

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Baker Hughes Incorporated		08/30/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Superior Energy Services, L.L.C.		
Street Address:	1105 Peter Road		
City:	Harvey		
State/Country:	LOUISIANA		
Postal Code:	70058		
Entity Type:	LIMITED LIABILITY COMPANY: LOUISIANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2870551	EMERALD FRAQ	
Registration Number:	2855231	SURFRAQ	
CORRESPONDENCE DATA			
Fax Number:	(225)248-3109		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	225-248-2106		
Email:	jwtrademarks@joneswalker.com		
Correspondent Name:	Lance A. Foster		
Address Line 1:	8555 United Plaza Blvd., 5th Floor		
Address Line 4:	Baton Rouge, LOUISIANA 70809		
ATTORNEY DOCKET NUMBER:	124656-00		
NAME OF SUBMITTER:	Lance A. Foster		
Signature:	/lance a. foster/		
Date:	03/25/2011		

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Total Attachments: 5

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**INTELLECTUAL PROPERTY ASSIGNMENT
(BHI TRADEMARKS)**

This Intellectual Property Assignment (this "**IP Assignment**"), dated as of August 30, 2010, is made by Baker Hughes Incorporated, a Delaware corporation ("**BHI**" or "**Assignor**"), in favor of Superior Energy Services, L.L.C., a Louisiana limited liability company ("**Buyer**").

RECITALS

WHEREAS, Buyer, Baker Hughes Oilfield Operations, Inc. and BJ Services Company, U.S.A. are parties to an Asset Purchase Agreement dated as of July 3, 2010 (the "**Asset Purchase Agreement**") (capitalized terms used but not otherwise defined herein have the meanings given such terms in the Asset Purchase Agreement); and

WHEREAS, the Asset Purchase Agreement contemplates that BHI shall execute and deliver this IP Assignment at Closing for the purposes of evidencing BHI's assignment to Buyer of certain of the Purchased Intellectual Property;

WHEREAS, BHI is the owner of the trademarks and trademark applications set forth in Schedule A attached hereto (hereinafter referred to as "**Trademarks**");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Trademarks. Subject to the terms, covenants, conditions and provisions of the Asset Purchase Agreement, Assignor hereby assigns to Buyer all of its rights, title and interest in and to the Trademarks, including:

- (a) the Trademarks, including the goodwill represented by the Trademarks;
- (b) all rights of action on account of present and future infringement of the Trademarks; and
- (c) the right to register any of the Trademarks owned by or transferred to Buyer in its own name, the same to be held and enjoyed by Buyer for its own use and behalf, and for its legal representatives and assigns.

2. Further Assurances. Each party hereby covenants and agrees that it will at any time, upon the request of the other party and at the expense of Buyer, execute and deliver any and all papers and do all lawful acts that may be necessary to perfect the title to said patents or trademarks.

3. Relationship with Asset Purchase Agreement. This IP Assignment is an instrument of transfer and assumption contemplated by, and is executed and delivered pursuant and subject to, the Asset Purchase Agreement, and nothing contained herein shall be deemed to supersede, enlarge, modify or diminish any of the provisions of the Asset Purchase Agreement or any rights, obligations, agreements, covenants, representations or warranties of the parties under the Asset Purchase Agreement, all of which survive the delivery and execution of this IP Assignment. If

any conflict exists between the terms of this IP Assignment and the Asset Purchase Agreement, then the terms of the Asset Purchase Agreement shall govern and control.


4. Governing Law. This IP Assignment and the obligations of the parties hereunder will be governed by and construed and enforced in accordance with the laws of the State of Texas, excluding any choice of law rules which may direct the application of the laws of any other jurisdiction.

5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed to be an original and all of which together will be deemed to be one and the same instrument, binding on all parties hereto notwithstanding that all such parties are not signatories to the same counterpart.

* * * * *

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

BAKER HUGHES INCORPORATED

By: 
Name: David Emerson
Title: Vice President

**Schedule A
Trademarks**

Intellectual Property Asset		
Trademarks:		
Trademark	U.S. Appl./Registration No.	Goods/Services (Used/Not Used)
Emerald FRAQ	2870551	chemicals used for production of oil and gas; namely chemicals used to fracture geologic formations to enhance the flow of hydrocarbons in oil and gas wells.
SurFRAQ	2,855,231	chemicals used in oil and gas wells for production of oil and gas; namely chemicals used in fracturing and treatment of geologic formations.
OMNI-PACK	77/285,781	Gravel pack displacement fluid used to transport and deposit gravel or other solid proppant as part of a sand exclusion, screen and gravel pack completion, specifically a water-in-oil emulsion based fluid, used in the oil and gas industry
LOW FINE	Common law	(Current)
TSO PREPACK	Common law	(Obsolete)
BreakBAQ	Common law	(Current)
I-RES	Common law	(No actual use)
Deep Trend	Common law	(No actual use)
iMICRO	Common law	(No actual use)
PROP FLUSH	Common law	(Obsolete)
BORAFRAQ	Common law	(Current)
FracFORCE	Common law	(No actual use)
B9	Common law	(Current)
BC Gel I	Common law	(Obsolete)
BDAQ	Common law	(Current)
LIQUID GRAVEL	Common law	(Obsolete)
BORAFRAQ SW	Common law	(Current)
FRAQPAQ	Common law	(Current)
H2O FRAQ	Common law	(Current)
H2O PAQ	Common law	(Current)
MSVT	Common law	(Current)
TOPAZFRAQ	Common law	(Current)
RubyFRAQ	Common law	(Current)