

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Iron Derrickman Ltd.
Suite 108
4441 76th Avenue SE
Calgary T2C2G8 Canada

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Canada

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 04/01/2009

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Weatherford Canada Partnership

Street Address: 333 - 5th Avenue S.W., Suite 1200

City: Calgary, Alberta T2P 3B6

State: _____

Country: CANADA

Zip: _____

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship Canada
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

See attached

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

3375085

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Iron Derrickman(R) 3375085

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Weatherford Canada Partnership

Internal Address: Intellectual Property Group

Street Address: 2000 St. James Place

City: Houston

State: Texas

Zip: 77056

Phone Number: 713-636-6149

Docket Number: _____

Email Address: KaTrina.Baker@Weatherford.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 500916

Authorized User Name KaTrina Baker

9. Signature:

KaTrina Baker
Signature

KaTrina Baker

Name of Person Signing

11-04-2013
Date

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

CH \$40.00 500916 337508

Weatherford Canada Partnership
Citizenship – Canada
Partnership

Registered address:
2900 Manulife Place
10180 – 101 Street
Edmonton, Alberta T5J 3V5
Canada

Principal address:
333 – 5th Avenue S.W., Suite 1200
Calgary, Alberta T2P 3B6
Canada

Partners:

Weatherford Canada Ltd., Alberta, Canada, corporation
Precision Energy Services ULC, an Alberta, Canada, unlimited liability corporation
Weatherford Artificial Life Systems Canada Ltd., Alberta, Canada, corporation

Step 3(c)

**GENERAL CONVEYANCE AND ASSUMPTION AGREEMENT -
IRON DERRICKMAN - CDN ASSETS**

This General Conveyance and Assumption Agreement (this "Agreement") is dated as of the 1st day of April, 2009 by and between Iron Derrickman Ltd., a corporation having its registered office in Edmonton, Alberta (the "Vendor") and Weatherford Canada Partnership, a general partnership having its registered office in Edmonton, Alberta (the "Purchaser").

WHEREAS the Vendor and the Purchaser have executed, or are about to execute, an asset purchase agreement (the "Purchase Agreement") dated as of April 1, 2009 whereby the Vendor agreed to sell and transfer to the Purchaser title to the property and assets defined as the "Purchased Assets" in the Purchase Agreement including, without limitation, those assets described in Schedule "A" hereto and whereby the Purchaser agreed to assume all of the liabilities defined as the "Assumed Liabilities" in the Purchase Agreement including, without limitation, those liabilities described in Schedule "B" hereto as of the Effective Time (as defined in the Purchase Agreement);

NOW THEREFORE for good and valuable consideration, the receipt of which is hereby acknowledged by the Vendor, the Vendor and the Purchaser hereby covenant and agree as follows:

ARTICLE 1 - TRANSFER OF PURCHASED ASSETS

1.1 The Vendor hereby bargains, sells, assigns and transfers to the Purchaser, effective 12:02 a.m. (Mountain Daylight Time) on the 1st day of April, 2009 (the "Effective Time"), title to the Purchased Assets and all of the Vendor's right, title and interest in the Purchased Assets.

ARTICLE 2 - ASSUMPTION OF ASSUMED LIABILITIES

2.1 The Purchaser hereby covenants and agrees with the Vendor that the Purchaser shall assume, perform and observe the Assumed Liabilities from and after the Effective Time and that the Purchaser shall indemnify and hold harmless the Vendor with respect to any liabilities, damages or costs incurred by the Vendor by reason of the Purchaser's failure to perform and observe the Assumed Liabilities. The Purchaser's covenant and agreement set out in this section 2.1 shall survive the closing of the purchase of the Purchased Assets.

ARTICLE 3 - EFFECT OF AGREEMENT

3.1 The Vendor and the Purchaser hereby acknowledge and agree that this Agreement is intended to merely evidence the sale, assignment and transfer of title to the Purchased Assets to the Vendor and the assumption of the Assumed Liabilities by the Purchaser and that:

a) this Agreement is not intended to restrict the generality of the definitions "Purchased Assets" and "Assumed Liabilities" used in the Purchase Agreement;

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- b) this Agreement is not intended to supersede the Purchase Agreement; and
- c) this Agreement is intended to be read subject to the Purchase Agreement including, without limitation, sections 11.4 and 11.5 of the Purchase Agreement.

ARTICLE 4 - MISCELLANEOUS PROVISIONS

4.1 The Vendor shall, on the reasonable request of the Purchaser and at the cost of the Purchaser, execute all such further deeds and documents and do all such further acts as may be reasonably required by the Purchaser in order to carry out the true intent and meaning of this Agreement.

4.2 This Agreement shall enure to the benefit of and be binding upon the Vendor and the Purchaser and their respective successors, administrators and assigns.

4.3 This Agreement shall be governed by the laws of the Province of Alberta.

4.4 No term or provision of this Agreement may be amended except by an instrument in writing signed by the Vendor and the Purchaser.

