Entity Type: CORPORATION

Citizenship: TEXAS

Assignee: JOHN CRANE PRODUCTION SOLUTIONS INC.
6400 WEST OAKTON STREET
MORTON GROVE, ILLINOIS 60053

Entity Type: CORPORATION
Citizenship: TEXAS

Correspondent: JULIA ANNE MATHESON
901 NEW YORK AVENUE, NW
WASHINGTON, DC 20001

Search Results as of: 11/16/2011 04:15 PM

If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350. v.2.2
Web interface last modified: July 25, 2011 v.2.2

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Int. Cl.: 7

Prior U.S. Cls.: 13, 19, 21, 23, 31, 34 and 35

Reg. No. 3,270,750

United States Patent and Trademark Office

Registered July 31, 2007

**TRADEMARK
PRINCIPAL REGISTER**



THE FIBER COMPOSITE COMPANY, INC.
(TEXAS CORPORATION)
3604 BETHEL DRIVE
BIG SPRING, TX 79720

FIRST USE 1-12-2005; IN COMMERCE 1-12-2005.

OWNER OF U.S. REG. NO. 2,918,590.

FOR: MACHINE TOOLS, NAMELY, FIBERGLASS
SUCKER RODS AND FIBERGLASS SUCKER ROD
END-FITTINGS, IN CLASS 7 (U.S. CLS. 13, 19, 21, 23,
31, 34 AND 35).

SER. NO. 76-654,886, FILED 2-10-2006.

RONALD AIKENS, EXAMINING ATTORNEY



United States Patent and Trademark Office

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Assignments on the Web > Trademark Query

Trademark Assignment Abstract of Title

Total Assignments: 4

Serial #: 76654886

Filing Dt: 02/10/2006

Reg #: 3270750

Reg. Dt: 07/31/2007

Registrant: The Fiber Composite Company, Inc.

Mark: FIBEROD

Assignment: 1

Reel/Frame: 3772/0671

Received: 05/06/2008

Recorded: 05/06/2008

Pages: 6

Conveyance: ASSIGNS THE ENTIRE INTEREST

Assignor: THE FIBER COMPOSITE COMPANY, INC.

Exec Dt: 05/02/2008

Entity Type: CORPORATION

Citizenship: TEXAS

Entity Type: CORPORATION

Citizenship: DELAWARE

Assignee: FR ACQUISITION SUB, INC.

6400 WEST OAKTON STREET
MORTON GROVE, ILLINOIS 60053

Correspondent: CATHERINE R. HOWELL, SENIOR PARALEGAL

1111 PENNSYLVANIA AVE., N.W.
MORGAN, LEWIS & BOCKIUS LLP
WASHINGTON, DC 20004

Assignment: 2

Reel/Frame: 3772/0710

Received: 05/06/2008

Recorded: 05/06/2008

Pages: 5

Conveyance: CHANGE OF NAME

Assignor: FR ACQUISITION SUB, INC.

Exec Dt: 05/02/2008

Entity Type: CORPORATION

Citizenship: DELAWARE

Entity Type: CORPORATION

Citizenship: DELAWARE

Assignee: FIBEROD, INC.

6400 WEST OAKTON STREET
MORTON GROVE, ILLINOIS 60053

Correspondent: CATHERINE R. HOWELL, SENIOR PARALEGAL

1111 PENNSYLVANIA AVE., N.W.
MORGAN, LEWIS & BOCKIUS LLP
WASHINGTON, DC 20004

Assignment: 3

Reel/Frame: 4537/0287

Received: 05/09/2011

Recorded: 05/09/2011

Pages: 6

Conveyance: ASSIGNS THE ENTIRE INTEREST

Assignor: FIBEROD, INC.

Exec Dt: 12/17/2009

Entity Type: CORPORATION

Citizenship: DELAWARE

Entity Type: CORPORATION

Citizenship: TEXAS

Assignee: CDI ENERGY SERVICES, INC.

11182 U.S. HWY 69N
TYLER, TEXAS 75706

Correspondent: JULIA ANNE MATHESON

901 NEW YORK AVENUE, NW
WASHINGTON, DC 20001

Assignment: 4

Reel/Frame: 4537/0305

Received: 05/09/2011

Recorded: 05/09/2011

Pages: 7

Conveyance: CHANGE OF NAME

Assignor: CDI ENERGY SERVICES, INC.

Exec Dt: 02/24/2010

Entity Type: CORPORATION

Citizenship: TEXAS

Assignee: JOHN CRANE PRODUCTION SOLUTIONS INC.
6400 WEST OAKTON STREET
MORTON GROVE, ILLINOIS 60053

Entity Type: CORPORATION
Citizenship: TEXAS

Correspondent: JULIA ANNE MATHESON
901 NEW YORK AVENUE, NW
WASHINGTON, DC 20001

Search Results as of: 11/16/2011 04:16 PM

If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350. v.2.2
Web interface last modified: July 25, 2011 v.2.2

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JOHN CRANE PRODUCTION SOLUTIONS INC.

v.

R2R AND D, LLC, FINALROD INC., RUSSELL P. RUTLEDGE

Civil Action No. _____

COMPLAINT

Exhibit C



05-24-2011

U.S. Patent & Trademark Mail Rept. 03, #51

DRAWING PAGE

Applicant's Name: R2 R&D, LLC

Correspondence Address:

**The Matthews Firm (Customer No. 021897)
2000 Bering Drive
Suite 700
Houston
Texas
US
77057**

Goods:

International Class 007 - Machines and machine tools; machine tools, namely fiberglass sucker rods and fiberglass suck rod end-fittings.

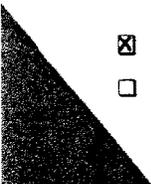
Intent to Use:

FINALROD

U.S. Patent & Trademark



76707726



- The mark is presented in standard character format without claim to any particular font, style, size or color.
- The mark is presented as a special form drawing.

76707726

TRADEMARK APPLICATION SERIAL NO.-----

U.S. DEPARTMENT OF COMMERCE
AND PATENT AND TRADEMARK OFFICE
FEE SHEET

05/24/2011 SWILSON1 00000028 76707726

01 FC:6001

375.00 0P

Express Mail Label No.

Page 1 of 8

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK APPLICATION (CORPORATION), PRINCIPAL REGISTER
(Section 1(b), Section 44(d), Section 44(e))(With Power of Attorney)

Docket No.

FinalRod-001

Name of Applicant: **R2 R&D, LLC**
State of Incorporation: **Texas**
Address of Applicant: **1508 East FM 700, Suite A & B**
Big Spring, Texas 79720
US

Trademark: **FINALROD**

- Standard Character Format**
The mark is presented in standard character format without claim to any particular font, style, size or color.
- Special Form Drawing**

International Class(es): **007**

TO THE COMMISSIONER FOR TRADEMARKS

Applicant requests that the above-identified trademark be registered in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. 1051 et. seq., as amended). The basis for this application is as follows (check one or more bases):

- Intent to Use: Section 1(b)**
Applicant has a bona fide intention to use the mark in commerce on or in connection with the below-identified goods and requests registration under 15 U.S.C. Section 1051(b).
- Foreign Priority: Section 44(d)**
Applicant has a bona fide intention to use the mark in commerce on or in connection with the below-identified goods and asserts a claim of priority based upon a foreign application in accordance with 15 U.S. C. Section 1126(d).
Country of Foreign Filing:
Foreign Application Number:
Date of Foreign Filing:
- Foreign Registration: Section 44(e)**
Applicant has a bona fide intention to use the mark in commerce on or in connection with the below-identified goods based on registration of the mark in applicant's country of origin.
Country of Foreign Registration:
Foreign Registration Number:
Foreign Registration Date:
Foreign Registration Renewal Date:
Foreign Registration Expiration Date:

Description of Goods:

International Class 007 - Machines and machine tools, namely fiberglass sucker rods and fiberglass suck rod end-fittings.

