

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Weatherford/Lamb, Inc.		02/26/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Johnson Screens, Inc.		
Street Address:	1950 Old Hwy 8 NW		
City:	New Brighton		
State/Country:	MINNESOTA		
Postal Code:	55112		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0909409	NU-WELL	
CORRESPONDENCE DATA			
Fax Number:	7138365059		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	713-836-6149		
Email:	KaTrina.Baker@Weatherford.com		
Correspondent Name:	KaTrina Baker		
Address Line 1:	2000 St. James Place		
Address Line 2:	Intellectual Property Group		
Address Line 4:	Houston, TEXAS 77056		
ATTORNEY DOCKET NUMBER:	NU-WELL USA 909409		
NAME OF SUBMITTER:	KaTrina Baker		
Signature:	/KaTrina Baker/		

CH \$40.00 0909409

Date:

06/28/2013

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Assignment Agreement dated as of February 26, 2013 (this "Agreement"), is entered into by and between Weatherford/Lamb, Inc., a Delaware corporation (the "Assignor"), and Johnson Screens, Inc., a Delaware corporation (the "Assignee"). Capitalized terms used in this Agreement but not otherwise defined herein shall have the meanings ascribed to such terms in that certain share purchase agreement (the "Purchase Agreement") dated January 17, 2013, as amended, between Weatherford International Ltd., a Bermuda exempted company ("Seller"), and Passavant-Geiger GmbH (now known as Bilfinger Passavant Water Technologies GmbH), a German company with limited liability (the "Buyer").

RECITALS

A. Pursuant to Section 5.13 of the Purchase Agreement, the Seller, an indirect parent company of the Assignor, has agreed to assign or cause one or more of its Affiliates (which include the Assignor) to assign certain intellectual property rights to the Assignee.

B. In furtherance of the terms and conditions of the Purchase Agreement, Assignor has agreed to sell, transfer and assign to Assignee and Assignee has agreed to purchase, assume and accept from Assignor, the intellectual property contemplated to be transferred in Section 5.13 of the Purchase Agreement, including the intellectual property listed in Schedule A to this Agreement (the "Transferred Intellectual Property"), pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, as described in the Purchase Agreement, the Assignor and Assignee agree as follows:

AGREEMENT

Section 1 – Assignment and Transfer.

Effective as of the First Closing (including South African Trademark Registrations Nos. B73/6638 and B73/6639 both for the mark "Johnson," but excluding any other South African Transferred Intellectual Property which shall be effective as of the Second Closing):

1.1 Assignor hereby sells, transfers and assigns to Assignee, and Assignee hereby purchases, assumes and accepts from Assignor, all of Assignor's rights, title and interests in the Transferred Intellectual Property, including all goodwill associated therewith.

1.2 Assignor assigns to Assignee, and Assignee accepts and assumes, all income, royalties, damages and payments now or hereafter due or payable relating to the Transferred Intellectual Property.

1.3 Assignor assigns to Assignee, and Assignee accepts and assumes, all of Assignor's rights, title and interest to assert any cause of action for past and future infringement of the Transferred Intellectual Property, together with the right sue for and collect the income, royalties, damages and payments for the same.

1.4 Assignor agrees that the written assignment by Assignor to Assignee of all of the Assignor's rights and interests in the Transferred Intellectual Property pursuant to this Agreement is unconditional and irrevocable, so long as the First Closing or Second Closing, as applicable, occurs pursuant to the terms of the Purchase Agreement.

Section 2 – Miscellaneous Provisions

2.1 Further Assurances. The parties hereto agree to reasonably cooperate with each other and their respective representatives in connection with the implementation and performance of this Agreement. The parties hereto agree to execute and deliver to each other such other documents and do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement.

