

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371343

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ameron International, LLC		11/09/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Grant Prideco, Inc.		
Street Address:	7909 Parkwood Circle Drive		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77036		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1092297	CENTRON	
Registration Number:	0945582	DUALOY	
Registration Number:	0936436	PRONTO-LOCK	
Registration Number:	1007882	QUICK-LOCK	
CORRESPONDENCE DATA			
Fax Number:	7132233717		
<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:	7132261200		
Email:	rljackson@lockelord.com		
Correspondent Name:	LOCKE LORD LLP		
Address Line 1:	600 TRAVIS		
Address Line 2:	SUITE 2800		
Address Line 4:	HOUSTON, TEXAS 77002-3095		
ATTORNEY DOCKET NUMBER:	0015379-129		
NAME OF SUBMITTER:	Robert Jackson		
SIGNATURE:	/Robert Jackson/		
DATE SIGNED:	02/01/2016		
Total Attachments: 7			

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ASSIGNMENT OF TRADEMARKS, SERVICE MARKS, AND TRADE NAMES

This Assignment of Trademarks, Service Marks, and Trade Names (this "Assignment") is made and entered into as of November 9, 2015, by and between Ameron International, LLC, a Delaware limited liability company, having an address of 7909 Parkwood Circle Dr., Houston, Texas ("Assignor"), and Grant Prideco, Inc., a Delaware corporation, having an address of 7909 Parkwood Circle Dr., Houston, Texas ("Assignee"). Assignor and Assignee are sometimes referred to in this Assignment individually as a "Party" and collectively as the "Parties."

WHEREAS, Assignor is the sole owner of the right, title, and interest in and to certain registered and pending trademarks and service marks and unregistered marks and trade names listed in Exhibit A attached hereto, collectively hereafter "Marks";

WHEREAS, Assignee is desirous of acquiring the entire and exclusive right, title and interest in and to, and possession of, the Marks;

WHEREAS in accordance with that certain Restructuring and Distribution Agreement, dated as of even date hereof, Assignor agrees to assign and otherwise transfer all its rights in and to the Marks and is assigning and otherwise transferring such rights contemporaneously herewith;

WHEREAS, the Parties wish to memorialize for recordation purposes such transfer and otherwise ratify such transfer of the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and to the extent not already performed, the Assignor does hereby, convey, assign, transfer, and set over and does hereby otherwise ratify the conveyance, assignment, transfer, and set over to the Assignee all of Assignor's entire right, title, and interest in and to the Marks and all associated rights, together with the goodwill of Assignor's business in connection therewith, and the full right to sue for past, present, or future infringement of any of such Marks, these rights to be held and enjoyed by the Assignee, its successors, and assigns, as fully as the same would have been held and enjoyed by the Assignor had this assignment not been made (including but not limited to, all registration rights with respect to the Marks, and the right of claiming for itself the priority of filing applications for the registration of the Marks in other countries of the world, including in accordance with Article 4 of the International Paris Convention (1883), and any other applicable convention and/or treaty. Assignor hereby authorizes and requests the appropriate governmental officials to issue any and all such United States or foreign country trademark or service mark or related property right assigned hereunder, to Assignee, as the owner of the entire and exclusive right, title and interest in and to the same.

Assignor hereby represents, warrants and covenants that it has full right to convey the interest herein assigned, that it has not executed and will not execute any agreement, instrument or assignment in conflict herewith, and that the rights assigned herein are not otherwise encumbered by any grant, license or right.

Assignor further covenants and agrees that Assignor will at any time upon request make, execute and deliver without further compensation, but at the expense of the Assignee, any and all other instruments in writing, including further applications, papers, affidavits, power of

[Step #4]

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attorney, assignments, and other documents, and do all lawful acts and things, which, in the opinion of counsel for Assignee, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in Assignee, its successors and assigns the Marks, and that Assignor will sign any applications and other documents for claims of usage, exclusiveness, renewal, opposition and other matters related to the Marks or related property right.

Assignor further covenants and agrees that Assignor will at any time upon request communicate to the Assignee, its successors, assigns or other legal representatives any facts relating to the aforesaid Marks known to it, and will testify as to the same in any opposition, litigation, mediation, arbitration or other proceeding when requested to do so at Assignee's expense.

This Assignment is binding upon and inures to the benefit of the Parties hereto, and their permitted successors in interest and assigns.

This Assignment shall be governed by the laws of the State of Texas (regardless of the laws that might otherwise govern under applicable principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect, performance and remedies.

This Assignment may be amended or modified only by a written instrument executed by the Parties hereto.

This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, and all such counterparts shall constitute one agreement. A manual signature on this Assignment, an image of which shall be transmitted electronically, shall constitute an original signature for all purposes. The delivery of copies of this Assignment, including executed signature pages by electronic transmission, will constitute effective delivery.

