

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM344303

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lubrizol Oilfield Chemistry, LLC		03/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lubrizol Oilfield Solutions, Inc.		
<b>Street Address:</b>	29400 Lakeland Blvd.		
<b>City:</b>	Wickliffe		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44092		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 27</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2612725	AMPHOAM	
Registration Number:	2793776	BIO-CLEAR	
Registration Number:	2688304	BRINE BLOCK	
Registration Number:	2612724	CAT-FOAM	
Registration Number:	2734086	CLEAR AIR	
Registration Number:	3027614	CLEAR FLOW	
Registration Number:	4521329	CLEAR-BLOCK	
Registration Number:	2683081	CLEAR-CHEK	
Registration Number:	2624937	CLEAR-COOL	
Registration Number:	3103322	CLEARWATER	
Registration Number:	2908782	CORRFOAM	
Registration Number:	2612723	ENVIROHIB	
Registration Number:	4533098	FE OXCLEAR	
Registration Number:	2715305	FLX BUBBLES	
Registration Number:	2913304	KLEAN-FOAM	
Registration Number:	3290928	LIFTTREAT	
Registration Number:	2662908	NA-MINUS	
Registration Number:	2624935	PARA CLEAR	
Registration Number:	2624936	PARA-MINUS	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	3720830	PIPETREAT
Registration Number:	2683099	PSI MINUS
Registration Number:	2674654	SCALE CLEAR
Registration Number:	2683082	SULFA-CLEAR
Registration Number:	2618256	ULTRA FLO
Registration Number:	2624929	VARIHIB-6N1
Registration Number:	2962529	W-CAP
Registration Number:	2028603	XENTRITE

**CORRESPONDENCE DATA**

**Fax Number:** 4403475219  
*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:** 440-347-5802  
**Email:** dawn.brown@lubrizol.com  
**Correspondent Name:** Dawn A. Brown / LUBRIZOL  
**Address Line 1:** 29400 Lakeland Blvd.  
**Address Line 4:** Wickliffe, OHIO 44092

<b>ATTORNEY DOCKET NUMBER:</b>	CLEARWATER
<b>NAME OF SUBMITTER:</b>	Dawn A. Brown
<b>SIGNATURE:</b>	/Dawn A. Brown/
<b>DATE SIGNED:</b>	06/11/2015

**Total Attachments: 5**  
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source=Assignment#page4.tif  
source=Assignment#page5.tif

## TRADEMARK ASSIGNMENT

This Trademark Assignment is made this 31st day of March, 2015 by and between Lubrizol Oilfield Chemistry, LLC, a limited liability company organized under the laws of Delaware with a place of business at One BriarLake Plaza, Suite 400, 2000 West Sam Houston Parkway South, Houston, TX 77042 and a current mailing address at 29400 Lakeland Boulevard, Wickliffe, Ohio 44092 ("Assignor"), and Lubrizol Oilfield Solutions, Inc., a corporation organized under the laws of Delaware with a principal place of business and mailing address at 29400 Lakeland Boulevard, Wickliffe, Ohio 44092 ("Assignee").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties, Assignor and Assignee agree as follows.

1. Assignment. Assignor hereby assigns, sells, transfers, and conveys to Assignee its entire and undivided right, title and interest in and to the trademarks set forth on Schedule A ("Trademarks"), together with all the goodwill associated therewith, as well as all of its rights to all legal and equitable remedies, including injunctive relief, damages or profits, or any other relief, arising out of all causes of action, past and future, for infringement or other violation of the Trademarks, or any other violation or injury to the goodwill associated with the Trademarks and the right to sue for and recover the same in its own name and that of its successors and/or assigns.

2. Governing Law. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of the State of Ohio without regard to choice of law principles.

3. Counterparts. This Assignment may be executed in one or more

counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

4. Amendments. This Assignment shall not be amended, modified, or supplemented except by a written instrument signed by an authorized representative of each of the parties hereto.