Prior Registrations:

Applicant is the owner of the following United States Trademark Registration(s):

DECLARATION

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of this application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the Applicant; he/she believes Applicant to be entitled to use the trademark sought to be registered in commerce, to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods of such other person, firm, corporation, or association to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true and that statements made on information and belief are believed to be true.

Signature: _____

Name: **Russell P. Rutledge**

Title: **CEO**

Date: **May 17, 2011**

Indicate below the nature of authority under which signatory signs:

- A person with legal authority to bind the Applicant; or
- A person with firsthand knowledge of the facts and actual or implied authority to act on behalf of the Applicant; or
- An attorney as defined in 37 C.F.R. 10.1(c) who has an actual or implied written or verbal power of attorney from the Applicant.

Applicant: R2 R&D, LLC

Address: 1508 East FM 700, Suite A & B
Big Spring, Texas 79720
US

Foreign application priority filing date:

Goods: International Class 007 - Machines and machine tools; machine tools, namely fiberglass sucker rods and fiberglass suck rod end-fittings.

Contact Information:

Address all correspondence in this application to the following:

Name:

Company/Firm Name: **The Matthews Firm (Customer No. 021897)**

Address Line 1: **2000 Bering Drive**

Address Line 2: **Suite 700**

City: **Houston**

State: **Texas**

Country: **US**

ZIP Code/Postal Code: **77057**

Telephone Number: **713-355-4200**

Fax Number: **713-355-9689**

Email Address:

- Applicant will accept correspondence by email.
 Applicant will **not** accept correspondence by email.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK APPLICATION (CORPORATION), PRINCIPAL REGISTER
(Section 1(b), Section 44(d), Section 44(e))(With Power of Attorney)

Docket No.
FinalRod-001

Name of Applicant: **R2 R&D, LLC**
State of Incorporation: **Texas**
Address of Applicant: **1508 East FM 700, Suite A & B**
Big Spring, Texas 79720
US

Trademark: **FINALROD**

TO THE COMMISSIONER FOR TRADEMARKS

POWER OF ATTORNEY

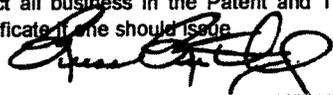
Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

Dear Sir:
I hereby appoint:

- The Matthews Firm - Customer No. 021897**
- Guy E. Matthews - Texas Bar No. 13207000**
- Terry L. McCutcheon - Texas Bar No. 24039045**
- Timothy W. Johnson - Texas Bar No. 24002366**
- Jacob S. Mattis - Texas Bar No. 24046372**
- Matthew C. Juren - Texas Bar No. 24065530**

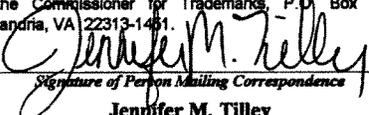
as principal attorneys to prosecute this application, to transact all business in the Patent and Trademark Office connected therewith and to receive the Registration Certificate if one should issue.

By: _____


Russell P. Rutledge
CEO

Dated: May 17, 2011

Certificate of Mailing by Express Mail

I certify that this transmittal letter, the enclosed application and fee is being deposited on <u>May 23, 2011</u> <small>(Date)</small>
with the U.S. Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10 and is addressed to the Commissioner for Trademarks, P.O. Box 1451, Alexandria, VA 22313-1451.
 <small>Signature of Person Mailing Correspondence</small>
Jennifer M. Tilley <small>Typed or Printed Name of Person Mailing Correspondence</small>
<u>EO 051 280 667 US</u> <small>"Express Mail" Mailing Label Number</small>

Certificate of Mailing by First Class Mail

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to the "Commissioner for Trademarks, P.O. Box 1451, Alexandria, VA 22313-1451" [37 CFR 1.8(a)] on <small>(Date)</small>
 <small>Signature of Person Mailing Correspondence</small>
 <small>Typed or Printed Name of Person Mailing Correspondence</small>

JOHN CRANE PRODUCTION SOLUTIONS INC.

v.

R2R AND D, LLC, FINALROD INC., RUSSELL P. RUTLEDGE

Civil Action No. _____

COMPLAINT

Exhibit D



Decide with Confidence

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D&B PUBLIC RECORD SEARCH

ATTENTION: 11196.8050-00000/1119Matheso DATE PRINTED: OCT 17, 2011
NAME ON FILING: R2R AND D LLC STATE: TEXAS

SEARCH CRITERIA SUMMARY

NAME: R2R AND D LLC
STATE(S): TX
FILING TYPES: ALL REFINED SEARCH: NO

UCC FILINGS

FILING NO: 110028314000 TYPE: ORIGINAL
DATE OF FILING: 09/27/2011 DATE EXPIRES: 09/27/2016
TIME OF FILING: 15:04
NO. OF PAGES: 004

DEBTOR: R2R AND D, LLC, 1508 E FM 700, BIG SPRING, TX 79720
SECURED PARTY: RUTLEDGE, RUSSELL P. SR, 1508 E FM 700, BIG SPRING, TX 79720

FILED WITH: SECRETARY OF STATE/UCC DIVISION, 1019 BRAZOS 5TH FL, AUSTIN, TX

This filing was created from the state's historical index file, which does not always include original debtor and secured party names. Names displayed above are those appearing on the most recent UCC Filing relating to the UCC-1 Financing Statement.

D&B FILING REFERENCE NO: 48067606661 LATEST INFO RECEIVED: 09/29/2011

CORPORATE AND BUSINESS REGISTRATIONS

REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF 10/07/2011

NAME: R2R AND D, LLC
ADDRESS: 8100 WASHINGTON AVE STE 1000, HOUSTON, TX 77007

FILING DATE: 05/26/2011 BUSINESS TYPE: TEXAS FRANCHISE TAX
STATUS: IN GOOD STANDING-NOT PAYER
DISS/WITHDRAWL REGISTRATION ID #: 32044341876
ADDRESS TYPE: MAILING

WHERE FILED: COMPTROLLER OF PUBLIC ACCOUNTS/FRANCHISE TAX DIVISION, AUSTIN, TX

ADDITIONAL DETAILS: SOS CHARTER NUMBER:0801430884; GOOD STANDING THROUGH
DATE: 05-15-2012

D&B FILING REFERENCE NO: 12420249317

REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF 10/13/2011

NAME: R2R AND D, LLC
ADDRESS: 8100 WASHINGTON AVE STE 1000, HOUSTON, TX 77007

FILING DATE: 05/26/2011 BUSINESS TYPE: DOMESTIC LIMITED
STATE OF INCORP: TEXAS LIABILITY CO
STATUS: IN EXISTENCE REGISTRATION ID #: 0801430884
ADDRESS TYPE: MAILING
DURATION: PERPETUAL

WHERE FILED: SECRETARY OF STATE, AUSTIN, TX

REGISTERED AGENT: MEYER, KNIGHT & WILLIAMS, LLP, 8100 WASHINGTON AVE., SUITE
1000, HOUSTON, TX 77007

PRINCIPALS: RUSSELL P. RUTLEDGE SR, MANAGER, 1508 E. FM 700, BIG SPRING, TX



Decide with Confidence

79720

AMENDMENTS: 05/26/2011 CERTIFICATE OF FORMATION

ADDITIONAL DETAILS: STATE TAXPAYER IDENTIFICATION NUMBER: 32044341876

D&B FILING REFERENCE NO: 42652473444

The preceding public record data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

The public record items reported above may have been paid, terminated, vacated or released prior to today's date.

* * * PUBLIC RECORDS DISPLAY COMPLETE * * *

JOHN CRANE PRODUCTION SOLUTIONS INC.

v.

R2R AND D, LLC, FINALROD INC., RUSSELL P. RUTLEDGE

Civil Action No. _____

COMPLAINT

Exhibit E



United States Patent and Trademark Office

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Your submission has been received by the USPTO.
The content of your submission is listed below.
You may print a copy of this receipt for your records.

