

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
Cameron Inc.		06/17/2013	CORPORATION: LOUISIANA
RECEIVING PARTY DATA			
Name:	Versatech Automation Services, LLC		
Street Address:	11349 FM 529 Rd.		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77041		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2062483	SCADAWARE	
CORRESPONDENCE DATA			
Fax Number:	2252483320		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	504-582-8115		
Email:	lphillips@joneswalker.com		
Correspondent Name:	Courtney E. Halwig		
Address Line 1:	201 St. Charles Avenue		
Address Line 4:	New Orleans, LOUISIANA 70170		
ATTORNEY DOCKET NUMBER:	136289-00		
NAME OF SUBMITTER:	Courtney E. Halwig		
Signature:	/courtney e. halwig/		
Date:	07/24/2013		

CH \$40.00 2062483

Total Attachments: 6

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ASSIGNMENT OF REGISTERED INTELLECTUAL PROPERTY

This Assignment of Registered Intellectual Property (this "Agreement"), dated as of June 17, 2013 (the "Effective Date"), is entered into by and between CAMERON INC., a Louisiana corporation (previously known as Total Engineering Services Team, Inc. and Test, Inc.) ("Assignor"), and VERSATECH AUTOMATION SERVICES, LLC, a Texas limited liability company ("Assignee").

RECITALS:

A. Assignor and Assignee have entered into a Stock and Asset Purchase Agreement (the "Purchase Agreement") dated as of June 7, 2013, whereby the Assignor agreed to sell, convey, transfer and assign to Assignee all of its rights, title and interest, in and to, the Purchased Assets, as defined and identified in such Purchase Agreement.

B. Pursuant to the Purchase Agreement, Assignee desires that Assignor assign all of Assignor's right, title and interest in and to certain registered Intellectual Property (as defined in the Purchase Agreement) to Assignee, and Assignor desires to assign such right, title and interest in and to the registered Intellectual Property to Assignee on the terms and conditions of the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

2. Assignment. Effective as of the Effective Date, Assignor hereby assigns and transfers to Assignee all right, title and interest in and to the registered Intellectual Property, including, without limitation, (a) the registrations for the trademarks and service marks in the U.S. Patent and Trademark Office listed in Exhibit "A", attached hereto and made a part hereof, and any renewals and extensions of the registrations, (b) the inactive Louisiana state registrations for the trademarks and service marks listed in Exhibit "B", (c) all common law rights and goodwill associated with the registered Intellectual Property, (d) all income, royalties and payments now or hereafter due or payable with respect to the registered Intellectual Property, and (e) the right to any causes of action, in law or in equity, for past, present or future infringement of the registered Intellectual Property.

3. Purchase Agreement. The terms of the Purchase Agreement, including, without limitation, the representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property, are incorporated herein by this reference. Assignee and Assignor acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the extent provided therein. In the event of any conflict or inconsistency between the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

4. Further Actions. Assignee may record this Agreement in the U.S. Patent and Trademark Office and with any other governmental authorities, and each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignment and assumption contemplated by this Agreement.

5. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of each of Assignor and Assignee and their respective successors and assigns.

6. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to any conflicts of laws principles.


7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original (including facsimile signatures) and all of which shall together constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first written above.

ASSIGNOR:

CAMERON INC.

By: 
Name: Charles Sledge
Title: SR VP Finance + CFO

ASSIGNEE:

**VERSATECH AUTOMATION SERVICES,
LLC**

By: _____
Name: David Volz
Title: President

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first written above.

ASSIGNOR:

CAMERON INC.

By: _____
Name:
Title:

ASSIGNEE:

**VERSATECH AUTOMATION SERVICES,
LLC**

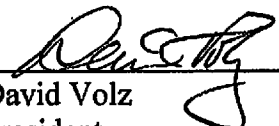
By:  _____
Name: David Volz
Title: President

EXHIBIT "A"
FEDERAL TRADEMARK REGISTRATIONS

Mark: SCADAWARE (Typed Drawing)
Registration No.: Federal Registration No. 2062483
Registration Date: May 20, 1997
Class: 9
Goods and Services: Computer based control systems
Status: Active

EXHIBIT "B"
STATE TRADEMARK REGISTRATIONS

Mark: TEST (Service Mark)
State: Louisiana
Book No.: 37-0218
Registration Date: February 13, 1979
Type of Business: Used in all forms of advertisement, stationery, supplies, etc. of applicant
Class: N/A
Status: Inactive

Mark: TEST (Service Mark)
State: Louisiana
Book No.: 37-0217
Registration Date: February 12, 1979
Type of Business: Used in all forms of advertisement, stationery, supplies, etc. of applicant
Class: N/A
Status: Inactive

Mark: TEST (Service Mark)
State: Louisiana
Book No.: 37-0219
Registration Date: February 12, 1979
Type of Business: Used in all forms of advertisement, stationery, supplies, etc. of applicant
Class: N/A
Status: Inactive

Mark: TEST in black or blue preceded by a semi-solid black or blue circle containing a white checkmark, sometimes with a border, the letters (Service Mark)
State: Louisiana
Book No.: 48-0847
Registration Date: May 29, 1990
Type of Business: Instrumentation and technical services
Class: 42 Miscellaneous
Status: Inactive

Mark: NUTECH CONTROLS (Trademark)
State: Louisiana
Book No.: 41-2566
Registration Date: December 13, 1983
Type of Business: Pneumatic control devices
Class: 06 Metal Goods
Status: Inactive