

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344272

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HALLIBURTON ENERGY SERVICES, INC.		08/02/2001	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WEATHERFORD ARTIFICIAL LIFT SYSTEMS, INC.		
Street Address:	515 POST OAK BLVD.,		
Internal Address:	SUITE 600		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77027		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1150792	GUIBERSON	
Registration Number:	0969126	GUIBERSON	
CORRESPONDENCE DATA			
Fax Number:	7136582553		
<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:	7136581818		
Email:	esther.moron@chamberlainlaw.com		
Correspondent Name:	COLLIN A. ROSE/chamberlain hrdlicka		
Address Line 1:	1200 SMITH STREET, 14TH FLOOR		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	HES-WALS TM LICENSE		
NAME OF SUBMITTER:	ESther moron		
SIGNATURE:	/Esther Moron/		
DATE SIGNED:	06/11/2015		
Total Attachments: 7			
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TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (the "Agreement") is effective as of the 2nd day of August, 2001 (the "Effective Date") and is entered into by and between HALLIBURTON ENERGY SERVICES, INC. ("Licensor"), a Delaware corporation located at 4100 Clinton Drive, Houston, Texas 77020 and WEATHERFORD ARTIFICIAL LIFT SYSTEMS, INC. ("Licensee"), a Delaware corporation located at 515 Post Oak Blvd., Suite 600, Houston, Texas 77027.

WHEREAS, Licensor owns and uses the trademarks set forth in Exhibit A (referred to as the "Marks") directly and through its subsidiaries and licensees, in connection with its various products, services and technology; and

WHEREAS, Licensee is purchasing certain assets of Licensor pursuant to that certain Asset Purchase Agreement of even date hereof (the "APA") and Licensee wishes to use the Marks and continue to benefit from the goodwill associated with the Marks; and

WHEREAS, Licensor is willing to permit such use of the Marks under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1. GRANT OF LICENSE.

1.1 GRANT OF LICENSE. Licensor hereby grants to Licensee and its affiliates an exclusive, irrevocable, royalty-free worldwide license to use the Marks in Exhibit A except as limited in Section 1.2 hereof.

1.2 RESERVATION OF RIGHTS. Licensor hereby reserves the exclusive right only for itself to use the Marks for the specific products described in Exhibit B. Licensor agrees not to license to or permit the use of the Marks in Exhibit B by any third party without written consent of Licensee. The preceding sentence shall not apply to or prohibit Licensor from permitting the use of the Marks in Exhibit B by third party distributors of Licensor.

2. OWNERSHIP OF MARKS.

2.1 Licensor hereby warrants that Licensor is the owner of the Marks described herein and that Licensor has the full authority to grant Licensee and its affiliates the rights described herein.

2.2 Licensee agrees that nothing in this Agreement shall give Licensee any ownership right, title or interest in the Marks other than the right to use the Marks in accordance with this Agreement.

2.3 In the event Licensee desires to develop new trademarks, service marks, trade names, or Internet domain names which incorporate any of the Marks, all right, title and interest in such new marks shall reside solely with Licensee, and Licensor shall have no rights therein.

2.4 During the term of this Agreement Licensor shall maintain the Marks in full force in all countries where registrations exist. Licensee and/or its affiliates may file for new registrations for the Marks anywhere in the world, and all such new registrations shall be owned solely by Licensee, and Licensor shall have no rights of ownership or use therein.

3. USE OF THE MARKS; PROTECTION OF THE MARKS.

3.1 **PROPER USE.** Licensee agrees that all use of the Marks shall be in compliance with the terms of this Agreement and accepted trademark guidelines.

3.2 **QUALITY STANDARDS.** Licensee agrees that products bearing the Marks will be manufactured, sold and distributed in accordance with all applicable Federal, State and local laws and accepted industry standards. Licensee shall use the Marks in a manner consistent to preserve the goodwill associated with the Marks and to maintain the registrations thereof.

3.3 **MONITORING BY LICENSOR.** Licensee acknowledges that Licensor has no further obligations under this Agreement but that Licensor does have the right to periodically monitor Licensee's use of the Marks by providing Licensor with representative samples of such use of the Marks in press materials or marketing or advertising materials or used on goods.