ESTTA Tracking number: **ESTTA442418**Filing date: **11/22/2011**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Notice of Opposition

Notice is hereby given that the following party opposes registration of the indicated application.

Opposer Information

Name	John Crane Production Solutions Inc.
Granted to Date of previous extension	02/15/2012
Address	6400 West Oakton Street Morton Grove, IL 60053 UNITED STATES

Attorney information	Julia Anne Matheson Finnegan, Henderson, Farabow, Garrett & Dunner, LLP 901 New York Avenue, N.W. Washington, DC 20001 UNITED STATES docketing@finnegan.com, julia.matheson@finnegan.com, susannah.kolstad@finnegan.com Phone:202-408-4000
-----------------------------	--

Applicant Information

Application No	76707726	Publication date	10/18/2011
Opposition Filing Date	11/22/2011	Opposition Period Ends	02/15/2012

Applicant	R2 R&D, LLC 1508 East FM 700, Suite A & B Big Spring, TX 79720 UNITED STATES
------------------	---

Goods/Services Affected by Opposition

Class 007. All goods and services in the class are opposed, namely: Machines and machine tools, namely, fiberglass sucker rods and fiberglass suck rod end-fittings
--

Grounds for Opposition

Priority and likelihood of confusion	Trademark Act section 2(d)
--------------------------------------	----------------------------

Marks Cited by Opposer as Basis for Opposition

U.S. Registration No.	2918590	Application Date	10/23/2003
Registration Date	01/18/2005	Foreign Priority Date	NONE
Word Mark	FIBEROD		
Design Mark	76557464#TMSN.gif		
Description of Mark	NONE		
Goods/Services	Class 007. First use: First Use: 2002/12/10 First Use In Commerce: 2002/12/10 Machine tools, namely, fiberglass sucker rods and fiberglass sucker rod end-fittings		

U.S. Registration No.	3270750	Application Date	02/10/2006
Registration Date	07/31/2007	Foreign Priority Date	NONE
Word Mark	FIBEROD		
Design Mark	76654886#TMSN.gif		
Description of Mark	NONE		
Goods/Services	Class 007. First use: First Use: 2005/01/12 First Use In Commerce: 2005/01/12		

Machine tools, namely, fiberglass sucker rods and fiberglass sucker rod end-fittings
--

Attachments	76557464#TMSN.gif (1 page)(bytes) 76654886#TMSN.gif (1 page)(bytes) Notice of Opposition.pdf (20 pages)(141539 bytes)
--------------------	--

Certificate of Service

The undersigned hereby certifies that a copy of this paper has been served upon all parties, at their address record by First Class Mail on this date.

Signature	/Julia Anne Matheson/
Name	Julia Anne Matheson
Date	11/22/2011

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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

<p>JOHN CRANE PRODUCTION SOLUTIONS INC.,</p> <p style="text-align: center;">Opposer</p> <p style="text-align: center;">v.</p> <p>R2 R&D, LLC,</p> <p style="text-align: center;">Applicant.</p>	<p>Opposition No.: _____</p> <p>Mark: FINALROD Serial No.: 76707726 Filed: May 24, 2011</p>
---	---

NOTICE OF OPPOSITION

John Crane Production Solutions Inc. (“Opposer” or “John Crane”), a Texas corporation, having a principal place of business at 6400 West Oakton Street, Morton Grove, Illinois 60053, believes that it is being and will be damaged by the registration of the mark FINALROD for “machine and machine tools, namely, fiberglass sucker rods and fiberglass suck [sic] rod end-fittings” in International Class 7 shown in Application Serial No. 76707726 and hereby opposes the same. As grounds for its opposition, John Crane alleges that, upon actual knowledge with respect to itself and its own acts, and upon information and belief as to other matters:

John Crane and its FIBEROD Marks

1. John Crane is a global manufacturing and services organization in the areas of oil and gas recovery, oil and gas transmission, and petrochemical and petroleum refining.

2. A key component of John Crane’s business is the sale and servicing of artificial lift systems for use in crude oil production including, in particular, steel and

fiberglass sucker rods and related products.

3. John Crane currently markets and sells fiberglass sucker rods and related products under the name and mark FIBEROD and the associated FIBEROD Logo (displayed below) (the "Fiberod Marks"). John Crane, through its predecessor in interest, has used the FIBEROD Marks to identify fiberglass sucker rods and fiberglass sucker rod end-fittings since at least as early as December 2002.

4. As a result of their long term use, promotion, and commercial success, the FIBEROD Marks have been commercially strong and well-known for several years.

5. In addition to its common-law rights, John Crane owns the following federal trademark registrations for the FIBEROD Marks in the United States:

MARK	REG. NO. / REG. DATE	FIRST USE DATE	PRODUCTS/SERVICES
FIBEROD	2918590 issued 1/18/2005; Section 8/15 filed	12/10/2002	Machine tools, namely, fiberglass sucker rods and fiberglass sucker rod end-fittings in Class 7
FIBEROD & Design 	3270750 issued 7/31/2007	1/12/2005	Machine tools, namely, fiberglass sucker rods and fiberglass sucker rod end-fittings

True and copies of the TESS/TARR and Assignment records for these registrations are attached as Exhibit A.

Applicant and its FINALROD Application

6. R2 R&D, LLC (“Applicant”), the listed owner of Application Serial No. 76707726, is a limited liability company with an address of 1508 East FM 700, Suite A&B, Big Spring, Texas 79720.

7. On May 24, 2011, Applicant filed intent-to-use Application Serial No. 76707726 to register the mark FINALROD for “machine and machine tools, namely, fiberglass sucker rods and fiberglass suck *[sic]* rod end-fittings” in Class 7.

8. Upon information and belief, the sole Principal of Applicant is Russell P. Rutledge, Sr., the former Chairman and CEO of the company from whom John Crane purchased its rights in the FIBEROD Marks in 2008.

9. Accordingly, Applicant had actual knowledge of the FIBEROD Marks and of John Crane’s exclusive rights therein at the time it filed Application Serial No. 76707726.

Likelihood of Confusion, 15 U.S.C. § 1052(d)

10. John Crane repeats and realleges each and every allegation set forth in Paragraphs 1 through 10.

11. John Crane has priority based on its prior valid and subsisting registrations comprised of or containing the FIBEROD Marks. Further, John Crane has, through its predecessors in interest, used its FIBEROD Marks in commerce prior to the May 24, 2011 filing date of the opposed Application Serial No. 76707726.

12. The goods set forth in Applicant’s FINALROD application, Serial No. 76707726, are identical and/or closely related to John Crane’s products.

13. Applicant's FINALROD mark so resembles John Crane's prior used and registered FINALROD Marks in appearance and pronunciation as to be likely, when used in connection with Applicant's goods, to cause confusion, or to cause mistake, or to deceive under Section 2(d) of the Lanham Act, as amended 15 U.S.C. § 1052(d).

14. Upon information and belief, Applicant adopted the confusingly similar FINALROD mark in bad faith to take advantage of the goodwill and established reputation of the FIBEROD Marks.

WHEREFORE, John Crane believes that it is being and will be damaged, and will be damaged, by the registration of the mark shown in Application Serial No. 76707726 and requests that the opposition be sustained, and that registration to Applicant be refused.

The opposition filing fee has been submitted electronically. Any deficiency in the fee should be charged to Deposit Account No. 06-0916.

Respectfully submitted,

JOHN CRANE PRODUCTION SOLUTIONS
INC.

Dated: November 22, 2011

By: /Julia Anne Matheson/
Julia Anne Matheson

Finnegan, Henderson, Farabow,
Garrett & Dunner, L.L.P.
901 New York Ave., N.W.
Washington, D.C. 20001-4413
Telephone: 202-408-4000
Facsimile: 202-408-4400

Attorneys for Opposer

CERTIFICATE OF SERVICE

I certify that a true and accurate copy of the foregoing NOTICE OF OPPOSITION was served by first class mail, postage prepaid, on November 22, 2011, upon Applicants at the following correspondence address of record:

Jacob S. Mattis, Esq.
The Matthews Firm
2000 BERING DR STE 700
HOUSTON, TX 77057-3776

Susannah C. Kolstad
Susannah C. Kolstad
Litigation Legal Assistant

JOHN CRANE PRODUCTION SOLUTIONS INC.,

v.