[Signature Page Follows]

[Step #4]

IN WITNESS WHEREOF, Assignor and Assignee have hereunto set their hand and seal by their duly authorized representative.

ASSIGNOR:

AMERON INTERNATIONAL LLC,
a Delaware limited liability company

By: *Trevor B. Martin*
Name: Trevor B. Martin
Title: Vice President

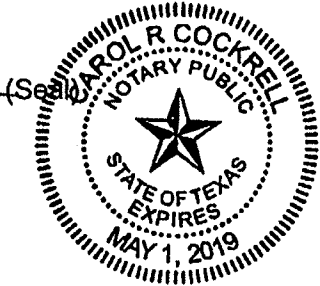
STATE OF TEXAS)
)
COUNTY OF HARRIS)

ss.

On November 9, 2015, before me, the undersigned Notary Public In and for said State, personally appeared Trevor B. Martin, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Carol R. Cockrell*



ASSIGNEE:

GRANT PRIDECO, INC.,
a Delaware corporation

By: *Trevor B. Martin*
Name: Trevor B. Martin
Title: Vice President

STATE OF TEXAS)
)
COUNTY OF HARRIS)

ss.

On November 9, 2015, before me, the undersigned Notary Public in and for said State, personally appeared Trevor B. Martin, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Carol R. Cockrell*



**Exhibit A
Marks**

Mark	Country	Reg. No.	Reg. Date
CENTRON	Argentina	2383056	19-Jul-99
CENTRON	Benelux	349718	18-Nov-88
CENTRON	Brazil	830919252	01-Jul-14
CENTRON	Japan	4616311	25-Oct-02
CENTRON	Kazakhstan	17089	21-Oct-04
CENTRON	Malaysia	02000244	23-Sep-04
CENTRON	Russian Federation	200701	23-Mar-01
CENTRON	United Kingdom	1086510	14-Nov-77
CENTRON	United States of America	1092297	30-May-78
CENTRON	Venezuela	P-209341	08-Jan-99
DUALOY	Canada	208090	11-Jul-75
DUALOY	Denmark	76/1122	19-Mar-76
DUALOY	Japan	4878749	08-Jul-05
DUALOY	Nigeria	26015	10-Sep-78
DUALOY	Singapore	T93/04733C	31-Aug-98
DUALOY	Sweden	154435	20-Feb-76
DUALOY	United Arab Emirates	45193	21-Mar-04
DUALOY	United Kingdom	1051906	12-Jul-76
DUALOY	United States of America	0945582	24-Oct-72
DUALOY	Venezuela	85038	21-Sep-77
DUALOY, in English and Katakana	Japan	2519242	31-Mar-93
KEY-LOCK	Malaysia	02000533	23-Sep-04
KEY-LOCK	Nigeria		
KEY-LOCK	Saudi Arabia	144/58	24-Jun-86

KEY-LOCK	Singapore	T93/04734A	06-Nov-99
KEY-LOCK	United Kingdom	1270601	04-Jul-86
KEY-LOCK, in Katakana	Japan	1740945-2	23-Jan-85
PRONTO-LOCK	Canada	217383	26-Nov-76
PRONTO-LOCK	United States of America	936436	27-Jun-72
QUICK-LOCK	Benelux	325580	20-Sep-74
QUICK-LOCK	Brazil	816382506	24-Dec-96
QUICK-LOCK	Canada	215312	13-Aug-76
QUICK-LOCK	China (People's Republic)	183716	05-Jul-83
QUICK-LOCK	Germany	02907364	01-Jun-95
QUICK-LOCK	Indonesia	IDM000391022	30-Dec-92
QUICK-LOCK	Japan	4728327	21-Nov-03
QUICK-LOCK	Malaysia	02000534	23-Sep-04
QUICK-LOCK	Singapore	T93/04732E	16-Jun-98
QUICK-LOCK	Thailand	KOR247600	07-Dec-06
QUICK-LOCK	United States of America	1007882	01-Apr-75
QUICK-LOCK	Vietnam	9839	06-Dec-93
SSL	Australia	938020	25-Aug-03
SSL	Australia	1222165	09-Dec-08
SSL	Brazil	825183324	02-May-07
SSL	European Community	2988509	23-Mar-04
SSL	Kuwait	51515	18-Dec-02
SSL	Malaysia	02015695	28-Sep-04

SSL	Oman	29643	02-Jul-05
SSL	Qatar	28869	09-Oct-06
SSL	Saudi Arabia	702/23	02-Nov-03
SSL	Singapore	T02/19492C	20-Dec-02
SSL	United Arab Emirates	41313	12-Jul-03
SSL	Venezuela	P251288	12-Apr-04