4. CONFIDENTIAL INFORMATION AND DISCLOSURE.

Unless required by law, and except to assert its rights hereunder or for disclosures to its own employees, attorneys, or financial advisors on a "need to know" basis, both parties agree not to disclose the terms of this Agreement without the prior written consent of the other party which consent shall not be unreasonably withheld.

5. INDEMNIFICATION

5.1 **INDEMNIFICATION BY LICENSEE.** Licensee agrees to indemnify Licensor and to hold Licensor harmless from any and all liability, loss, damages, claims or causes of action, including reasonable legal fees and expenses that may be incurred by Licensor, arising out of Licensee's use of the Marks, except for liability, loss, damages, claims or causes of action arising out of third party claims that the Marks are owned by a third party and that Licensee's use of the Marks infringe that third party's trademark registrations or common law rights in the Marks. Licensor shall provide Licensee with prompt written notice of any claim for which indemnification is sought and cooperate fully with and allow Licensee to control the defense and settlement of such claim. Licensor shall not settle any such claim without Licensee's prior written consent, which shall not be unreasonably withheld. Licensor shall have the right, at its own expense, to participate in the defense of any such claim.

5.2 **INDEMNIFICATION BY LICENSOR.** Licensor agrees to indemnify Licensee and its affiliates and to hold Licensee and its affiliates harmless from any and all liability, loss, damages, claims or causes of action, including reasonable legal fees and expenses that may be

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incurred by Licensee and its affiliates, arising out of third party claims that the Marks are owned by a third party and that Licensee's and/or its affiliates' use of the Marks infringe that third party's trademark registrations or common law rights in the Marks. Licensee shall provide Licensor with prompt written notice of any claim for which indemnification is sought and cooperate fully with and allow Licensor to control the defense and settlement of such claim. Licensee shall not settle any such claim without Licensor's prior written consent, which shall not be unreasonably withheld. Licensee shall have the right, at its own expense, to participate in the defense of any such claim.

6. TERMINATION

6.1 TERM AND TERMINATION. This Agreement shall be perpetual in term; however, Licensor shall have the right to terminate this Agreement upon a material breach by Licensee of its obligations under this Agreement which remains uncured for ninety (90) days or more following written notice of such breach from Licensor.

6.2 EFFECT OF TERMINATION. Upon termination of the Agreement by Licensor, Licensee agrees it shall cease any and all use of the Marks within ninety (90) days of written notice of termination.

7. CHANGE IN OWNERSHIP OF LICENSOR

In the event of a sale or transfer, directly or indirectly, of Licensor's assets relating to the reserved products set forth in Exhibit B hereof to an unrelated entity, ownership of the Marks shall be immediately transferred and assigned to Licensee, without additional consideration.

8. DISPUTE RESOLUTION

In the event of a dispute under this Agreement, Licensor and Licensee agree to resolve the dispute in accordance with the dispute resolution procedures set forth in Section 8.3 of the APA.

9. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR OTHER ECONOMIC DAMAGE, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

10. GENERAL

10.1 GOVERNING LAW. This Agreement shall be subject to and governed in all respects by the statutes and laws of the State of Texas without regard to the conflicts of laws principles thereof. The District Court of Harris County and/or the United States District Court for the Southern District of Texas shall have exclusive jurisdiction and venue over all

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controversies in connection herewith, and each party hereby consents to such exclusive and personal jurisdiction and venue.

10.2 ENTIRE AGREEMENT. This Agreement, including Exhibit A and Exhibit B attached hereto, and the APA constitute the entire Agreement and understanding between the parties and integrates all prior discussions, and written and oral agreements between them related to its subject matter. This Agreement is an attachment to the APA. No modification of any of the terms of this Agreement shall be valid unless in writing and signed by an authorized representative of each party.

