# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE:      | CORRECTIVE ASSIGNMENT   |  |
|-----------------------|---|--|
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the Petroleum Information/Dwights LLC, Delaware Limited Liability Company previously recorded on Reel 001570 Frame 0337. Assignor(s) hereby confirms the Petroleum Information/Dwights LLC, Texas Limited Liability Company. |  |

## **CONVEYING PARTY DATA**

| Name                      | Formerly | Execution Date | Entity Type           |
|---------------------------|----------|----------------|-----------------------|
| DWIGHT'S ENERGYDATA, INC. |          | 01/01/1997     | CORPORATION: DELAWARE |

## **RECEIVING PARTY DATA**

| Name:           | PETROLEUM INFORMATION/DWIGHTS LLC   |  |
|-----------------|-------------------------------------|--|
| Street Address: | 15 INVERNESS WAY EAST               |  |
| City:           | ENGLEWOOD                           |  |
| State/Country:  | COLORADO                            |  |
| Postal Code:    | 80129                               |  |
| Entity Type:    | LIMITED LIABILITY COMPANY: DELAWARE |  |

## PROPERTY NUMBERS Total: 1

| Property Type        | Number  | Word Mark  |
|----------------------|---------|------------|
| Registration Number: | 2334106 | POWERTOOLS |

## **CORRESPONDENCE DATA**

Fax Number: (703)739-9577

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

 $\overline{1}$ 

Phone: 703-739-4900

Email: BTAYLOR@STITES.COM
Correspondent Name: BREWSTER TAYLOR

Address Line 1: 1199 NORTH FAIRFAX STREET

Address Line 2: Suite 900

Address Line 4: Alexandria, VIRGINIA 22314

| ATTORNEY DOCKET NUMBER: | 714LT-9844 (T03843US0) |  |
|-------------------------|------------------------|--|
| NAME OF SUBMITTER:      | BREWSTER TAYLOR        |  |

TRADEMARK
REEL: 003271 FRAME: 0116

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| Signature:  | /BT/       |  |
|---|------------|--|
| Date:   | 03/17/2006 |  |
| Total Attachments: 6 source=POWERTOOLS ASSIGNMENT#page1.tif source=POWERTOOLS ASSIGNMENT#page2.tif source=POWERTOOLS ASSIGNMENT#page3.tif source=POWERTOOLS ASSIGNMENT#page4.tif source=POWERTOOLS ASSIGNMENT#page5.tif |            |  |
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| FCPM FTC-1554  | · · · · · · · · · · · · · · · · · · ·  | RKS ONLY   | S. DEPARTMENT OF COMMERCE<br>Parent and Trademark Office                      |
|--|--|--|---|
| Tao serings ⇒ ⇔ ♥  | Y Y .  | ▼ ▼  | <b>y y</b>  |
| To the Honorable Commissioner  | of Patents and Trademarks:   | <del></del>  |   |
| 1. Name of conveying party(les):   |  | 2. Name and address of rec   |   |
|  |  | Name: Petroleum  | Information/Dwights   |
| Dwight's Energyd   | ata, Inc.  | Internal Address: Su   |   |
|  |  | Street Address: 533  | 3 Westheimer  |
| Individual(s) General Partnership Copporation-State  | Association     Umited Partnership   | City: Houston  | State: TX ZIP: 77056  |
| OtherAdditional name(s) of conveying party(les   | Name of the Control o | ☐ Individual(s) citizensi  | nip   |
| voctioned introduction or constant beninform   |  | General Partnership  |   |
| 3. Nature of conveyance:   |  | Umited Partnership   |   |
| Assignment   | ☐ Merger   | Dipor Limited  | Liability Company   |
| Security Agreement   | Change of Name   | ,  | inited States, a domestic representative                                      |
| Citier   |  | designation is attached:   | Q Yes Q No  |
| - " - T  | 1 1007   | (Designations must be a separate of  |   |
| Execution Date: <u>January</u>   | 1. 199/  | Additional name(s) & address(es) a   | utacned7 QYes QNe   |
| Application number(s) or registr     Trademark Application No.(s)  | ration number(s):  | B. Trademark regist  | ration No.(s)   |
| See Attached E   | xhibit A   | See Attac  | hed Exhibit A   |
| <u> </u>   | Additional numbers a   | sached? ÖYes □No   |   |
| <ol> <li>Name and address of party to<br/>concaming document should b<br/>Name: Patricia F.</li> </ol>                       | e mailed:  | Total number of application registrations involved:  |   |
|  |  | 1  | 540.00  |
| Internal Address: Suite  | 100  | 7. Total fee (37 CFR 3.41):  | s 540.00  |
| •  |  | . 🖸 Enclosed   |   |
| Petroleum Informat   | ion/Dwights LLC  | Authorized to be char  | rged to deposit account   |
| Street Address:  | er   | 8. Deposit account number  | :   |
| Cay: Houston   | State: TX ZP: 7705   | Vinital appeared and or a  | nis page if paying by deposit account)  |
|  | DO NOT US  | E THIS SPACE   |   |
| 9. Statement and signature. To the best of my knowledge a of the original document.  PATRICIA F. WOA  Name of Person Signing | IDEPLEY Patr   | icia F. Would  | any attached copy is a true copy  y 4-2-97  Date Date Descripting cover sheet |
| OM8 No. 0651-0011 (exp. 4/94)  |  |  |   |
|  | Do not deta  | ch this portion  |   |
| Mail documents to be rec   | orded with required cover sh   |  |   |
|  | Commissioner o<br>Box Assignment<br>Washington, D.C  | •  |   |
| document to be record<br>and completing and rev<br>to the U.S. Patent and<br>D.C. 2023 I, and to the                         | ed, including time for revi<br>iewing the sample coversi<br>Trademark Office, Office<br>Office of Management and   | heet is estimated to average<br>ewing the document and gath<br>heet. Send comments regardi-<br>of information Systems, PK,<br>Budget, Paperwork Reductio | nering the data needed, ing this burden estimate 2-1000C, Washington,         |
| Washington, D.C. 205   | 103.   |  | TDADEMARK   |

