

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	01/08/2007		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Expro Americas Inc.		01/08/2007
			Entity Type
			CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Power Well Services, L.P.		
Street Address:	580 Westlake Park Boulevard, Suite 1500		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77079		
Entity Type:	LIMITED PARTNERSHIP: TEXAS		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Serial Number:	85336292	EXPRO
CORRESPONDENCE DATA			
Fax Number:	(413)731-3101		
Phone:	413-731-3100		
Email:	shenry@osheagetz.com		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Correspondent Name:	Richard D. Getz		
Address Line 1:	O'Shea Getz P.C.		
Address Line 2:	1500 Main Street, Suite 912		
Address Line 4:	Springfield, MASSACHUSETTS 01115		
ATTORNEY DOCKET NUMBER:	1151-0005		
NAME OF SUBMITTER:	Richard D. Getz		

Signature:	/rdg/
Date:	03/29/2012
Total Attachments: 10 source=powerwell#page1.tif source=powerwell#page2.tif source=powerwell#page3.tif source=powerwell#page4.tif source=powerwell#page5.tif source=powerwell#page6.tif source=powerwell#page7.tif source=powerwell#page8.tif source=powerwell#page9.tif source=powerwell#page10.tif	

Execution Copy

**CERTIFICATE OF MERGER
MERCING**

**EXPRO AMERICAS INC.
(a Delaware corporation)**

WITH AND INTO

**POWER WELL SERVICES, L.P.
(a Texas limited partnership)**

FILED
In the Office of the
Secretary of State of Texas

JAN 08 2007
Corporations Section

Pursuant to Section 2.11 of the Texas Revised Limited Partnership Act

Expro Americas Inc., a Delaware corporation ("Expro"), desires to merge with and into Power Well Services, L.P., a Texas limited partnership ("PWSLP"), pursuant to the provisions of Section 2.11 of the Texas Revised Limited Partnership Act. Expro and PWSLP hereby certify as follows:

1. An Agreement and Plan of Merger dated as of January 8, 2007 and attached hereto as Exhibit A (the "Merger Agreement"), by and between Expro and PWSLP has been approved, adopted, certified, executed and acknowledged by Expro in accordance with the requirements of Section 264 of the General Corporation Law of the State of Delaware and by PWSLP in accordance with the requirements of Section 2.11(a)(2) of the Texas Revised Limited Partnership Act and by each in accordance with its respective constituent documents.
2. No amendments to the certificate of limited partnership of PWSLP are desired to be effected by the merger.
3. The executed Merger Agreement is on file at the principal place of business of PWSLP at 580 Westlake Park Boulevard, Suite 1500, Houston, Texas 77079.
4. PWSLP has complied with the provisions of its partnership agreement regarding furnishing partners copies or summaries of the agreement and plan of merger and notices regarding the merger.

RECEIVED

JAN 08 2007

HOUSTON\2026968.5

Secretary of State

-1-

TRADEMARK
REEL: 004744 FRAME: 0927

IN WITNESS WHEREOF, Expro Americas Inc. has caused this Certificate of Merger to be signed by its President and Power Well Services, L.P. has caused this Certificate of Merger to be signed by the President and Chief Executive Officer of Power Well Service GP, LLC, its sole general partner, each as of the 8th day of January, 2007.

EXPRO AMERICAS INC.

By: _____
Name: Jeff Skelly
Title: President

POWER WELL SERVICES, L.P.

By: Power Well Service GP, LLC,
its sole general partner

By: _____
Name: Keith Grimes
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, Expro Americas Inc. has caused this Certificate of Merger to be signed by its President and Power Well Services, L.P. has caused this Certificate of Merger to be signed by the President and Chief Executive Officer of Power Well Service GP, LLC, its sole general partner, each as of the 8th day of January, 2007.

EXPRO AMERICAS INC.

By: _____
Name: Jeff Skelly
Title: President

POWER WELL SERVICES, L.P.

By: Power Well Service GP, LLC,
its sole general partner

By: _____
Name: Keith Grimes
Title: President and Chief Executive Officer

Exhibit A

AGREEMENT AND PLAN OF MERGER

HOUSTON2026968.5
Step 22.06

TRADEMARK
REEL: 004744 FRAME: 0930

Execution Copy

AGREEMENT AND PLAN OF MERGER

BY AND BETWEEN

EXPRO AMERICAS INC.

AND

POWER WELL SERVICES, L.P.

January 6, 2007

HOUSTON2027734.3
Step 22.04

TRADEMARK
REEL: 004744 FRAME: 0931

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger ("Agreement") is made and entered into as of the 8th day of January, 2007, by and between Expro Americas Inc., a Delaware corporation ("Expro"), and Power Well Services, L.P., a Texas limited partnership ("PWSLP"). Expro and PWSLP are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the board of directors of Expro has determined that it is expedient and in the best interests of Expro for Expro to be merged with and into PWSLP, with PWSLP surviving the merger;

WHEREAS, the general partner of PWSLP has determined that it is expedient and in the best interests of PWSLP that Expro be merged with and into PWSLP, with PWSLP surviving the merger; and

WHEREAS, this Agreement has been adopted and approved by each of Expro and PWSLP.

