

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379721

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hamdeen (UK) Limited		03/30/2016	Private Limited Company: SCOTLAND
RECEIVING PARTY DATA			
Name:	Weatherford Technology Holdings, LLC		
Street Address:	1209 Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2434651	HIPPO	
CORRESPONDENCE DATA			
Fax Number:	7138366209		
<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:	7138366209		
Email:	charmaine.teuschler@weatherford.com		
Correspondent Name:	Weatherford Technology Holdings, LLC		
Address Line 1:	2000 St. James Place		
Address Line 4:	Houston, TEXAS 77056		
ATTORNEY DOCKET NUMBER:	HIPPO USA, IC-07		
NAME OF SUBMITTER:	Charmaine Teuschler		
SIGNATURE:	/Charmaine Teuschler/		
DATE SIGNED:	04/07/2016		
Total Attachments: 5			
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INTELLECTUAL PROPERTY LEGAL TITLE ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY LEGAL TITLE ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into as of the latest date set forth on signature pages hereto, to be effective as of 1 April 2016 (the "Effective Date") by and between:

Hamdeen (UK) Limited, a private company incorporated and registered in Scotland with company number SC192597 whose registered office is at Weatherford Centre, Souterhead Road, Aberdeen, AB12 3LF ("Assignor");

and

Weatherford Technology Holdings, LLC, incorporated and registered in Delaware whose registered office is at 1209 Orange Street, Wilmington, DE, 19801, United States ("Assignee").

(Assignor and Assignee are collectively referred to as the "Parties" and individually referred to as "Party").

RECITALS

- B. Assignor is the owner of record of certain intellectual property, including but not limited to, copyrights (all original works of authorship fixed in any tangible medium of expression and all rights related thereto, whether or not covered by existing copyright registrations), patents (all inventions, patents, and patent applications of any type and all rights related thereto), and know-how (any and all information, data, technical expertise, and trade secrets, including but not limited to drawings, designs, data-bases, technical manuals, software, technical training, marketing expertise and the like) (collectively, the "Intellectual Property"). The Intellectual Property also includes, but is not limited to, the rights set out in Exhibit A.
- B. Assignor desires to transfer, convey and assign to Assignee, and Assignee desires to acquire and accept from Assignor, title to the Intellectual Property.
- C. The Parties desire to effect such transfer, conveyance and assignment in accordance with the terms and conditions set forth herein.

In consideration of the terms and conditions and mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Section 1 - Transfer, Conveyance, and Assignment of Title to the Intellectual Property

1.1 In consideration of the sum of ONE POUND (£1.00) STERLING and other good and valuable consideration (the receipt and sufficiency of which the Assignor expressly acknowledges), Assignor hereby transfers, conveys, assigns and agrees to deliver to Assignee, and Assignee hereby acquires and accepts from Assignor, all of Assignor's rights, title and interest in and to the Intellectual Property (the "Assignment"). Assignee shall be responsible for the maintenance of any Intellectual Property required by any applicable governmental or regulatory body. The Parties shall cooperate with

each other and Assignee shall take such actions as requested to protect and perfect the Intellectual Property, including being a named party in any enforcement proceedings.

1.2 In furtherance of the transactions contemplated by Section 1.1, the Parties agree to execute and deliver all instruments of transfer, conveyance and assignment as, and to the extent, necessary or convenient to evidence the transfer, conveyance and assignment by Assignor to Assignee of title to the Intellectual Property. The Parties contemplate that they may enter into one or more additional instruments of transfer with respect to the transfer of title to some of the Intellectual Property to be transferred from Assignor to Assignee to the extent necessary or convenient to comply with local legal or filing requirements. Any such instruments executed prior to the date hereof are hereby confirmed and ratified.

1.3 Upon Assignee's request, Assignor (or its designee) shall deliver to Assignee or its designee all files, records, notes and correspondence with respect to the prosecution, registration and maintenance of title to the Intellectual Property.

1.4 Assignee warrants that as far as it is aware, all the Intellectual Property is valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Intellectual Property.

1.5 The Parties acknowledge and agree that the transfers contemplated by this Agreement may not be effected on the Effective Date due to the inability of the Parties to obtain necessary consents or approvals or the inability of the Parties to take certain other actions necessary to effect such transfers. To the extent any transfers contemplated by this Agreement are not fully effected on the Effective Date, Assignor and Assignee will cooperate and use commercially reasonable efforts to obtain any necessary consents or approvals or take any other actions necessary to effect such transfers as promptly as practicable following the Effective Date.

1.6 Nothing in this Agreement will be deemed to require the transfer or assignment of title to or ownership of any Intellectual Property by Assignor to Assignee to the extent that such transfer or assignment would cause forfeiture or loss of such Intellectual Property.

Section 2 - General Provisions

2.1 Further Assurances. The Parties will each perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

2.2 Governing Law. The laws of England and Wales (without reference to its principles of conflicts of law) govern the construction, interpretation and other matters arising out of or in connection with this Agreement (whether arising in contract, tort, equity or otherwise).

2.3 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each Party remain valid, binding and enforceable.

2.4 No Waiver. The failure by either Party to assert any of its rights hereunder, including, but not limited to, the right to terminate this Agreement due to a breach or default by the other Party, shall not be deemed to constitute a waiver by that Party of its right thereafter to enforce each and every provision of this Agreement in accordance with its terms.

2.5 Entire Agreement. Other than any instruments of transfer, conveyance or assignment described in Section 1.2 hereto, this Agreement constitutes the final agreement between the Parties with respect to the subject matter contained herein, and is the complete and exclusive statement of the Parties' agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements between the Parties with respect to the matters contained herein are superseded by this Agreement.

2.6. Amendment. The Parties may amend this Agreement only by a written agreement signed by each Party to be bound by the amendment and that identifies itself as an amendment to this Agreement.

2.7 Counterparts. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original instrument, and all of which together constitute one agreement. The signatures of both Parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending Party's signature is as effective as signing and delivering the counterpart in person.

2.8 Successors and Assignment. This Agreement shall be binding on and inure to the benefit of the Parties, their successors in interest and assigns, provided, however that neither Party may assign any of its rights nor delegate any of its obligations under this Agreement without the written consent of the other Party, which consent may be withheld in its sole and absolute discretion and any assignment or attempted assignment in violation of the foregoing will be null and void.

2.9 Authority. Each of the Parties represents to the other that (a) it has the corporate or other requisite power and authority to execute, deliver and perform this Agreement, (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate or other action, (c) it has duly and validly executed and delivered this Agreement, and (d) this Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equity principles.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized and empowered officers and representatives as of the Effective Date.

HAMDEEN (UK) LIMITED

By: Euan R Prentice

Name: EUAN PRENTICE

Title: DIRECTOR

Date: 30/3/16

WEATHERFORD TECHNOLOGY HOLDINGS, LLC.

By: 

Name: WILLIAM M. IMWALLE

Title: VICE PRESIDENT

Date: 31 MARCH 2016

Exhibit A -- Schedule of Intellectual Property

PATENTS		
<u>File #</u>	<u>Title</u>	<u>Patent Number</u>
<u>5268-UK</u>	<u>Downhole Impact Drilling</u>	<u>GB 2,375,123</u>
TRADEMARKS		
<u>Mark</u>	<u>Registration #</u>	<u>Country</u>
<u>HIPPO</u>	<u>GB 2,180,231</u>	<u>United Kingdom</u>
<u>HIPPO</u>	<u>US 2,434,651</u>	<u>United States</u>