R2 R&D, LLC,

Opposition No.: _____

Mark: FINALROD

Serial No.: 76707726

Filed: May 24, 2011

NOTICE OF OPPOSITION

Exhibit A



United States Patent and Trademark Office

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Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Wed Nov 9 04:35:46 EST 2011

Please logout when you are done to release system resources allocated for you.

List At: OR to record: **Record 1 out of 5**

(Use the "Back" button of the Internet Browser to return to TESS)

Typed Drawing

Word Mark	FIBEROD
Goods and Services	IC 007. US 013 019 021 023 031 034 035. G & S: Machine tools, namely, fiberglass sucker rods and fiberglass sucker rod end-fittings. FIRST USE: 20021210. FIRST USE IN COMMERCE: 20021210
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	76557464
Filing Date	October 23, 2003
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	October 26, 2004
Registration Number	2918590
Registration Date	January 18, 2005
Owner	(REGISTRANT) The Fiber Composite Company, Inc. CORPORATION TEXAS 100 Runnels Big Springs TEXAS 79720 (LAST LISTED OWNER) JOHN CRANE PRODUCTION SOLUTIONS INC. CORPORATION TEXAS 6400 WEST OAKTON STREET MORTON GROVE ILLINOIS 60053
Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	Julia Anne Matheson
Type of Mark	TRADEMARK
Register	PRINCIPAL
Affidavit Text	SECT 15. SECT 8 (6-YR).
Live/Dead Indicator	LIVE

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[FIRST DOC](#) [PREV DOC](#) [NEXT DOC](#) [LAST DOC](#)

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This page was generated by the TARR system on 2011-11-09 12:00:48 ET

Serial Number: 76557464 Assignment Information Trademark Document Retrieval

Registration Number: 2918590

Mark (words only): FIBEROD

Standard Character claim: No

Current Status: A Sections 8 and 15 combined declaration has been accepted and acknowledged.

Date of Status: 2011-08-26

Filing Date: 2003-10-23

Transformed into a National Application: No

Registration Date: 2005-01-18

Register: Principal

Law Office Assigned: LAW OFFICE 116

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: M70 -TMO Law Office 116

Date In Location: 2011-08-26

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. JOHN CRANE PRODUCTION SOLUTIONS INC.

Address:

JOHN CRANE PRODUCTION SOLUTIONS INC.
6400 WEST OAKTON STREET
MORTON GROVE, IL 60053
United States

Legal Entity Type: Corporation

State or Country of Incorporation: Texas

GOODS AND/OR SERVICES

International Class: 007

Class Status: Active

Machine tools, namely, fiberglass sucker rods and fiberglass sucker rod end-fittings

Basis: 1(a)

First Use Date: 2002-12-10

First Use in Commerce Date: 2002-12-10

ADDITIONAL INFORMATION

(NOT AVAILABLE)

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

NOTE: To view any document referenced below, click on the link to "Trademark Document Retrieval" shown near the top of this page.

- 2011-08-26 - Notice Of Acceptance Of Sec. 8 & 15 - E-Mailed
- 2011-08-26 - Section 8 (6-year) accepted & Section 15 acknowledged
- 2011-08-25 - Case Assigned To Post Registration Paralegal
- 2011-07-14 - TEAS Section 8 & 15 Received
- 2011-05-11 - Automatic Update Of Assignment Of Ownership
- 2009-12-17 - Attorney Revoked And/Or Appointed
- 2009-12-17 - TEAS Revoke/Appoint Attorney Received
- 2008-05-14 - Assignment Of Ownership Not Updated Automatically
- 2005-01-18 - Registered - Principal Register
- 2004-10-26 - Published for opposition
- 2004-10-06 - Notice of publication
- 2004-08-31 - Law Office Publication Review Completed
- 2004-08-31 - Assigned To LIE
- 2004-08-27 - Assigned To LIE
- 2004-08-16 - Assigned To LIE
- 2004-08-05 - Approved for Pub - Principal Register (Initial exam)
- 2004-07-20 - TEAS Change Of Correspondence Received

2004-07-06 - Amendment From Applicant Entered

2004-07-06 - Communication received from applicant

2004-07-06 - PAPER RECEIVED

2004-05-24 - Non-final action mailed

2004-05-05 - Assigned To Examiner

2003-11-24 - New Application Entered In Tram

ATTORNEY/CORRESPONDENT INFORMATION

Attorney of Record

Julia Anne Matheson

Correspondent

Julia Anne Matheson

Finnegan, Henderson, Farabow, Garrett &

901 NEW YORK AVENUE, NW

WASHINGTON DC 20001-4413

Phone Number: (202) 408-4000

Fax Number: (202) 408-4400



United States Patent and Trademark Office

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Assignments on the Web > Trademark Query

Trademark Assignment Abstract of Title

Total Assignments: 4

Serial #: _____

Filing Dt: 10/23/2003

Reg #: 2918590

Reg. Dt: 01/18/2005

Registrant: The Fiber Composite Company, Inc.

Mark: FIBEROD

Assignment: 1

Reel/Frame: 3772/0671

Received: 05/06/2008

Recorded: 05/06/2008

Pages: 6

Conveyance: ASSIGNS THE ENTIRE INTEREST

Assignor: THE FIBER COMPOSITE COMPANY, INC.

Exec Dt: 05/02/2008

Entity Type: CORPORATION

Citizenship: TEXAS

Entity Type: CORPORATION

Citizenship: DELAWARE

Assignee: FR ACQUISITION SUB, INC.

6400 WEST OAKTON STREET
MORTON GROVE, ILLINOIS 60053

Correspondent: CATHERINE R. HOWELL, SENIOR PARALEGAL

1111 PENNSYLVANIA AVE., N.W.
MORGAN, LEWIS & BOCKIUS LLP
WASHINGTON, DC 20004

Assignment: 2

Reel/Frame: 3772/0710

Received: 05/06/2008

Recorded: 05/06/2008

Pages: 5

Conveyance: CHANGE OF NAME

Assignor: FR ACQUISITION SUB, INC.

Exec Dt: 05/02/2008

Entity Type: CORPORATION

Citizenship: DELAWARE

Entity Type: CORPORATION

Citizenship: DELAWARE

Assignee: FIBEROD, INC.

6400 WEST OAKTON STREET
MORTON GROVE, ILLINOIS 60053

Correspondent: CATHERINE R. HOWELL, SENIOR PARALEGAL

1111 PENNSYLVANIA AVE., N.W.
MORGAN, LEWIS & BOCKIUS LLP
WASHINGTON, DC 20004

Assignment: 3

Reel/Frame: 4537/028Z

Received: 05/09/2011

Recorded: 05/09/2011

Pages: 6

Conveyance: ASSIGNS THE ENTIRE INTEREST

Assignor: FIBEROD, INC.

Exec Dt: 12/17/2009

Entity Type: CORPORATION

Citizenship: DELAWARE

Entity Type: CORPORATION

Citizenship: TEXAS

Assignee: CDI ENERGY SERVICES, INC.

11182 U.S. HWY 69N
TYLER, TEXAS 75706

Correspondent: JULIA ANNE MATHESON

901 NEW YORK AVENUE, NW
WASHINGTON, DC 20001

Assignment: 4

Reel/Frame: 4537/0305

Received: 05/09/2011

Recorded: 05/09/2011

Pages: 7

Conveyance: CHANGE OF NAME

Assignor: CDI ENERGY SERVICES, INC.