2.2 Recordals. Assignor shall, at its own cost and expense, perfect recordal of this Agreement as well as any prior intellectual property assignment agreement(s) with the corresponding government patent and/or trademark office in each corresponding jurisdiction reflected in Schedule A so as to accurately reflect the chain of title for the Transferred Intellectual Property in the records of such government patent and/or trademark office in each corresponding jurisdiction reflected in Schedule A from the registered owner to Assignee. Assignor agrees to use commercially reasonable efforts to file and prosecute such recordals. Assignee agrees that Assignor shall have a reasonable time to effect these recordals, and Assignor shall maintain recordal documents for Assignee's recordkeeping purposes.

2.3 Notices. All notices, consents, waivers and other communications under this Agreement must be in writing sent to the address specified in writing by the other party thereto and, if to Assignee on or after the First Closing, must be delivered to the Buyer in accordance with Section 11.1 of the Purchase Agreement, and if to Assignor on or after the First Closing, must be delivered to the "Seller" in accordance with Section 11.1 of the Purchase Agreement.

2.4 Governing Law and Jurisdiction. This Agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed according to the provisions of Article XI of the Purchase Agreement.

2.5 Severability. The invalidity or unenforceability of any term or provision of this Agreement in any situation or jurisdiction shall not affect the validity or enforceability of the other terms or provisions of this Agreement or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction and the remaining terms and provisions shall remain in full force and effect, unless doing so would result in an interpretation of this Agreement that is manifestly unjust.


2.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but any of which shall constitute one and the same instrument.

2.7 Amendments. This Agreement may be amended, modified or supplemented at any time by the parties to this Agreement, only under an instrument in writing signed by the Assignor and the Assignee.


(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, this Agreement has been entered into as of the date first set forth above.

WEATHERFORD/LAMB, INC. (a Delaware corporation)

By: 
Name: John H. Briscoe
Title: Senior Vice President and Chief Financial Officer

JOHNSON SCREENS, INC. (a Delaware corporation)

By: 
Name: John H. Briscoe
Title: Senior Vice President and Chief Financial Officer

WEATHERFORD/LAMB, INC. - TRADEMARKS

Type	Reg #	Reg. Dt.	TM Name	Country	Clas	File Dt.	Status	Regis. Own	Owner / Licensee
TM	8428	5/2/1969	Johnson{R}	OAPI	Int 7, 11, 21	5/2/1969	REGISTER ED	United States Filter Corporation	Weatherford/Lamb, Inc.
TM	909409	3/9/1971	Nu-Well{R} pelletized chemicals	USA	Int 1	3/24/196	REGISTER ED	United States Filter Corporation	Weatherford/Lamb, Inc.
TM	310086	1/3/1986	Super-Weld HT{R} metal well screens	CANADA	Int 6	11/9/198	REGISTER ED	United States Filter Corporation	Weatherford/Lamb, Inc.
TM	302699	5/10/198	Super-Weld{R} slip-on well screen	CANADA	Int 6	11/9/198	REGISTER ED	United States Filter Corporation	Weatherford/Lamb, Inc.
TM	152975	5/15/199	Vee-Wire{R} filter nozzles	IRELAND	Int 6	5/15/199	REGISTER ED	United States Filter Corporation	Weatherford/Lamb, Inc.
TM	143968	5/15/199	Vee-Wire{R} filter nozzles	IRELAND	Int 11	5/15/199	REGISTER ED	United States Filter Corporation	Weatherford/Lamb, Inc.
TM	81082315	8/12/198	Johnson{R}	UNITED KINGDOM	Int 7	8/12/197	REGISTER ED	IP Holding Corporation	Weatherford/Lamb, Inc.
TM	81083204	3/9/1979	Revert{R} chemical additives	UNITED KINGDOM	Int 1	9/5/1977	REGISTER ED	IP Holding Corporation	Weatherford/Lamb, Inc.
TM	1462456	9/2/1994	Vee-Wire{R} filter nozzles	UNITED KINGDOM	Int 6	4/25/199	REGISTER ED	IP Holding Corporation	Weatherford/Lamb, Inc.

TRADEMARK