

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321095

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Weatherford/Lamb, Inc.		09/02/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Baker Hughes Incorporated		
Street Address:	2929 Allen Parkway, Suite 2100		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77019-2118		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	85870517	ACCUMARK	
Registration Number:	4052996	DELIVERING QUALITY UNDER PRESSURE	
Registration Number:	4052999	DENIZEN	
Serial Number:	86036047	FLORO DYE 649	
Registration Number:	4145332	I-VIEW	
Registration Number:	4135646	MULTICAL	
Registration Number:	4022610	SIROCCO	
Registration Number:	4052698	THE NEW GENERATION SERVICE COMPANY	
CORRESPONDENCE DATA			
Fax Number:	2812765787		
<i>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.</i>			
Phone:	2812765770		
Email:	penny.pfeffer@bakerhughes.com		
Correspondent Name:	Penny A. Pfeffer-Baker Hughes		
Address Line 1:	12645 West Airport Blvd.		
Address Line 4:	Sugar Land, TEXAS 77478		
ATTORNEY DOCKET NUMBER:	PPS3-58791		
NAME OF SUBMITTER:	Penny A. Pfeffer		
SIGNATURE:	//Penny Pfeffer//		

CH \$215.00 85870517

DATE SIGNED:	10/24/2014
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Total Attachments: 6

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TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into as of September 2, 2014 to be effective as of September 1, 2014 (the “Effective Date”) by and between Weatherford/Lamb, Inc., a Delaware corporation, having a place of business at Houston, Texas (“Assignor”) and Baker Hughes Incorporated, a Delaware corporation, having a place of business at Houston, Texas (“Assignee”).

WHEREAS, Weatherford International Ltd. (“Seller”) and Baker Hughes Pipeline Management Group, Inc. have entered into a Purchase Agreement for the purchase of Shares and Assets (the “Purchase Agreement”). Capitalized terms used herein but not defined otherwise shall have the meaning ascribed to such terms in the Purchase Agreement;

WHEREAS, Assignor is an Affiliate of Seller;

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

WHEREAS, Assignee desires to purchase 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.

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

1. Effective as of the Effective Date, 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 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, 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 Assignment has not been made (together, the “Assigned Rights”).

2. Except as expressly provided in the Purchase Agreement, Assignor makes no warranties, express or implied, with respect to any and all of the Assigned Rights, including but not limited to the Trademarks.

3. Notwithstanding anything to the contrary in this Trademark Assignment, Assignee and its successors and assigns shall take hereunder such right, title and interest in said Assigned Rights subject to any outstanding licenses, options to acquire licenses, or other rights existing in third parties prior to the Effective Date of this Trademark Assignment.

4. 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.

5. 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.

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

7. This Trademark Assignment shall be governed by and construed and interpreted in accordance with the Laws of the State of Texas irrespective of the choice of Laws principles of the State of Texas.

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: Krishna Shivram

Name: Krishna Shivram

Title: Executive Vice President and Chief Financial Officer

ASSIGNEE

By: _____

Name: _____

Title: _____

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: _____

Title: _____

ASSIGNEE

By:  _____

Name: David E. Emerson

Title: VP

Signature Page to the Instrument of Assignment -- Trademarks

SCHEDULE A**U.S. TRADEMARKS**

Mark	App. No.	Filing Date	Reg. No.	Registration Date
AccuMark (pipeline inspection tool)	85870517	Mar 8, 2013		
Delivering Quality Under Pressure (pipeline service)	85294030	Apr 13, 2011	4052996	Nov 8, 2011
Denizen (II subsea flooding unit)	85294052	Apr 13, 2011	4052999	Nov 8, 2011
Floro Dye 649 (Liquid Tracer Dye)	86036047	Aug 13, 2013		
I-View (software)	85294206	Apr 13, 2011	4145332	May 22, 2012
MultiCal (caliper tool)	85471590	Nov 14, 2011	4135646	May 1, 2012
Sirocco (air drying service)	85239841	Feb 11, 2011	4022610	Sep 6, 2011
The New Generation Service Company	85285180	Apr 4, 2011	4052698	Nov 8, 2011

SCHEDULE B

FOREIGN TRADEMARKS

NONE