

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340447

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Schlumberger Canada Limited		03/13/2015	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Nova Metrix Ground Monitoring (Canada) Ltd.		
Street Address:	666 Burrard Street		
Internal Address:	Suite 1700, Park Place		
City:	Vancouver		
State/Country:	CANADA		
Postal Code:	V6C 2X8		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3980530	AQUACHEM	
Registration Number:	3904058	HYDRO GEOANALYST	
Registration Number:	3907366	VISUAL MODFLOW	
CORRESPONDENCE DATA			
Fax Number:			
<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:	617-963-8919		
Email:	rdonahoe@rdiplaw.com		
Correspondent Name:	Robert V. Donahoe		
Address Line 1:	One Broadway		
Address Line 2:	14th Floor		
Address Line 4:	Cambridge, MASSACHUSETTS 02142		
ATTORNEY DOCKET NUMBER:	N2037-4000		
NAME OF SUBMITTER:	Robert V. Donahoe		
SIGNATURE:	/Robert V. Donahoe/		
DATE SIGNED:	05/06/2015		
Total Attachments: 4			

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ASSIGNMENT OF TRADEMARKS

WHEREAS, Schlumberger Canada Limited ("Assignor"), is the owner of the trademarks and the associated applications and registrations identified in Schedule "A" attached hereto (the "Assigned Trademarks");

WHEREAS, Assignor and Nova Metrix Ground Monitoring (Canada) Ltd., whose registered office is at Suite 1700, Park Place, 666 Burrard Street, Vancouver, British Columbia, Canada, V6C 2X8 ("Assignee"), each executed an Asset Purchase Agreement, dated as of March 13, 2015, (the "Purchase Agreement"), providing for the sale of certain assets, including the Assigned Trademarks, from Assignor and certain of its affiliates to Assignee, and requiring that Assignor execute this Assignment;

WHEREAS, Assignee is desirous of acquiring all right, title and interest to the Assigned Trademarks and all of their associated goodwill;


NOW THEREFORE, for good and valuable consideration, including the execution of the Purchase Agreement by Assignor and Assignee, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor confirms the sale of the Assigned Trademarks pursuant to the terms and conditions of the Purchase Agreement, and hereby sells, assigns and transfers to Assignee, its assigns and successors, the entire right, title and interest in and to Assigned Trademarks, together with all of the goodwill attaching to the Assigned Trademarks, the same to be held and enjoyed by Assignee as fully and completely as the same could have been held and enjoyed by the Assignor if this assignment had not been made, including the assignment of the right to take action and recover for damages, profits and costs arising from any past, present and future infringements of the Assigned Trademarks, and the right to oppose any application to register a trademark which may be confusingly similar to one of the Assigned Trademarks.
2. Further Assurances. Assignor further agrees, from time to time, to make, do, and execute, or cause to be made, done, or executed all such further acts, deeds, assurances, or things that may reasonably be required to give effect to the foregoing provisions.

[SIGNATURE PAGES FOLLOW]

EXECUTED at Calgary, Alberta on this 13th day of March, 2015.

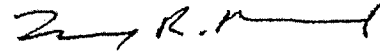
ASSIGNOR: SCHLUMBERGER CANADA LIMITED


Name: Mark O'Byrne

Title President

Before me, a notary public in and for the Province of Alberta, on this 13th day of March, 2015, personally appeared Mark O'Byrne who acknowledged to me that he/she is the President of Schlumberger Canada Limited, who executed the within Assignment on behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

Notary Public



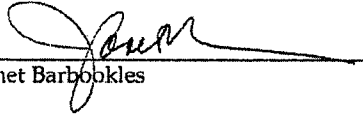
Kyle R. Rousay
Barrister & Solicitor

Assignment of Trademarks

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EXECUTED at Uoburn, Massachusetts, on this 13th day of March, 2015.

ASSIGNEE: NOVA METRIX GROUND MONITORING (CANADA) LTD.


Name: Janet Barbobkles

Title: President

SCHEDULE A

Trademark	Country	Filing Number	Registration Number	Current Status	Ownership
AQUACHEM	US	85/049062	3980530	Registered	Schlumberger Canada Limited
AQUACHEM	Canada	1482782	TMA865314	Registered	Schlumberger Canada Limited
HYDRO GEOANALYST	EU	009137423	009137423	Registered	Schlumberger Canada Limited
HYDRO GEOANALYST	Canada	1482781	TMA815548	Registered	Schlumberger Canada Limited
HYDRO GEOANALYST	US	85/049067	3904058	Registered	Schlumberger Canada Limited
VISUAL MODFLOW	Russia	2010722862	460330	Registered	Schlumberger Canada Limited
VISUAL MODFLOW	Canada	1482785	TMA819858	Registered	Schlumberger Canada Limited
VISUAL MODFLOW	US	85/049070	3907366	Registered	Schlumberger Canada Limited
VISUAL MODFLOW	EU	009137481	009137481	Registered	Schlumberger Canada Limited
VMOD FLEX	Canada	1555509		Pending	Schlumberger Canada Limited
Design of Circle	US	74-022910	1,653,499	Registered	Schlumberger Canada Limited
Design of Circle	Canada	0676306	TMA406794	Registered	Schlumberger Canada Limited
Mosdax	Canada	647549	TMA383265	Registered	Schlumberger Canada Limited
Mp System	Canada	676294	TMA404269	Registered	Schlumberger Canada Limited
Mp System	EU	1682848	1682848	Registered	Schlumberger Canada Limited
Well Designer	Canada	862387	TMA545985	Registered	Schlumberger Canada Limited
Westbay Design	Canada	676307	TMA398792	Registered	Schlumberger Canada Limited