

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Jacam Chemical Company, Inc.		03/01/2013	CORPORATION: KANSAS
Jacam Chemical Company, LLC		03/01/2013	LIMITED LIABILITY COMPANY: DELAWARE
Jacam Chemicals, LLC		03/01/2013	LIMITED LIABILITY COMPANY: KANSAS
Jacam Manufacturing, LLC		03/01/2013	LIMITED LIABILITY COMPANY: KANSAS
<b>RECEIVING PARTY DATA</b>			
Name:	Jacam Chemical Company 2013, LLC		
Street Address:	11767 Katy Freeway, Suite 230		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77079		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
Property Type	Number	Word Mark	
Registration Number:	3587655	SMART FLUID	
Serial Number:	85798949	JACAM	
Serial Number:	85799078	JC	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	4052396651		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	405-235-7700		
Email:	IPmail@crowedunlevy.com		
Correspondent Name:	David M. Sullivan		
Address Line 1:	20 North Broadway, Suite 1800		

OP \$90.00 3587655

Address Line 4: Oklahoma City, OKLAHOMA 73102

ATTORNEY DOCKET NUMBER:

JACAM

NAME OF SUBMITTER:

David M. Sullivan

Signature:

/David M. Sullivan/

Date:

03/21/2013

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into this 1st day of March, 2013, by and among Jacam Chemical Company, Inc., a Kansas corporation, Jacam Chemical Company, LLC, a Delaware limited liability company, Jacam Chemicals, LLC, a Kansas limited liability company, and Jacam Manufacturing, LLC, a Kansas limited liability company (collectively, "Assignors"), and Jacam Chemical Company 2013, LLC, a Delaware limited liability company ("Assignee" or "Buyer"), with reference to the following circumstances:

A. Assignors, Buyer and certain other parties named therein are parties to that certain Asset Purchase Agreement dated March 1, 2013 (the "Asset Purchase Agreement").

B. Pursuant to the Asset Purchase Agreement, Assignors and certain of their Affiliates have agreed to assign to Buyer and certain of its Affiliates certain intellectual property rights relating to the assets held by Assignor and its Affiliates and used in connection with the production chemical and specialty chemical business operated by Assignor and its Affiliates.

C. As permitted by Section 9.9(b) of the Asset Purchase Agreement, Buyer has notified Assignors that Assignee, a Subsidiary or Affiliate of Buyer, is acquiring the intellectual property constituting a part of the Assets and listed on Schedules 1 – 5 hereto, as applicable (collectively, the "Subject Assets").

D. This Assignment is made pursuant to the following terms and subject to the representations, warranties, covenants and other terms and conditions contained within the Asset Purchase Agreement.

E. Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Asset Purchase Agreement.

### 1. Definitions.

1.1 "Copyrights" means any and all copyrights used by any Assignor in the promotion, sale or development of production chemicals and specialty chemicals, whether registered or not, including any associated mask works, as that term is defined in 17 U.S.C. § 901, including any software programs, website code and content.

1.2 "Developed Trade Secrets" means any and all Trade Secrets that are associated with, or embodied by, a product or process developed by any Assignor that has been commercialized, including the formulae and methods of preparation for the products identified in Schedule 4.

1.3 "Domain Names" means the "jacam.com" domain name and any other domain names used by Assignors in connection with the offering of production chemicals and specialty chemicals, including those identified in Schedule 1.

**1.4 "Intellectual Property"** means the domestic and foreign patents, patent applications, inventions, disclosures, trademarks, service marks and registrations therefor, trade names, copyrights, copyright registrations, trade secrets, customer lists, professional personnel lists, former, current and potential employee professional information, know-how, processes, logos, slogans, intellectual property rights embodied by proprietary computer software, proprietary technology, and all other proprietary rights of any kind or character, and any and all records embodying or containing information related to the foregoing, in each case relating to the production chemical and specialty chemical business operated by Assignors, including, without limitation, the Patent Rights, Trademarks, Trade Secrets, Domain Names and Copyrights, excepting only those assets transferred by Assignors to Buyer and/or its Affiliates pursuant to one or more separate Intellectual Property Assignments entered into concurrently with this Assignment (collectively, the "Related Assignments").

**1.5 "Patent Rights"** means any and all patents and pending patent applications owned by any Assignor and related to the design, production or use of production chemicals and specialty chemicals including, without limitation those listed on Schedule 2 hereto, and any continuations, reissues, divisionals or other applications or letters patent related thereto, whether granted in the United States or in any and all foreign countries.