IN WITNESS WHEREOF, this Trademark Assignment is executed as of the date first set forth above.

Lubrizol Oilfield Chemistry, LLC (Assignor)

*Brian A. Valentine*

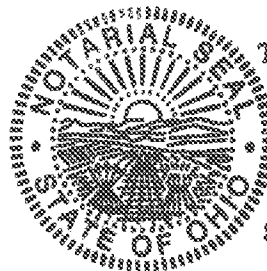
Name: Brian A. Valentine  
Title: Vice President and Treasurer

Subscribed and sworn to before me this 31st day of March, 2015

By: *[Signature]*

Notary Public

SEAL



TERESAN WASIE GILBERT  
Attorney At Law  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission Has  
No Expiration Date  
Section 147.03 O.R.C.

ACCEPTED:

By: *[Signature]*

Name: Suzanne F. Day  
Title: President

Lubrizol Oilfield Solutions, Inc. ("Assignee")

Subscribed and sworn to before me this 31st day of March, 2015

By: *[Signature]*

Notary Public

SEAL



TERESAN WASIE GILBERT  
Attorney At Law  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission Has  
No Expiration Date  
Section 147.03 O.R.C.

TRADEMARK

SCHEDULE A

Pending and Registered Trademarks

Trademark	Country	Application		Registration No.	Registration Date
		No.	Application Date		
PipeTreat	Algeria	082724	9/17/2008	75996	9/17/2008
CLEARWATER	Argentina	2561519	12/15/2004	2135320	1/3/2007
CLEARWATER	Argentina	2561520	12/15/2004	2135321	1/3/2007
CLEARWATER	Argentina	2561517	12/15/2004	2135318	1/3/2007
CLEARWATER	Argentina	2561518	12/15/2004	2135319	1/3/2007
PipeTreat	Australia	1267150	10/13/2008	1267150	10/13/2008
PipeTreat	Bahrain	72504	10/27/2008	72504	10/27/2008
CLEARWATER	Brazil	827049480	1/6/2005		
CLEARWATER	Brazil	827049528	1/6/2005		
CLEARWATER	Brazil	827049510	1/6/2005		
CLEARWATER	Brazil	827049536	1/6/2005	827049536	6/3/2008
CLEARWATER	Canada	1240678	12/14/2004	694432	8/21/2007
CLEARWATER	Canada	1240678(1)	6/13/2014		
KLEAN-FOAM	Canada	1200664	12/31/2003	TMA627785	12/7/2004
LiftTreat	Canada	1308436	7/10/2006	738041	4/15/2009
NA-MINUS	Canada	1282611	12/12/2005	TMA677751	11/28/2006
PipeTreat	Canada	1414460	10/14/2008	783361	11/25/2010
W-CAP	Canada	1208319	3/3/2004	TMA629338	1/5/2005
PipeTreat	China (People's Republic)	7005949	10/17/2008		
CLEARWATER	Ecuador	152243	12/27/2004	259906	9/26/2005
CLEARWATER	Ecuador	152245	12/27/2004	260106	9/26/2005
CLEARWATER	Ecuador	152246	12/27/2004	260206	9/26/2005
CLEARWATER	Ecuador	152244	12/27/2004	260006	9/26/2005