Exec Dt: 02/24/2010

Entity Type: CORPORATION

Citizenship: TEXAS

Assignee: JOHN CRANE PRODUCTION SOLUTIONS INC.
6400 WEST OAKTON STREET
MORTON GROVE, ILLINOIS 60053

Entity Type: CORPORATION
Citizenship: TEXAS

Correspondent: JULIA ANNE MATHESON
901 NEW YORK AVENUE, NW
WASHINGTON, DC 20001

Search Results as of: 11/09/2011 12:01 PM

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Web interface last modified: July 25, 2011 v.2.2

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TESS was last updated on Wed Nov 9 04:35:46 EST 2011

Please logout when you are done to release system resources allocated for you.

List At: to record: **Record 2 out of 5**

(Use the "Back" button of the Internet Browser to return to TESS)



Word Mark	FIBEROD
Goods and Services	IC 007. US 013 019 021 023 031 034 035. G & S: Machine tools, namely, fiberglass sucker rods and fiberglass sucker rod end-fittings. FIRST USE: 20050112. FIRST USE IN COMMERCE: 20050112
Mark Drawing Code	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code	01.01.10 - Stars, three or more; Three or more stars 01.01.13 - Stars - multiple stars with five points 03.15.01 - Eagles 03.15.19 - Birds or bats in flight or with outspread wings 03.15.24 - Stylized birds and bats 26.17.07 - Heat, lines depicting; Lines depicting speed, propulsion, heat or wind; Propulsion, lines depicting; Speed, lines depicting; Wind, lines depicting 26.17.09 - Bands, curved; Bars, curved; Curved line(s), band(s) or bar(s); Lines, curved
Serial Number	76654886
Filing Date	February 10, 2006
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	May 15, 2007
Registration Number	3270750
Registration Date	July 31, 2007
Owner	(REGISTRANT) The Fiber Composite Company, Inc. CORPORATION TEXAS 3604 Bethel Drive Big Spring TEXAS 79720

(LAST LISTED OWNER) JOHN CRANE PRODUCTION SOLUTIONS INC. CORPORATION TEXAS
6400 WEST OAKTON STREET MORTON GROVE ILLINOIS 60053

Assignment Recorded ASSIGNMENT RECORDED

Attorney of Record Julia Anne Matheson

Prior Registrations 2918590

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator LIVE

TESS HOME	NEW USER	STRUCTURED	FREE FORM	BROWSE DICT	SEARCH OG	TOP	HELP	PREV LIST	CURR LIST	NEXT LIST
FIRST DOC	PREV DOC	NEXT DOC	LAST DOC							

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Serial Number: 76654886 [Assignment Information](#) [Trademark Document Retrieval](#)

Registration Number: 3270750

Mark



(words only): FIBEROD

Standard Character claim: No

Current Status: Registered. The registration date is used to determine when post-registration maintenance documents are due.

Date of Status: 2007-07-31

Filing Date: 2006-02-10

Transformed into a National Application: No

Registration Date: 2007-07-31

Register: Principal

Law Office Assigned: LAW OFFICE 103

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: 650 -Publication And Issue Section

Date In Location: 2007-07-31

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. JOHN CRANE PRODUCTION SOLUTIONS INC.

Address:
JOHN CRANE PRODUCTION SOLUTIONS INC.
6400 WEST OAKTON STREET

MORTON GROVE, IL 60053

United States

Legal Entity Type: Corporation

State or Country of Incorporation: Texas

GOODS AND/OR SERVICES

International Class: 007

Class Status: Active

Machine tools, namely, fiberglass sucker rods and fiberglass sucker rod end-fittings

Basis: 1(a)

First Use Date: 2005-01-12

First Use in Commerce Date: 2005-01-12

ADDITIONAL INFORMATION

Design Search Code(s):

01.01.10 - Stars, three or more; Three or more stars

01.01.13 - Stars - multiple stars with five points

03.15.01 - Eagles

03.15.19 - Birds or bats in flight or with outspread wings

03.15.24 - Stylized birds and bats

26.17.07 - Heat, lines depicting; Lines depicting speed, propulsion, heat or wind; Propulsion, lines depicting; Speed, lines depicting; Wind, lines depicting

26.17.09 - Bands, curved; Bars, curved; Curved line(s), band(s) or bar(s); Lines, curved

Prior Registration Number(s):

2918590

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

NOTE: To view any document referenced below, click on the link to "Trademark Document Retrieval" shown near the top of this page.

2011-05-11 - Automatic Update Of Assignment Of Ownership

2009-12-17 - Attorney Revoked And/Or Appointed

2009-12-17 - TEAS Revoke/Appoint Attorney Received

2008-05-14 - Assignment Of Ownership Not Updated Automatically

2007-07-31 - Registered - Principal Register

2007-05-15 - Published for opposition

2007-04-25 - Notice of publication
2007-03-20 - Law Office Publication Review Completed
2007-03-16 - Approved for Pub - Principal Register (Initial exam)
2007-03-15 - Amendment From Applicant Entered
2007-03-15 - Communication received from applicant
2007-03-15 - Assigned To LIE
2007-02-07 - PAPER RECEIVED
2006-08-03 - Non-final action mailed
2006-08-02 - Non-Final Action Written
2006-08-01 - Assigned To Examiner
2006-02-21 - Application Filing Receipt Mailed
2006-02-16 - New Application Entered In Tram

ATTORNEY/CORRESPONDENT INFORMATION

Attorney of Record

Julia Anne Matheson

Correspondent

Julia Anne Matheson
Finnega Henderson et al, LLP
901 New York Avenue, NW
Washington DC 20001
Phone Number: 2024084000
Fax Number: 2024084400



United States Patent and Trademark Office

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Assignments on the Web > Trademark Query

Trademark Assignment Abstract of Title

Total Assignments: 4

Serial #: _____

Filing Dt: 02/10/2006

Reg #: 3270750

Reg. Dt: 07/31/2007

Registrant: The Fiber Composite Company, Inc.

Mark: FIBEROD

Assignment: 1

Reel/Frame: 3772/0671

Received: 05/06/2008

Recorded: 05/06/2008

Pages: 6

Conveyance: ASSIGNS THE ENTIRE INTEREST

Assignor: THE FIBER COMPOSITE COMPANY, INC.

Exec Dt: 05/02/2008

Entity Type: CORPORATION

Citizenship: TEXAS

Entity Type: CORPORATION

Citizenship: DELAWARE

Assignee: FR ACQUISITION SUB, INC.6400 WEST OAKTON STREET
MORTON GROVE, ILLINOIS 60053

Correspondent: CATHERINE R. HOWELL, SENIOR PARALEGAL

1111 PENNSYLVANIA AVE., N.W.
MORGAN, LEWIS & BOCKIUS LLP
WASHINGTON, DC 20004

Assignment: 2

Reel/Frame: 3772/0710

Received: 05/06/2008

Recorded: 05/06/2008

Pages: 5

Conveyance: CHANGE OF NAME

Assignor: FR ACQUISITION SUB, INC.

Exec Dt: 05/02/2008

Entity Type: CORPORATION

Citizenship: DELAWARE

Entity Type: CORPORATION

Citizenship: DELAWARE

Assignee: FIBEROD, INC.6400 WEST OAKTON STREET
MORTON GROVE, ILLINOIS 60053

Correspondent: CATHERINE R. HOWELL, SENIOR PARALEGAL

1111 PENNSYLVANIA AVE., N.W.
MORGAN, LEWIS & BOCKIUS LLP
WASHINGTON, DC 20004

Assignment: 3

Reel/Frame: 4537/0287

Received: 05/09/2011

Recorded: 05/09/2011

Pages: 6

Conveyance: ASSIGNS THE ENTIRE INTEREST

Assignor: FIBEROD, INC.