AGREEMENT

NOW, THEREFORE, in consideration of these premises and the mutual and dependent promises hereinafter set forth, the parties hereto agree as follows:

ARTICLE I THE MERGER

1.1 The Merger; Effect of Merger. Upon the terms and subject to the conditions hereof, and in accordance with the relevant provisions of the General Corporation Law of the State of Delaware (the "DGCL") and the Texas Revised Limited Partnership Act (the "LP Act"), at the Effective Time (as defined below), Expro shall be merged with and into PWSLP (the "Merger"), whereupon all of the rights, privileges and powers of Expro, and all property, real, personal and mixed, and all debts due to Expro and PWSLP on whatever account, shall be vested in PWSLP, and shall thereafter be the property of PWSLP as they were of Expro, and the title to any real property vested by deed or otherwise, under the laws of any state in Expro and PWSLP shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of Expro and PWSLP shall be preserved unimpaired, and all debts, liabilities and duties of Expro and PWSLP shall thenceforth attach to PWSLP, and may be enforced against PWSLP to the same extent as if said debts, liabilities and duties had been incurred or contracted by PWSLP, and PWSLP shall continue its existence under the laws of the State of Texas possessing all the rights, privileges, powers and franchises as well of a public as of a private nature, and being subject to all the restrictions, disabilities and duties of each Expro and PWSLP. PWSLP, in its capacity as the entity surviving the Merger, is hereinafter sometimes referred to as the "Surviving Entity."

1.2 Closing. Unless this Agreement shall have been terminated and the transactions herein contemplated shall have been abandoned by mutual agreement, the closing of the Merger ("Closing") will take place at the time or place agreed to by the parties hereto.

1.3 Effective Time. As soon as practicable, but in no event sooner than the Closing, the Merger shall be consummated by filing with the Secretaries of State of the States of Delaware and Texas (the "Secretaries of State") a Certificate or Articles of Merger, in such form as is required by and executed in accordance with the requirements of the DGCL and the LP Act (the "Certificates") and by making all other filings or recordings required by Delaware and Texas law in connection with the Merger. The Merger shall become effective when the Certificates have been filed with the Secretaries of State or at such later time and date as may be specified in the Certificates (the "Effective Time").

1.4 Continued Existence of Surviving Entity. At the Effective Time, the certificate of limited partnership of the Surviving Entity, as in effect immediately prior to the Effective Time, will be the certificate of limited partnership of PWSLP until amended as provided by law. Effective as of the Effective Time, the agreement of limited partnership of the Surviving Entity will be the agreement of limited partnership of PWSLP, as in effect immediately prior to the Effective Time, until altered, amended, or repealed, or until a new agreement shall be adopted in accordance with the provisions of law.

ARTICLE II CONVERSION OF SECURITIES UPON MERGER; PAYMENT OF MERGER CONSIDERATION

2.1 Conversion of Securities upon Merger. The manner and basis of converting the issued and outstanding ownership interests of each of the parties to the merger into partnership interests of the Surviving Entity or other consideration herein provided for shall be as follows:

- (a) all issued and outstanding shares of capital stock held by any person in Expro shall be cancelled and extinguished as of the Effective Time and no payment shall be made with respect thereto; and
- (b) partnership interests in PWSLP shall be unaffected by the Merger.

ARTICLE III MISCELLANEOUS

3.1 Counterparts. This Agreement may be executed in counterparts, which together shall constitute one and the same Agreement. The signatories hereto may execute more than one copy of the Agreement, each of which shall constitute an original.

3.2 Entire Agreement. This Agreement constitutes the entire agreement among the parties and supersedes all contemporaneous oral and all prior agreements and understandings, agreements or representations by or among the parties, written and oral, with respect to the subject matter hereof and thereof. Each of Expro and PWSLP expressly warrants and represents and does hereby state that no promise or agreement which is not herein expressed has been made

in executing this Agreement, and that neither Expro nor PWSLP is relying on any statement or representation of any agent of the parties hereto.

3.3 Third-Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended or shall be construed to create any third party beneficiaries.

3.4 Governing Law. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE.

3.5 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have each signed this Agreement as of the date first written above in the capacities so indicated.

EXPRO AMERICAS INC.

By: _____
Name: Jeff Skelly
Title: President


POWER WELL SERVICES, L.P.

By: Power Well Service GP, LLC,
its sole general partner

By: _____
Name: Keith Grimes
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have each signed this Agreement as of the date first written above in the capacities so indicated.

EXPRO AMERICAS INC.

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Name: Jeff Skelly
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By: _____
Name: Keith Grimes
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