

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336232

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sharewell Technologies, LLC		05/16/2014	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	GE Energy Oilfield Technology, Inc.		
Street Address:	4424 W Sam Houston Parkway N.		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77041		
Entity Type:	CORPORATION: LOUISIANA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3884527	ELECTRO TRAC	
Registration Number:	3510649	SHAREWELL	
Registration Number:	3510650	SHAREWELL	
CORRESPONDENCE DATA			
Fax Number:	2033733827		
<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:	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:	GRN 4544650		
NAME OF SUBMITTER:	Cindy M. Zelson		
SIGNATURE:	/Cindy M. Zelson/		
DATE SIGNED:	03/26/2015		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into this 16th day of May, 2014 by and between Sharewell Technologies, LLC, a Texas limited liability company, having a place of business at 12200 Sommermeyer St., Houston, Texas 77041 ("Assignor") and GE Energy Oilfield Technology, Inc., a Louisiana corporation, having a place of business at 4424 W Sam Houston Parkway N., Houston, TX 77041 ("Assignee").

WHEREAS, Sharewell Holdings LLC ("Company") and Assignee have entered into an Asset Purchase Agreement for the purchase of certain Assets (the "Acquisition Agreement"). Capitalized terms used herein but not defined otherwise shall have the meaning ascribed to such terms in the Acquisition Agreement;

WHEREAS, Assignor is an Affiliate of Company;

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.

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:

I. Effective upon the Closing, 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 Assignment had 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.

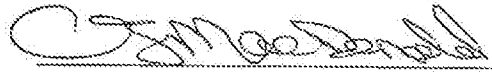
4. No provision of this Trademark Assignment may be amended or modified except by a written instrument signed by the parties hereto.

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

Sharewell Technologies, LLC

By: 

Name: C S MACDONALD

Title: CEO

ASSIGNEE

GE Energy Oilfield Technology, Inc.

By: _____

Name: _____

Title: _____

SIGNATURE PAGE TO THE
INSTRUMENT OF ASSIGNMENT – TRADEMARKS (SHAREWELL TECHNOLOGIES)

TRADEMARK
REEL: 005485 FRAME: 0714

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

Sharewell Technologies, LLC

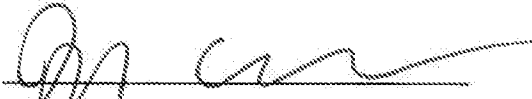
By: _____

Name: _____

Title: _____

ASSIGNEE

GE Energy Oilfield Technology, Inc.

By:  _____

Name: JOSHUA CHAMBERLAIN

Title: DRILLING MEASUREMENT
GENERAL MANAGER

**SIGNATURE PAGE TO THE
INSTRUMENT OF ASSIGNMENT – TRADEMARKS (SHAREWELL TECHNOLOGIES)**

**TRADEMARK
REEL: 005485 FRAME: 0715**

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Mark	Application No. or Registration No.	Status	Owner
USA	Electro-Trac	3884527	Granted	Sharewell Technologies LLC
USA	Sharewell	3510649	Granted	Sharewell Technologies LLC
USA	Sharewell & Design	3,510,650	Granted	Sharewell Technologies, LLC

SCHEDULE B

FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Mark	Application No. or Registration No.	Status	Owner
Canada	Electro-Trac	TMA849132	Granted	Sharewell Technologies LLC
Venezuela	Electro-Trac	9423-2010	Granted	Sharewell Technologies LLC