Exec Dt: 12/17/2009

Entity Type: CORPORATION

Citizenship: DELAWARE

Entity Type: CORPORATION

Citizenship: TEXAS

Assignee: CDI ENERGY SERVICES, INC.11182 U.S. HWY 69N
TYLER, TEXAS 75706

Correspondent: JULIA ANNE MATHESON

901 NEW YORK AVENUE, NW
WASHINGTON, DC 20001

Assignment: 4

Reel/Frame: 4537/0305

Received: 05/09/2011

Recorded: 05/09/2011

Pages: 7

Conveyance: CHANGE OF NAME

Assignor: CDI ENERGY SERVICES, INC.

Exec Dt: 02/24/2010

Entity Type: CORPORATION

Citizenship: TEXAS

Assignee: JOHN CRANE PRODUCTION SOLUTIONS INC.

6400 WEST OAKTON STREET
MORTON GROVE, ILLINOIS 60053

Entity Type: CORPORATION

Citizenship: TEXAS

Correspondent: JULIA ANNE MATHESON

901 NEW YORK AVENUE, NW
WASHINGTON, DC 20001

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Web interface last modified: July 25, 2011 v.2.2

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JOHN CRANE PRODUCTION SOLUTIONS INC.

v.

R2R AND D, LLC, FINALROD INC., RUSSELL P. RUTLEDGE

Civil Action No. _____

COMPLAINT

Exhibit F



08-09-2011

U.S. Patent & TMO/PTM Mail Rpt Dt. #51

DRAWING PAGE

Applicant's Name: **Finalrod, Inc.**

Correspondence Address:

**The Matthews Firm (Customer No. 021897)
2000 Bering Drive
Suite 700
Houston
Texas
US
77057**

Goods:

International Class 007 - Machines and machine tools, namely fiberglass sucker rods and fiberglass sucker rod end-fittings.

Intent to Use:

THE FINAL ROD YOU WILL EVER NEED

U.S. Patent & TMO



76708667

- The mark is presented in standard character format without claim to any particular font, style, size or color.
- The mark is presented as a special form drawing.

76708667

TRADEMARK APPLICATION SERIAL NO.--

U.S. DEPARTMENT OF COMMERCE
AND PATENT AND TRADEMARK OFFICE
FEE SHEET

08/09/2011 SWILSON1 00000057 76708667

01 FC:6001

375.00 OP

Docket No.
FinalRod-003

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRANSMITTAL LETTER, TRADEMARK APPLICATION, PRINCIPAL REGISTER

Name of Applicant: **Finalrod, Inc.**
Trademark: **THE FINAL ROD YOU WILL EVER NEED**

International Class(es): 007

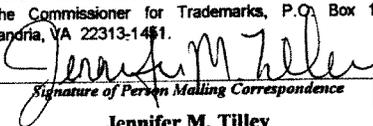
TO THE COMMISSIONER FOR TRADEMARKS:

Transmitted herewith is a Trademark Application, Principal Register.

- A check in the amount of \$375.00 is attached.
- Please charge Deposit Account No. _____ in the amount of _____
- The Director is hereby authorized to charge any underpayment of fees associated with this application or credit any overpayment to Deposit Account No. _____
- Payment by credit card. Form PTO-2038 is attached.

WARNING: Information on this form may become public. Credit card information should not be included on this form. Provide credit card information and authorization on PTO-2038.

Certificate of Mailing by Express Mail

I certify that this transmittal letter, the enclosed application and fee is being deposited on 8/8/11 (Date)
with the U.S. Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10 and is addressed to the Commissioner for Trademarks, P.O. Box 1451, Alexandria, VA 22313-1451.
 Signature of Person Mailing Correspondence
Jennifer M. Tilley Typed or Printed Name of Person Mailing Correspondence
ED 052 198 649 05 "Express Mail" Mailing Label Number

Certificate of Mailing by First Class Mail

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to "Commissioner for Trademarks, P.O. Box 1451, Alexandria, VA 22313-1451" [37 CFR 1.8(a)] on (Date)
 Signature of Person Mailing Correspondence
 Typed or Printed Name of Person Mailing Correspondence


Signature

Dated: 8/8/11

Jacob S. Mattis -TX Bar No. 24046372
The Matthews Firm - Customer No. 021897
2000 Bering Drive, Suite 700
Houston, Texas 77057
US
713-355-4200 Telephone

Express Mail Label No. **EO 052 198 649 US**

Page 1 of 8

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK APPLICATION (CORPORATION), PRINCIPAL REGISTER
(Section 1(b), Section 44(d), Section 44(e))(With Power of Attorney)

Docket No.
FinalRod-003

Name of Applicant: **Finalrod, Inc.**
State of Incorporation: **Texas**
Address of Applicant: **1508 East FM 700, Suite A & B**
Big Spring, Texas 79720
US

Trademark: **THE FINAL ROD YOU WILL EVER NEED**

- Standard Character Format**
The mark is presented in standard character format without claim to any particular font, style, size or color.
- Special Form Drawing**

International Class(es): 007

TO THE COMMISSIONER FOR TRADEMARKS

Applicant requests that the above-identified trademark be registered in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. 1051 et. seq., as amended). The basis for this application is as follows (check one or more bases):

- Intent to Use: Section 1(b)**
Applicant has a bona fide intention to use the mark in commerce on or in connection with the below-identified goods and requests registration under 15 U.S.C. Section 1051(b).
- Foreign Priority: Section 44(d)**
Applicant has a bona fide intention to use the mark in commerce on or in connection with the below-identified goods and asserts a claim of priority based upon a foreign application in accordance with 15 U.S. C. Section 1126(d).
Country of Foreign Filing:
Foreign Application Number:
Date of Foreign Filing:
- Foreign Registration: Section 44(e)**
Applicant has a bona fide intention to use the mark in commerce on or in connection with the below-identified goods based on registration of the mark in applicant's country of origin.
Country of Foreign Registration:
Foreign Registration Number:
Foreign Registration Date:
Foreign Registration Renewal Date:
Foreign Registration Expiration Date:

Description of Goods:

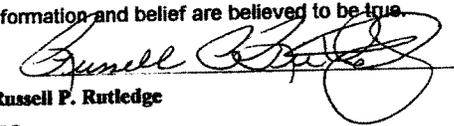
International Class 007 - Machines and machine tools, namely fiberglass sucker rods and fiberglass sucker rod end-fittings.

Prior Registrations:

Applicant is the owner of the following United States Trademark Registration(s):

DECLARATION

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of this application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the Applicant; he/she believes Applicant to be entitled to use the trademark sought to be registered in commerce, to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods of such other person, firm, corporation, or association to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true and that statements made on information and belief are believed to be true.

Signature: 

Name: **Russell P. Rutledge**

Title: **CEO**

Date: **8/5/11**

Indicate below the nature of authority under which signatory signs:

- A person with legal authority to bind the Applicant; or
- A person with firsthand knowledge of the facts and actual or implied authority to act on behalf of the Applicant; or
- An attorney as defined in 37 C.F.R. 10.1(c) who has an actual or implied written or verbal power of attorney from the Applicant.

Applicant: Finalrod, Inc.

**Address: 1508 East FM 700, Suite A & B
Big Spring, Texas 79720
US**

Foreign application priority filing date:

Goods: International Class 007 - Machines and machine tools, namely fiberglass sucker rods and fiberglass sucker rod end-fittings.