**1.6 "Trademarks"** means any and all trademarks used by any Assignor in the promotion, sale or development of production chemicals and specialty chemicals, whether registered or not, but specifically including those marks listed in Schedule 3.

**1.7 "Trade Secrets"** means any formula, pattern, compilation, program, device, method, technique, or process, that (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

**1.8 "Undeveloped Trade Secrets"** means information, know-how and any and all Trade Secrets that are associated with, or embodied by, a product or process (i) not yet in development; or (ii) currently in development by any Assignor, but which has not been commercialized, as generally identified in Schedule 5.

**2. Grant of Intellectual Property.** In consideration of the premises and for the consideration described in the Asset Purchase Agreement, Assignors hereby assign and agree to assign to Assignee all of their respective right, title and interest in and to the Intellectual Property, whether now known or later disclosed, to Assignee, excepting only those assets transferred pursuant to Related Assignments, according to the following terms:

**2.1 Assignment of Patent Rights.**

(a) Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer, unto Assignee their respective entire right,

title and interest to the Patent Rights in the United States and its territorial possessions and in all foreign countries and the entire right, title and interest in and to any and all Letters Patent that may be granted therefor in the United States and its territorial possessions and in any and all foreign countries and in and to any and all divisions, reissues, continuations and extensions thereof.

(b) Assignors hereby authorize and request the Patent and Trademark Office officials in the United States and any and all foreign countries to issue any and all of said Letters Patent, when granted, to said Assignee, as the assignee of Assignors' entire right, title and interest in and to the same, for the sole use and enjoyment of said Assignee, its successors and assigns. The right to file, prosecute, maintain and control any and all patent applications associated with the Patent Rights rests solely with Assignee.

(c) Assignors agree that the Assignors will communicate to said Assignee, or its representatives, any facts known to Assignors respecting said Patent Rights, and will testify, at the cost and expense of Assignee, in any legal proceedings, sign all lawful papers, execute all divisions, continuations, substitutions, renewal and reissue applications.

**2.2 Assignment of Trademarks.** Assignors hereby assign all of their respective rights in the Trademarks to Assignee, along with any and all goodwill associated with Assignors' use of the Trademarks. Assignors shall cease and desist from further use of the Trademarks, or any other word or words that are confusingly similar to the Trademarks in connection with the manufacture, sale or promotion of drilling fluids and related products, except as otherwise may be agreed by Assignee from time to time. Assignors agree and acknowledge that they have no intention to later adopt or resume use of the Trademarks.

**2.3 Assignment of Copyrights.** Assignors hereby assign and transfer, in perpetuity, to Assignee all right (whether now known or later created), title and interest throughout the world, including all copyright rights, renewals, or extensions thereto, of Assignors in and to the Copyrights. Assignors shall cease and desist from further use of the Copyrights, including any software for which Assignors own Copyrights for the program code, graphical user interfaces and creative content. If Assignors license copyrighted computer software from third-party licensors, Assignors agree to transfer such licenses to Assignee, as permitted by such third-party licensors.

**2.4 Assignment of Domain Name.** Assignors hereby assign and agree to transfer Assignors' respective rights in the Domain Names to Assignee. Assignors agree to initiate and carry out the Domain Name transfer by contacting the applicable registrar within five business days of the effective date of this Assignment. Assignors further agree that they will maintain the Domain Names in good standing until such transfer is effective.

**2.5 Assignment of Trade Secrets.** Assignors hereby assign and agree to assign to Assignee the Developed Trade Secrets and Undeveloped Trade Secrets.

Assignors further agree to reduce the Developed Trade Secrets to a written record reflecting the protected Developed Trade Secrets in sufficient detail to enable Assignee to fully enjoy and practice the Trade Secrets. Assignors further agree to reduce the Undeveloped Developed Trade Secrets to a written record with as much detail as possible to allow Assignee to further refine and develop the Undeveloped Trade Secrets. From and after the date of this Assignment, Assignors agree that they will not make any further use of the Developed Trade Secrets or Undeveloped Trade Secrets, disclose the Developed Trade Secrets or Undeveloped Trade Secrets, or attempt to transfer the Developed Trade Secrets or Undeveloped Trade Secrets to a third party, without the express written consent of Assignee.

