

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310845

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/01/2014

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cameron International Corporation		06/01/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GE Oil & Gas Compression Systems, LLC
Street Address:	4425 Westway Park Blvd, Westway III
City:	Houston
State/Country:	TEXAS
Postal Code:	77041-2001
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	0581332	AJAX
Registration Number:	2234664	CB
Registration Number:	0986853	COOPER BESSEMER
Registration Number:	2166776	COOPER BESSEMER EST. 1833
Registration Number:	0417731	ENTERPRISE
Registration Number:	3645258	SUPERIOR
Registration Number:	0683225	AJAX

CORRESPONDENCE DATA

Fax Number: 2033732181

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 203-373-3154

Email: trademark@corporate.ge.com

Correspondent Name: Cindy M. Zelson

Address Line 1: 3135 Easton Turnpike

Address Line 2: General Electric Company - CTO

Address Line 4: Fairfield, CONNECTICUT 06828

ATTORNEY DOCKET NUMBER: P. T. ASSIGNMENT

NAME OF SUBMITTER:	Cindy M. Zelson
SIGNATURE:	/Cindy M. Zelson/
DATE SIGNED:	07/16/2014
Total Attachments: 7 source=Trademark Assignment for GE Oil & Gas#page1.tif source=Trademark Assignment for GE Oil & Gas#page2.tif source=Trademark Assignment for GE Oil & Gas#page3.tif source=Trademark Assignment for GE Oil & Gas#page4.tif source=Trademark Assignment for GE Oil & Gas#page5.tif source=Trademark Assignment for GE Oil & Gas#page6.tif source=Trademark Assignment for GE Oil & Gas#page7.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into this 1st day of June, 2014 by and between **Cameron International Corporation**, a Delaware corporation ("Assignor") and **GE Oil & Gas Compression Systems, LLC**, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and GE Oil & Gas, Inc. ("Purchaser") have entered into an Acquisition Agreement for the sale and purchase of certain assets (the "Acquisition Agreement");

WHEREAS, Assignee is an affiliate of Purchaser;

WHEREAS, Assignor is the owner of the marks and the U.S. trademark registrations and U.S. trademark applications identified in Schedule A and the marks and the foreign trademark registrations and applications identified in Schedule B, attached hereto (collectively, the "Trademarks");

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Trademarks and the goodwill of the business with which the Trademarks are used and that is symbolized by the Trademarks, and Assignor desires to assign its rights in the Trademarks and such goodwill to Assignee, to the extent that such rights and goodwill exist.

WHEREAS, the execution and delivery of this Trademark Assignment is a condition to closing of the sale and purchase of the certain assets under the Acquisition Agreement.

NOW, THEREFORE, for the consideration stated in the Acquisition Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns to Assignee (i) all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business with which the Trademarks are used and that is symbolized by the Trademarks, to the extent that such rights and goodwill exist, (ii) any and all legal actions and rights and remedies at law or in equity for past, present and future infringements, misappropriations, or other violations of the Trademarks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith, and (iii) any and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademarks and all causes of action (either in law or in equity) relating thereto, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives as fully and entirely as the same would have been enjoyed by Assignor if this Trademark Assignment has not been made (together, the "Assigned Rights").

2. Assignor hereby covenants that Assignor shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to perfect the interest

of Assignee in and to the Assigned Rights, and shall not enter into any agreement in conflict with this Trademark Assignment.

3. This Trademark Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Assignment by electronic mail or facsimile shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

4. No provision of this Trademark Assignment may be amended or modified except by a written instrument signed by the parties hereto.

5. This Trademark Assignment shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas without regard to choice of law principles. In the event of any dispute or disagreement between Assignee and Assignor arising out of or in connection with the interpretation or enforcement of the provisions of this Trademark Assignment, Assignee and Assignor hereby (i) irrevocably submit to the jurisdiction of the courts of the State of Texas and the Federal courts of the United States of America located in Harris County, Texas; and (ii) waive, and agree not to assert, as a defense that it is not subject to personal jurisdiction in said courts or that the venue thereof may not be appropriate or that this Trademark Assignment may not be interpreted by or enforced in or by said courts.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed as of the date first written above by its duly authorized officer.

ASSIGNOR

By: _____

Name: _____

Title: _____

ASSIGNEE

By: Michael B. Hord

Name: Michael Hord

Title: Vice President

Signature Page to the Instrument of Assignment – Trademarks

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed as of the date first written above by its duly authorized officer.