Contact Information:

Address all correspondence in this application to the following:

Name:
Company/Firm Name: **The Matthews Firm (Customer No. 021897)**
Address Line 1: **2000 Bering Drive**
Address Line 2: **Suite 700**
City: **Houston**
State: **Texas**
Country: **US**
ZIP Code/Postal Code: **77057**
Telephone Number: **713-355-4200**
Fax Number: **713-355-9689**
Email Address:

- Applicant will accept correspondence by email.
- Applicant will **not** accept correspondence by email.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK APPLICATION (CORPORATION), PRINCIPAL REGISTER
(Section 1(b), Section 44(d), Section 44(e))(With Power of Attorney)

Docket No.
FinalRod-003

Name of Applicant: **Finalrod, Inc.**
State of Incorporation: **Texas**
Address of Applicant: **1508 East FM 700, Suite A & B**
Big Spring, Texas 79720
US

Trademark: **THE FINAL ROD YOU WILL EVER NEED**

TO THE COMMISSIONER FOR TRADEMARKS

POWER OF ATTORNEY

Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

Dear Sir:

I hereby appoint:

The Matthews Firm - Customer No. 021897
Guy E. Matthews - Texas Bar No. 13207000
Terry L. McCutcheon - Texas Bar No. 24039045
Timothy W. Johnson - Texas Bar No. 24002366
Jacob S. Mattis - Texas Bar No. 24046372
Matthew C. Juren - Texas Bar No. 24065530

as principal attorneys to prosecute this application, to transact all business in the Patent and Trademark Office connected therewith and to receive the Registration Certificate if one should issue.

By:

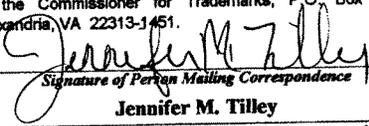


Russell P. Rutledge
CEO

Dated:

7/9/11

Certificate of Mailing by Express Mail

I certify that this transmittal letter, the enclosed application and fee is being deposited on <u>8/18/11</u> <small>(Date)</small>
with the U.S. Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10 and is addressed to the Commissioner for Trademarks, P.O. Box 1451, Alexandria, VA 22313-1451.
 <small>Signature of Person Mailing Correspondence</small>
Jennifer M. Tilley <small>Typed or Printed Name of Person Mailing Correspondence</small>
<u>EO US2 198 649 US</u> <small>"Express Mail" Mailing Label Number</small>

Certificate of Mailing by First Class Mail

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to the "Commissioner for Trademarks, P.O. Box 1451, Alexandria, VA 22313-1451" [37 CFR 1.8(a)] on <small>(Date)</small>
 <small>Signature of Person Mailing Correspondence</small>
 <small>Typed or Printed Name of Person Mailing Correspondence</small>

JOHN CRANE PRODUCTION SOLUTIONS INC.

v.

R2R AND D, LLC, FINALROD INC., RUSSELL P. RUTLEDGE

Civil Action No. _____

COMPLAINT

Exhibit G



Decide with Confidence

COPYRIGHT 2011 DUN & BRADSTREET INC. - PROVIDED UNDER CONTRACT FOR THE EXCLUSIVE USE OF SUBSCRIBER 263-160341L.

D&B PUBLIC RECORD SEARCH

ATTENTION: 11196.0007-00000/1119Chauvet DATE PRINTED: SEP 16, 2011
NAME ON FILING: FINALROD INC STATE: TEXAS

SEARCH CRITERIA SUMMARY

NAME: FINALROD INC
STATE(S): TX
FILING TYPES: ALL REFINED SEARCH: NO

CORPORATE AND BUSINESS REGISTRATIONS

REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF 09/09/2011

NAME: FINALROD, INC.
ADDRESS: 1508 E FM 700 STE A, BIG SPRING, TX 79720

FILING DATE: 08/24/2011 BUSINESS TYPE: SALES TAX PERMIT HOLDER
REGISTRATION ID #: 32044713108-00001
ADDRESS TYPE: BUSINESS

WHERE FILED: COMPTROLLER OF PUBLIC ACCTS/SALES TAX PERMIT DIVISION, AUSTIN, TX

PRINCIPALS: FINALROD, INC., TAXPAYER NAME, 1508 E FM 700 STE A, BIG SPRING, TX 79720

ADDITIONAL DETAILS: TAXPAYER ORGANIZATION TYPE: TEXAS PROFIT CORPORATION

D&B FILING REFERENCE NO: 14199880275

REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF 09/09/2011

NAME: FINALROD, INC.
ADDRESS: 1508 E FM 700 STE A, BIG SPRING, TX 79720

FILING DATE: 07/25/2011 BUSINESS TYPE: TEXAS FRANCHISE TAX
STATUS: IN GOOD STANDING-NOT PAYER
DISS/WITHDRAWL REGISTRATION ID #: 32044713108
ADDRESS TYPE: MAILING

WHERE FILED: COMPTROLLER OF PUBLIC ACCOUNTS/FRANCHISE TAX DIVISION, AUSTIN, TX

ADDITIONAL DETAILS: SOS CHARTER NUMBER:0801457199; GOOD STANDING THROUGH
DATE: 05-15-2012

D&B FILING REFERENCE NO: 17338223527

REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF 09/13/2011

NAME: FINALROD, INC.
ADDRESS: 1508 E FM 700 STE A, BIG SPRING, TX 79720

FILING DATE: 07/25/2011 CORPORATION TYPE: PROFIT
DATE INCORPORATED: 07/25/2011 BUSINESS TYPE: DOMESTIC CORPORATION
STATE OF INCORP: TEXAS REGISTRATION ID #: 0801457199
STATUS: IN EXISTENCE ADDRESS TYPE: MAILING
DURATION: PERPETUAL

WHERE FILED: SECRETARY OF STATE, AUSTIN, TX

REGISTERED AGENT: L. DON KNIGHT, 8100 WASHINGTON AVE., STE. 1000, HOUSTON, TX 77007

PRINCIPALS: RUSSELL P. RUTLEDGE, DIRECTOR, 1508 E. FM 700, BIG SPRING, TX 79720



Decide with Confidence

AMENDMENTS: 07/25/2011 CERTIFICATE OF FORMATION

ADDITIONAL DETAILS: STATE TAXPAYER IDENTIFICATION NUMBER: 32044713108

D&B FILING REFERENCE NO: 61434895007

The preceding public record data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

* * * PUBLIC RECORDS DISPLAY COMPLETE * * *

JOHN CRANE PRODUCTION SOLUTIONS INC.

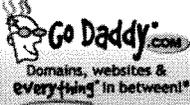
v.

R2R AND D, LLC, FINALROD INC., RUSSELL P. RUTLEDGE

Civil Action No. _____

COMPLAINT

Exhibit H


 Username / Customer# Password **Log In** [Forgot Password?](#) [Create Account](#)
USD  empty

 Deals of the Day
 24/7 Sales & Support (480) 505-8877
Hablamos Español

[Our Commercials](#) [Bob's Video Blog](#) [Help & Forums](#)
WHOIS Domain Check

[Domains](#) [Hosting](#) [Email](#) [Websites](#) [Search Engines](#) [SSL & Security](#) [Resellers](#) [Affiliates](#) [Auctions](#) [My Account](#)

FINALROD.COM
 (Registered)

Is this your domain?

Add hosting, email and more. **GO!**

Want to buy this domain?

Get it with our Domain Buy service. **GO!**

The data contained in GoDaddy.com, Inc.'s WHOIS database, while believed by the company to be reliable, is provided "as is" with no guarantee or warranties regarding its accuracy. This information is provided for the sole purpose of assisting you in obtaining information about domain name registration records. Any use of this data for any other purpose is expressly forbidden without the prior written permission of GoDaddy.com, Inc. By submitting an inquiry, you agree to these terms of usage and limitations of warranty. In particular, you agree not to use this data to allow, enable, or otherwise make possible, dissemination or collection of this data, in part or in its entirety, for any purpose, such as the transmission of unsolicited advertising and solicitations of any kind, including spam. You further agree not to use this data to enable high volume, automated or robotic electronic processes designed to collect or compile this data for any purpose, including mining this data for your own personal or commercial purposes.

Please note: the registrant of the domain name is specified in the "registrant" field. In most cases, GoDaddy.com, Inc. is not the registrant of domain names listed in this database.