TRADEMARK

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Trademark	Country	Application No.	Application Date	Registration No.	Registration Date
PipeTreat	Egypt	224576	11/30/2008		
CLEARWATER	European Community	004202057	12/17/2004	004202057	1/10/2006
LiftTreat	European Community	005207238	7/19/2006	005207238	8/16/2007
NA-MINUS	European Community	004823373	12/22/2005	004823373	12/7/2006
PipeTreat	European Community	7321789	10/16/2008	7321789	10/16/2008
PipeTreat	Kuwait	99455	11/18/2008	83537	12/21/2009
PipeTreat	Libya	16294	11/16/2008	16294	6/16/2009
CLEARWATER	Mexico	730954	7/28/2005	902018	9/28/2005
CLEARWATER	Mexico	703658	2/23/2005	904649	10/25/2005
CLEARWATER	Mexico	703660	2/23/2005	879095	4/27/2005
CLEARWATER	Mexico	703657	2/23/2005	883164	4/27/2005
CLEARWATER	Mexico	703659	2/23/2005	900902	4/27/2005
NA-MINUS	Mexico	768417	2/27/2006	924912	3/20/2006
PipeTreat	New Zealand	797604	10/14/2008	797604	4/16/2009
PipeTreat	Oman	53225	9/15/2008		
PipeTreat	Qatar	54605	11/3/2008		
PipeTreat	Russian Federation	2008732575	10/13/2008	403710	9/16/2010
PipeTreat	United Arab Emirates	121767	11/3/2008	153042	9/26/2011
AMPHOAM	United States of America	76353311	12/31/2001	2612725	8/27/2002
BIO-CLEAR	United States of America	76374832	2/25/2002	2793776	12/16/2003
BRINE BLOCK	United States of America	76367639	2/7/2002	2688304	2/18/2003
CAT-FOAM	United States of America	76353310	12/31/2001	2612724	8/27/2002
CLEAR AIR	United States of America	76373577	2/22/2002	2734086	7/8/2003
CLEAR FLOW	United States of America	78459354	7/30/2004	3027614	12/13/2005
CLEAR-BLOCK	United States of America	86063897	9/13/2013	4521329	4/29/2014
CLEAR-CHEK	United States of America		1/30/2002	2683081	2/4/2003
CLEAR-COOL	United States of America	76367656	2/7/2002	2624937	9/24/2002
CLEARWATER	United States of America	78529594	12/9/2004	3103322	6/13/2006
CORRFOAM	United States of America	78338686	12/10/2003	2908782	12/7/2004

Trademark	Country	Application No.	Application Date	Registration No.	Registration Date
ENVIROHIB	United States of America	76353309	12/31/2001	2612723	8/27/2002
FE OXCLEAR	United States of America	86070157	9/20/2013	4533098	5/20/2014
FLX BUBBLES	United States of America	76365461	2/4/2002	2715305	5/13/2003
KLEAN-FOAM	United States of America	78343676	12/19/2003	2913304	12/21/2004
LiftTreat	United States of America	78914711	6/22/2006	3290928	9/11/2007
NA-MINUS	United States of America	76367610	2/7/2002	2662908	12/17/2002
PARA CLEAR	United States of America	76367637	2/7/2002	2624935	9/24/2002
PARA-MINUS	United States of America	76367638	2/7/2002	2624936	9/24/2002
PipeTreat	United States of America	77591202	10/13/2008	3720830	12/8/2009
PSI MINUS	United States of America	76366106	2/4/2002	2683099	2/4/2003
SCALE CLEAR	United States of America	76367636	2/7/2002	2674654	1/14/2003
SULFA-CLEAR	United States of America	76364222	1/30/2002	2683082	2/4/2003
ULTRA FLO	United States of America	76366004	2/4/2002	2618256	9/10/2002
VARIHIB-6N1	United States of America	76366841	2/5/2002	2624929	9/24/2002
W-CAP	United States of America	78375129	2/27/2004	2962529	6/14/2005
XENTRITE	United States of America	75023188	11/22/1995	2028603	1/7/1997
CLEARWATER	Venezuela	2255504	12/22/2004	2255504	2/16/2006
CLEARWATER	Venezuela	2255804	12/22/2004	2255804	2/16/2006
CLEARWATER	Venezuela	2255604	12/22/2004	2255604	2/16/2006
CLEARWATER	Venezuela	2255704	12/22/2004	2255704	2/16/2006

### Common Law Trademarks

PIPESAFE™ Corrosion Inhibitors for Pipelines

SHALE GUARD™ Potassium Ion Substitute