Exhibit A

# Dwight's Energydata, Inc.

| TRADEMARK<br>APPEICATION NO.(S)  | REG       | TRADEMARK<br>ISTRATION NO.(S)                           |
|--|-----------|---|
| 75-206,050 POWERTOOLS  | 2,041,322 | ALLOCATE  |
| 75-001,417 SCOUTVIEW   | 2,008,294 | SCOUT EXPRESS   |
| 74-721,453 DWIGHT'S  | 2,001,521 | VISION  |
| ENERGYDATA, INC.   | 1,985,795 | DWIGHTS   |
|  | 1,934,485 | WELL PERFORMANCE<br>ANALYSIS                            |
| and the state of t | 1,916,285 | DISCOVER  |
|  | 1,916,283 | HYPERVISION   |
|  | 1,991,960 | SCOUT   |
|  | 1,863,541 | TEAM TECHNICAL<br>ENGINEERING<br>APPLICATION<br>MANAGER |
|  | 1,873,648 | SUBPUMP   |
|  | 1,882,820 | LITE  |
|  | 1,386,678 | DCOM  |
|  | 1,409,247 | DPLOT   |
|  | 1,387,336 | DGRAPH  |
| · ·  | 1,354,025 | MORNING REPORT  |
|  | 1,357,353 | HOTLINE ENERGY<br>REPORTS                               |
|  | 1,407,136 | DWIGHT'S OIL & GAS<br>REPORTS                           |
|  | 1,389,465 | LEARDATA<br>INFO-SERVICES                               |

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# GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This General Assignment and Assumption Agreement (this "Assignment") is made and entered into effective as of 12:01 a.m., January 1, 1997 (the "Effective Time"), between Dwight's Energydata, Inc., a Delaware corporation ("Assignor"), and Petroleum Information/Dwights LLC, a Delaware limited liability company ("Assignee").

## RECITALS

Assignor and GeoQuest International Holdings, Inc. have heretofore entered into a Formation Agreement, dated as of December 31, 1996 (the "Formation Agreement"), providing, among other things, for the assignment by Assignor to Assignee of all of the DEI Assets (as defined below) and the assumption by Assignee of all of the DEI Liabilities (as defined below).

Pursuant to Section 2.01 of the Formation Agreement, Assignor and Assignee are required to execute and deliver this General Assignment and Assumption in connection with the consummation of the transactions contemplated by the Formation Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein and in the Formation Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, Assignor and Assignee hereby agree as follows:

## L DEFINED TERMS

As used herein, the terms set forth below shall have the following respective meanings:

"DEI Assets" means all assets, including all real property, fixtures, facilities, improvements, vehicles, equipment, inventories, cash, accounts receivables, tangible and intangible personal property, Intellectual Property, investments, rights, leases, contracts and permits, owned by Assignor on the date hereof, other than the DEI Excluded Assets.