Registrant:
 ROGE
 1508 E. FM 700
 Suite A & B
 Big Spring, Texas 79720
 United States

Registered through: GoDaddy.com, Inc. (<http://www.godaddy.com>)
 Domain Name: FINALROD.COM
 Created on: 15-Apr-10
 Expires on: 15-Apr-12
 Last Updated on: 15-Apr-10

Administrative Contact:
 Wentz, Jonathan jonwentz1@msn.com
 ROGE
 1508 E. FM 700
 Suite A & B
 Big Spring, Texas 79720
 United States
 (432) 270-2485

Technical Contact:
 Wentz, Jonathan jonwentz1@msn.com
 ROGE
 1508 E. FM 700
 Suite A & B
 Big Spring, Texas 79720
 United States
 (432) 270-2485

Domain servers in listed order:
 NS33.DOMAINCONTROL.COM
 NS34.DOMAINCONTROL.COM

Registry Status: clientDeleteProhibited
 Registry Status: clientRenewProhibited
 Registry Status: clientTransferProhibited
 Registry Status: clientUpdateProhibited

[See Underlying Registry Data](#)
[Report Invalid Whois](#)

NameMatch Recommendations

GoDaddy.com NameMatch has found similar domain names related to your search. Registering multiple domain names may help protect your online brand against internet squatters who could try to buy up these names in the hopes of selling them to you at an inflated price. It also enables you to capture more Web traffic, which you can then direct to your primary domain.

Domains available for new registration:

Similar Premium Domains	
<input type="checkbox"/> FlyRodBlanks.com	\$1,749.00*
<input type="checkbox"/> FlyRodCases.com	\$1,499.00*
<input type="checkbox"/> FishingFlyRod.com	\$775.00*
<input type="checkbox"/> FinalNet.net	\$1,288.00*
<input type="checkbox"/> FinalRx.com	\$992.00*
<input type="checkbox"/> FinalX.com	\$7,088.00*

ADD TO CART

Domains available at GoDaddy Auctions:

<input type="checkbox"/> alrodahtrade.com Ends on: 12/3/2011 7:22:00 PM PST	\$280.00*
<input type="checkbox"/> metalrodhers.com Ends on: 11/23/2011 2:39:00 PM PST	\$280.00*

VIEW LISTING

Learn more about

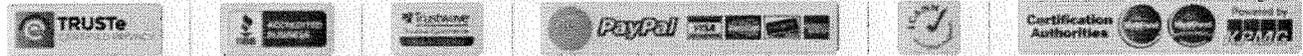
- [Private Registration](#) 
- [Deluxe Registration](#) 
- [Business Registration](#) 
- [Protected Registration](#) 

*Plus ICANN fee of \$0.18 per domain name year.
 ** CA domain names will be registered through Go Daddy Domains Canada, Inc., a CIRA certified registrar.

Search for another domain name in the WHOIS database

My Account	Domain Search	Webmail	Telephone Support & Sales	About Us	Go Daddy, on the GO!		
My Renewals	Product Catalog	WHOIS search	Go Daddy Community	News Releases	iPhone Application		
My Upgrades	Product Advisor	ICANN Confirmation	Discussion Forums	Careers	iPad Application		
Account Settings	Go Daddy Gear	Affiliates	Help and Guides	Marketing Opportunities	Android Application		
Customer Information	Gift Cards	Follow & Fan Us	User Groups	Customer Testimonials	BlackBerry Application		
Order History	Go Daddy Mobile	Legal	Submit Support Ticket	Security Center	Visit GoDaddyMobile.com		
Create Account	Deals of the Day	Commercial Contests	Site Suggestions	.ME Scholarship			
		Site Map	Report Spam	Round Up for Charity			
			Go Daddy Scoop				
					Sign Up for Special Offers		
					Email Address <input type="text"/>		
					<input type="button" value="Submit"/>		

Our Partners



Use of this Site is subject to express Terms of Use. By using this Site, you signify that you agree to be bound by these [Terms of Use](#), which were last revised on August 5, 2011.

GoDaddy.com is the world's No. 1 ICANN-accredited domain name registrar for .COM, .NET, .ORG, .INFO, .BIZ and .US domain extensions. Source: RegistrarSTATS.com

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Although it often appears "WHOIS" or "Whols", the term is not an acronym. It means literally "Who is", referring to the searchable database that stores domain information for every URL currently registered on the Internet. Think of the WHOIS database as the "white pages" of the Internet neighborhood.

Search the GoDaddy.com WHOIS database whenever you want to know who a particular Web site belongs to. You may even be able to find the name and contact information of the business or individual who holds the registration on that domain. If the registration is private, specific information such as the holder's name, address, phone number and email address will be hidden from public view.

There are a number of reasons why you might want to use the GoDaddy.com WHOIS database:

- If you're a domainer, you might have your eye on a particular domain name(s) and want to know when it expires in the hopes of registering it yourself. You might also wish to approach the registrant with a private purchase offer.
- If you are the legal owner of a copyrighted name and you find someone else has registered a domain with that name in it, you'll want to take legal action against whoever's infringed on your rights by "cyber-squatting" on your Internet territory.
- If you come across your own original content reproduced without permission on another Web site, you may want to look up the name of the domain registrant in order to file a DMCA complaint against him or her. This federal act makes it illegal for anyone to produce or distribute another's original material on the Internet.

Law enforcement agencies use the WHOIS database to support national and international efforts including copyright protection and anti-terrorism laws. They're able to identify the registrant - or at least the host or registrar - of every domain name registered today. Legal infractions that can't be traced to an individual or business can certainly be traced to a registrar. Depending on the offense, the registrar may warn the site owner or shut down the Web site altogether.

GoDaddy.com has been active in combating Internet crime and abuse. GoDaddy.com lawyers have testified before the U.S. House Judiciary Subcommittee on Crime, Terrorism and Homeland Security about the rapid proliferation of illegitimate pharmacies and child pornography on the Internet. In fact, the company had a hand in the 2008 passage of the Ryan Haight Online Pharmacy Consumer Protection Act, named after a California teenager who died from an overdose of a drug he bought online.

JOHN CRANE PRODUCTION SOLUTIONS INC.

v.

R2R AND D, LLC, FINALROD INC., RUSSELL P. RUTLEDGE

Civil Action No. _____

COMPLAINT

Exhibit I

Final Rod

A graphic of a telescope on a tripod, positioned behind the letter 'l' in the word 'Final'.

You've
Been
Waiting . . .

The
Future
Has Arrived.

Office

432-264-7500

1508 E. FM 700

Big Spring, TX 79720

Plant

432-517-4145

3408 11th Place Ext.

Big Spring, TX 79720

JS 44 (TXND Rev. 2/10)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS
 John Crane Production Solutions Inc.

(b) County of Residence of First Listed Plaintiff Cook
 (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)
 Eric H. Findlay, State Bar No. 00789886
 Findlay Craft, LLP, 6760 Old Jacksonville Hwy, Suite 101, Tyler, TX 75703
 903-534-1100

DEFENDANTS
 R2R and D, LLC
 Finalrod, Inc.
 Russell P. Rutledge

County of Residence of First Listed Defendant Howard
 (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff

3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant

4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF	Incorporated or Principal Place of Business in This State	PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1		<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input checked="" type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	FEDERAL TAX SUITS <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding

2 Removed from State Court

3 Remanded from Appellate Court

4 Reinstated or Reopened

5 Transferred from another district (specify)

6 Multidistrict Litigation

7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
15 U.S.C. § 1114 (1); 15 U.S.C. § 1125 (a)(1)(A)

Brief description of cause:
Trademark Infringement, False Designation of Origin, Passing Off, and Unfair Competition Under

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

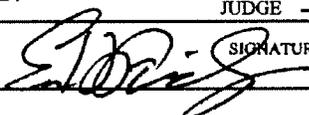
DEMAND \$ _____

CHECK YES only if demanded in complaint:
 JURY DEMAND: Yes No

VIII. RELATED CASE(S) (See instructions)

PENDING OR CLOSED: _____

JUDGE _____ DOCKET NUMBER _____

DATE 11/22/11 SIGNATURE OF ATTORNEY OF RECORD 

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____