10.3 ASSIGNMENT. Licensee may freely assign or sub-license any of its rights or delegate any of its duties under this Agreement, or otherwise transfer this Agreement (by merger, operation of law or otherwise) without the prior written consent of Licensor. Licensor shall not assign this Agreement or any rights herein to any non-affiliated party without receiving Licensee's prior written permission.

10.4 NOTICES. All notices required or permitted hereunder shall be given in writing addressed to the respective parties as set forth below and shall either be (a) personally delivered or (b) transmitted by nationally-recognized private express courier, and shall be deemed to have been given on the date of receipt if delivered personally, or three (3) business days after deposit with such express courier. Either party may change its address for purposes hereof by written notice to the other in accordance with the provisions of this Subsection. The addresses for the parties are as follows:

LICENSOR:

Halliburton Energy Service, Inc.
4100 Clinton Drive, Bldg. 1, 7th Floor
Houston, Texas 77020
Attention: Vice President-Legal
Facsimile: (713) 676-7696
Confirm: (713)

Copies to:
Halliburton Company
3600 Lincoln Plaza
50 North Akard Street
Dallas, Texas 75201-3391
Attention: Vice President and Secretary
Facsimile: (214) 978-2783
Confirm: (214)

LICENSEE:

Weatherford Artificial Lift Systems, Inc.
515 Post Oak Blvd., Suite 600
Houston, Texas 77027
Attention: Vice President - Law
Facsimile: (713) 693-4481
Confirm: (713) 693-4178

Copies to:
Fulbright & Jaworski L.L.P.
1301 McKinney, Suite 5100
Houston, Texas 77010
Attention: Charles H. Still
Facsimile: (713) 651-5246
Confirm: (713) 651-5270

10.5 FORCE MAJEURE. Neither party will be responsible for any failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods or accidents.

10.6 WAIVER. Any waiver, either expressed or implied, by either party of any default by the other in the observance and performance of any of the conditions, covenants of duties set forth herein shall not constitute or be construed as a waiver of any subsequent or other default.

10.7 HEADINGS. The headings to the Sections and Subsections of this Agreement are included merely for convenience of reference and shall not affect the meaning of the language included therein.

10.8 INDEPENDENT CONTRACTORS. The parties acknowledge and agree that they are dealing with each other hereunder as independent contractors. Nothing contained in the Agreement shall be interpreted as constituting either party the joint venture or partner of the other party or as conferring upon either party the power of authority to bind the other party in any transaction with third parties.

10.9 SURVIVAL. The provisions of Section 1.2 (Reservation of Rights), 2 (Ownership of Marks), 4 (Confidential Information and Disclosure), 5 (Indemnification), 6.2 (Effect of Termination), and 10 (General) will survive any termination of this Agreement.

10.10 SEVERABILITY. Except as otherwise set forth in this Agreement, the provisions of this Agreement are severable, and if any one or more such provisions shall be determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions thereof shall not in any way be affected thereby and shall nevertheless be binding between the parties hereto. Any such invalid, illegal or unenforceable provision or portion thereof shall be changed and interpreted so as to best accomplish the objectives of such provision or portion thereof within the limits of applicable law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date, as evidenced by the signatures of their duly authorized representatives below.

Halliburton Energy Services, Inc.

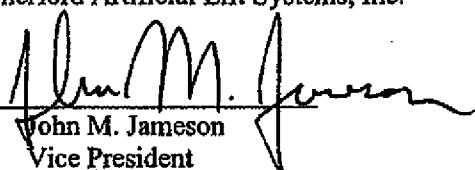
By:



Andrew R. Lane,
Vice President

Weatherford Artificial Lift Systems, Inc.

By:



John M. Jameson
Vice President

Exhibit A:

Trademarks

[REDACTED]

[REDACTED]

GUIBERSON and Design

U.S. Registration No. 1,150,792 for Oil and gas well drilling, completion production and production maintenance equipment; mechanical operating tools for use therewith; and parts therefore.

GUIBERSON and Design

U.S. Registration No. 969,126 for oil field tools, namely packers and pumps.

[REDACTED]

Exhibit B:

Reservation of Right Uses

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

GUIBERSON and Design: All packer products

[REDACTED]