**2.6 Assistance by Assignors.** Assignors agree to execute all necessary instruments to illustrate this Assignment or to cause any and all of the Intellectual Property rights to be issued, granted or registered to Assignee, to make all rightful oaths and generally to do everything necessary or desirable to aid Assignee, its successors and assigns to obtain and enforce proper acquisition, protection and enforcement of the Intellectual Property in the United States and in any and all foreign countries.

**3. Representations and Warranties.** Assignors hereby incorporate by reference the representations and warranties set forth in Article III of the Asset Purchase Agreement, including, without limitation, representations made under Sections 3.8 and 3.23 thereof. Assignee acknowledges and agrees that its remedies with respect to any misrepresentation or breach of warranty relating to the foregoing representations and warranties incorporated from the Asset Purchase Agreement shall be as set forth in Article VIII of the Asset Purchase Agreement.

#### **4. General.**

**4.1 Notices.** Any and all notices or other communications required or permitted to be given under any of the provisions of this Assignment shall be in writing and shall be made in conformity with the requirements of Section 9.3 of the Asset Purchase Agreement.

**4.2 Entire Agreement; Amendment.** This Assignment and the Asset Purchase Agreement collectively constitute the entire agreement of the parties with respect to the subject matter hereof and supersede any and all prior agreements between the parties with respect to such subject matter. This Assignment may not be modified, amended or terminated except by a written agreement specifically referring to this Assignment signed by Assignor and Assignee.

**4.3 No Waiver.** No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

**4.4 Binding Effect and Assignability.** This Assignment shall be binding upon and inure to the benefit of each party hereto, its heirs, personal representatives, successors and assigns. The obligations of Assignors in this Assignment are personal to

the Assignors and may not be assigned. The rights and benefits of Assignee under this Assignment are freely assignable without prior notice to Assignors.

**4.5 Captions.** The section headings contained herein are for the purposes of convenience only and are not intended to define or limit the contents of said sections.

**4.6 Governing Law.** This Assignment and all amendments hereto shall be governed by and construed in accordance with the laws of the United States of America and the State of Delaware applicable to contracts made and to be performed therein, without reference to its conflict of laws provisions.

**4.7 Severability.** If any provision of this Assignment, or the application thereof, is determined for any reason and to any extent to be invalid or unenforceable, the remainder of this Assignment and the application of such provision to the other persons or circumstances will be interpreted so as to reasonably effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provision.

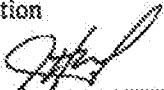
**4.8 Absence of Third Party Beneficiary Rights.** No provision of this Assignment is intended or shall be interpreted to create any third party beneficiary rights or any other rights of any kind in any client, customer, affiliate, shareholder, officer, employee, or agent of any party hereto or any other person or entity unless specifically provided otherwise herein, and, except as so provided, all provisions hereof will be personal solely between the parties to this Assignment.

*Signature page follows this page.*

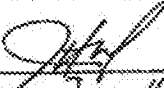
IN WITNESS WHEREOF, the undersigned have signed this Intellectual Property Assignment as of the date previously set forth.

"Assignors"

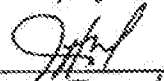
JACAM CHEMICAL COMPANY, INC., a Kansas corporation

By:   
Name: James H. West  
Title: President

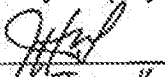
JACAM CHEMICAL COMPANY, LLC, a Delaware limited liability company

By:   
Name: James H. West  
Title: COO

JACAM CHEMICALS, LLC, a Kansas limited liability company

By:   
Name: James H. West  
Title: President

JACAM MANUFACTURING, LLC, a Kansas limited liability company

By:   
Name: James H. West  
Title: President

"Assignee"

JACAM CHEMICAL COMPANY 2013, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



IN WITNESS WHEREOF, the undersigned have signed this Intellectual Property Assignment as of the date previously set forth.

"Assignors"

JACAM CHEMICAL COMPANY, INC., a Kansas corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

JACAM CHEMICAL COMPANY, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

JACAM CHEMICALS, LLC, a Kansas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

JACAM MANUFACTURING, LLC, a Kansas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

"Assignee"

JACAM CHEMICAL COMPANY 2013, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: Craig Niebauer  
Title: Manager

Schedule 3

**Trademarks**

Federal

<u>Date Issued/Filed</u>	<u>Registration #</u>	<u>Docket #</u>	<u>Trademark</u>
3/10/09	3,587,655	37,784	SMART FLUID
12/10/12 (Filed)	Pending	44,656	JACAM
12/10/12 (Filed)	Pending	44,657	JC and Design

Common Law

N/A