4.5 This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and shall have the same force and effect as an original but such counterparts together shall constitute but one and the same document.

4.6 A fax copy or a pdf copy of an executed copy of this Agreement shall have the same force and effect as an originally executed copy of this Agreement.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.

ARTICLE 5 - EXECUTION

5.1 This Agreement has been executed by the Vendor and the Purchaser and is effective as of the Effective Time.

IRON DERRICKMAN LTD.

Per:


Burt M. Martin

**WEATHERFORD CANADA PARTNERSHIP,
by one of its partners, WEATHERFORD
CANADA LTD.**

Per:


Burt M. Martin

**SCHEDULE "A" TO GENERAL CONVEYANCE AND
ASSUMPTION AGREEMENT**

Description of Specific Portion of Purchased Assets

1. Accounts Receivable

The accounts receivable of the Vendor as at the Effective Time including, without limitation, the accounts receivable described in the attached list, if any, but excluding any items which are described in such list and which are not held by the Vendor as at the Effective Time.

2. Contracts

The contracts of the Vendor as at the Effective Time including, without limitation, the contracts described in the attached list, if any, but excluding any items which are described in such list and which are not held by the Vendor as at the Effective Time.

3. Equipment

The equipment of the Vendor as at the Effective Time including, without limitation, the equipment described in the attached list, if any, but excluding any items which are described in such list and which are not held by the Vendor as at the Effective Time.

4. Intellectual Property

The intellectual property of the Vendor as at the Effective Time including, without limitation, the intellectual property described in the attached list, if any, but excluding any items which are described in such list and which are not held by the Vendor as at the Effective Time.

5. Inventory

The inventory of the Vendor as at the Effective Time including, without limitation, the inventory described in the attached list, if any, but excluding any items which are described in such list and which are not held by the Vendor as at the Effective Time.

6. Motor Vehicles

The motor vehicles of the Vendor as at the Effective Time including, without limitation, the motor vehicles described in the attached list, if any, but excluding any items which are described in such list and which are not held by the Vendor as at the Effective Time.

7. Motor Vehicle Leases

The motor vehicle leases of the Vendor as at the Effective Time including, without limitation, the motor vehicle leases described in the attached list, if any, but excluding any items which are described in such list and which are not held by the Vendor as at the Effective Time.

8. Prepaid Expenses

The prepaid expenses of the Vendor as at the Effective Time including, without limitation, the prepaid expenses described in the attached list, if any, but excluding any items which are described in such list and which are not held by the Vendor as at the Effective Time.

9. Real Property Lease

The lease agreement dated as of December 2, 2005 made between 2748355 Canada Inc, as landlord, and the Vendor, as tenant, with respect to the premises municipally described as Bays 10 and 30, 5000 - 64th Avenue SE, Calgary, Alberta together with any amendments to or replacements of such lease agreement.

10. Real Property Leasehold Improvements

The leasehold improvements of the Vendor as of the Effective Time located on the premises described in the Real Property Lease.

11. Work in Progress

The work in progress of the Vendor as at the Effective Time including, without limitation, the work in progress described in the attached list, if any, but excluding any items which are described in such list and which are not held by the Vendor as at the Effective Time.

12. Miscellaneous Assets

The miscellaneous assets of the Vendor as at the Effective Time including, without limitation, the miscellaneous assets described in the attached list, if any, but excluding any items which are described in such list and which are not held by the Vendor as at the Effective Time.

Iron
Derrickman

DISCLOSURE SCHEDULE SECTION 2.5
INTELLECTUAL PROPERTY
PATENTS - TRADEMARKS - SOFTWARE

PATENTS

US 10/997930 filed 11/29/04 issued 02/19/08 7331746
Apparatus for Handling and Racking Pipes

US 11/785446 filed 04/18/07 published 08/23/07 2007-0193750
Apparatus for Handling and Racking Pipes

US 12/285305 filed 10/01/08
Vertical Offline Stand Building and Manipulating System

US 12/318465 filed 12/30/08
Horizontal Offline Stand Building System

CA 2488843 filed 11/29/04
Apparatus for Handling and Racking Pipes

CA 2640111 filed 10/01/08
Vertical Offline Stand Building and Manipulating System

CA 2648400 filed 12/30/08
Horizontal Offline Stand Building System

TRADEMARKS

Iron Derrickman® registered 01/29/08 US 3375085

Iron Derrickman® registered 04/02/07 CA 685310

LICENSED SOFTWARE

Microsoft 2003 and 2007

Solidworks

Autocad

Proficy-GE Fanuc Logic Developer PLC Standard

Proficy-GE Fanuc Machine Edition

Dreamweaver Macromedia

Licensing opportunity- Double Catwalk - Saxon - agreement not yet executed

EXCEPTIONS

Other than Oxpro Consulting and Hydraulic Analysis Ltd. no employees have signed
Confidentiality agreements.

No other exceptions to be disclosed

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