ASSIGNOR

By: 

Name: William C. Lemmer

Title: Senior Vice President and General Counsel

ASSIGNEE

By: _____

Name: _____

Title: _____

Signature Page to the Instrument of Assignment – Trademarks

SCHEDULE A

U.S. Trademarks

Docket No.	Mark	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date
017233	AJAX	USA	Registered	71/640318	01/05/1953	581332	10/20/2013
017329	AJAX	USA	Inactive	64037	12/11/1958	683225	08/11/1959
030034	CB & DESIGN (CB IN A CIRCLE)	USA	Registered	75/118241	06/13/1996	2234664	03/23/1999
017726	COOPER BESSEMER [COOPER- BESSEMER]	USA	Registered	72412294	01/10/1972	0986853	06/25/1994
030009	COOPER- BESSEMER & DESIGN (FLYING HORSEHEADS)	USA	Registered	75/059247	02/16/1996	2166776	06/23/1998
015750	ENTERPRISE	USA	Registered	71482275	04/18/1945	417731	11/13/1945
030941	SUPERIOR	USA	Registered	76/637404	04/29/2005	3645258	06/30/2009
017178	COOPER- BESSEMER AND DESIGN	COLO (state)	Registered			52744	11/26/1997

SCHEDULE B

Foreign Trademarks

Docket No.	Mark	Country	Status	Appl. No.	Appl. Date	Reg. No	Reg. Date
015321	AJAX	CHIN	Registered	98005499	07/02/1998	321353	08/20/1988
014558	AJAX	CHIN	Registered	98005500	07/02/1998	316432	06/20/1988
016895	AJAX	MEXI	Registered	194715	12/11/1981	277706	08/06/1982
014275	AJAX	INDO	Registered	7837/84	08/21/1984	214459	02/07/1987
016799	CB & DEVICE	INTL	Registered			229038	02/27/1980
016961	COOPER BESSEMER [COOPER- BESSEMER]	BOLI	Registered	A-54881	06/24/1975	C-31239	11/14/1995
016184	COOPER- BESSEMER AND DESIGN	ARGE	Registered	1785974	01/04/1991	2633895	04/30/1993
016356	COOPER- BESSEMER AND DESIGN	MEXI	Registered	92454	04/19/1960	100993	10/31/1960
016485	COOPER- BESSEMER AND DESIGN	CANA	Registered	256736	05/03/1960	126461	05/11/1992
031081	COOPER- BESSEMER AND DESIGN	CANA	Registered	1347957	05/11/2007	TMA7764 99	09/08/2010
030906	COOPER- BESSEMER AND DESIGN	MEXI	Registered	706024	03/08/2005	883240	05/26/2005
030540	COOPER- BESSEMER AND DESIGN	CHIL	Registered	590960	12/05/2002	666846	06/09/2003
021893	COOPER- BESSEMER AND DESIGN	RUSS	Registered	82254	01/03/1978	62922	11/28/1978
030275	COOPER- BESSEMER AND DESIGN	BENE	Registered	942059	07/14/1999	657938	07/14/1999
016971	COOPER- BESSEMER AND DESIGN	PAKI	Registered	32723	05/23/1960	32723	05/23/1997
017013	COOPER- BESSEMER AND DESIGN	PERU	Registered	NA	03/26/1960	34651	07/09/1960

016875	COOPER-BESSEMER AND DESIGN	CHIL	Registered	215563	07/28/1992	397063	11/25/1992
017223	COOPER-BESSEMER AND DESIGN	NORW	Registered	69297	03/14/1960	57624	06/08/1961
017466	COOPER-BESSEMER AND DESIGN	GBRI	Registered	803783	12/28/1959	803783	04/01/1963
017467	COOPER-BESSEMER AND DESIGN	GBRI	Registered	803784	12/28/1959	803784	04/01/1963
016030	COOPER-BESSEMER AND DESIGN	ASTL	Registered	159726	05/03/1960	A159726	05/03/1995
016496	COOPER-BESSEMER AND DESIGN	FRAN	Registered	734430	03/05/1985	1301322	03/05/1985
016597	COOPER-BESSEMER AND DESIGN	ITAL	Registered	NA	04/07/1960	908312	04/07/1980
016868	SUPERIOR	CANA	Registered	404799	11/30/1976	262261	09/11/1981
017361	SUPERIOR	BENE	Registered	16063	10/25/1971	71556	10/25/1971
016874	SUPERIOR	PERU	Registered	157928	12/27/1989	26569	05/18/1990
017056	SUPERIOR	BOLI	Registered	A-42002	10/09/1979	C-38295	11/26/1980
017057	SUPERIOR	BOLI	Registered	A-42001	10/09/1979	C-38296	11/26/1980
015061	SUPERIOR	ECUA	Registered	365	02/28/1980	1280	10/03/1990
015062	SUPERIOR	EGYP	Registered	40865	11/24/1963	40865	01/24/1965
016238	SUPERIOR	FRAN	Registered	962102	10/19/1988	1494642	10/19/1998
016455	SUPERIOR	MEXI	Registered	113118	12/09/1963	119434	10/02/1964
016709	SUPERIOR	ITAL	Registered	TO2003C00 2204	06/23/1983	421750	05/12/1986
017147	SUPERIOR	VENE	Registered			48987	02/10/1965