"DEI Business" means the businesses of Assignor as they have been carried on over any of the 12 months prior to December 31, 1996 (including the ownership of an interest in Graphics Information Technologies, Inc., a Delaware corporation, and indirect ownership of an interest in Tobin Data Graphics LLC, a Texas limited liability company).

"DEI Excluded Assets" means (a) 54,952 shares of the common stock of SoftSearch Holdings, Inc., a Texas corporation, (b) all tax loss carryforwards and other deferred tax assets attributable to Assignor or the DEI Business, (c) the certificate of incorporation, bylaws and minute book of the board of directors of Assignor, (d) all tax and accounting records, all rights of Assignor under the Formation Agreement and the Amended and Restated Limited Liability Company Agreement dated effective January 1, 1997, for Assignee (and all agreements, instruments and other documents in connection therewith), and all records related thereto, and

(e) the net amount of all accounts receivable owed to Assignor by SoftSearch Energydata, Inc., a Delaware corporation.

"DEI Liabilities" means all Liabilities of Assignor, other than those related to the DEI Excluded Assets.

"Intellectual Property" means (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications. and patent disclosures, together with all reissuances, continuations, continuations-in-part revisions, extensions, and reexaminations thereof, (b) all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) all computer software (including data and related documentation), (g) all data bases, (h) all other proprietary rights, (i) all copies and tangible embodiments thereof (in whatever form or medium), and all improvements or work in progress on any of the foregoing.

"Liability" means any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including any liability for Taxes.

"Tax" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Internal Revenue Code §59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interests, penalty, or addition thereto, whether disputed or not.

## IL ASSIGNMENT

Assignor does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver unto Assignee the DEI Assets,

TO HAVE AND TO HOLD the DEI Assets, together with all and singular the rights and privileges in any wise appertaining thereto, unto Assignee and its successors and assigns forever.

The foregoing assignment is made without any representation or warranty, express or implied, except for the representations and warranties expressly made in the Formation

Agreement, none of which is superseded hereby. Nothing contained in this Assignment shall be deemed to modify, alter or amend the terms and provisions of the Formation Agreement.

If the assignment or attempted assignment of any DEI Asset listed in Section 5.07 of the DEI Disclosure Schedule (as defined in the Formation Agreement) without the consent of a third party would constitute a breach or result in a forfeiture thereof, this Assignment shall become effective with respect thereto only upon receipt of such consent.

#### III. ASSUMPTION

Assignee hereby accepts the DEI Assets and assumes, and agrees to pay and discharge when due, all of the DEI Liabilities.

## IV. MISCELLANEOUS

Assignor and Assignee each agree to execute, acknowledge and deliver to the other all such additional instruments, notices, and other documents and to do all such further acts and things as may be necessary or useful to more fully and effectively effect the intent of this Assignment.

This Assignment shall be governed by and construed in accordance with the laws of the State of Texas, except as otherwise required by applicable law.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Additionally, Assignor and Assignee agree to execute and deliver such additional "Assignment and Assumption Agreements" (each covering one or more assets or liabilities included with the DEI Assets or the DEI Liabilities) as may be reasonably requested by Assignee or Assignor for the purpose of evidencing to third parties the assignments and assumptions effected pursuant to this Assignment, and in the event of any conflict between the terms of this Assignment and such Assignment and Assumption Agreements, the terms of this Assignment shall control.

EXECUTED as of the Effective Time.

<u>Assignor</u>

DWIGHT'S ENERGYDATA, INC.

Assignee

PETROLEUM INFORMATION/DWIGHTS

LLC

Namé:

Title:

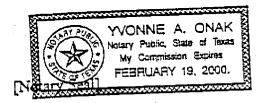
8 000,01200

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Qobert Colvey, whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said DWIGHT'S ENERGYDATA, INC., a Delaware corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 315 day of



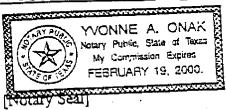
Notary Printed Name Nun Anz Fr. Cena K My Commission Expires: 2-19-2000

STATE OF TEXAS

COUNTY OF #AZZIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Robert College whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said PETROLEUM INFORMATION/DWIGHTS LLC, a Delaware limited liability company, and that he executed the same as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31 st day of Deca M 187 \_\_\_\_\_\_, 1996.



Notary Printed Name Nunne A. Orok My Commission Expires: 2-19-2000

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