TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM380625

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LeTourneau Technologies, Inc.		10/24/2011	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	LeTourneau Technologies Drilling Systems, Inc.	
Street Address:	6500 Brittmoore Road	
City:	Houston	
State/Country:	TEXAS	
Postal Code:	77041	
Entity Type:	Corporation: TEXAS	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1384024	GORILLA

CORRESPONDENCE DATA

Fax Number: 7132388000

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: 7132388000

tmhou@conleyrose.com Email: Matthew R. Moscicki **Correspondent Name:**

Address Line 1: P.O. Box 3267

Address Line 4: Houston, TEXAS 77253-3267

ATTORNEY DOCKET NUMBER: 1600-32800	
NAME OF SUBMITTER:	Matthew R. Moscicki
SIGNATURE:	/Matt Moscicki/
DATE SIGNED:	04/14/2016

Total Attachments: 4

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> **TRADEMARK** REEL: 005771 FRAME: 0202

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "<u>Assignment</u>") is entered into as of October 24, 2011, by LeTourneau Technologies, Inc., a Texas corporation (the "<u>Assignor</u>"). Capitalized terms used but not defined herein shall have the meaning set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignor, Joy Global Inc., a Delaware corporation ("Parent"), and Cameron International Corporation, a Delaware corporation ("Buyer"), have entered into that certain Stock Purchase Agreement (the "Purchase Agreement"), dated as of August 29, 2011, pursuant to which Assignor has agreed to sell to Buyer, and Buyer has agreed to purchase from Assignor (the "Acquisition"), all of the outstanding common stock, no par value, of LeTourneau Technologies Drilling Systems, Inc., a Texas corporation (the "Assignee");

WHEREAS, the Purchase Agreement requires Parent and its subsidiaries, prior to consummation of the Acquisition, to conduct an internal reorganization to further consolidate within the Rodeo Entities the operations and assets constituting the Business and to remove from the Rodeo Entities certain assets that are not part of the Business (the "Reorganization");

WHEREAS, in order to effectuate the Reorganization, and in connection with the Purchase Agreement, Assignor, Assignee, and the other parties thereto are entering into a Transferred Asset Assignment Agreement and Bill of Sale (the "<u>Transferred Asset Agreement</u>") in order to sell, assign, transfer and convey to Rodeo, among other things, the Transferred Drilling Assets, including without limitation the trademarks shown on the attached Schedule A (collectively, the "<u>Transferred Trademarks</u>"), effective as of 11:59 p.m. Houston time on October 23, 2011 (the "<u>Effective Time</u>");

WHEREAS, pursuant to Section 2.4 of the Transferred Asset Agreement and contemporaneously with the execution of the Transferred Asset Agreement, Assignor is executing this Assignment in order to more fully and effectively transfer the Transferred Trademarks:

WHEREAS, the statements on file with the United States Patent and Trademark Office with respect to the Transferred Trademarks identified on Schedule A as Registered Trademarks indicate that Assignor owns such Transferred Trademarks, and Assignor desires to and agrees to sell, assign, convey, transfer and deliver such Transferred Trademarks, as well as all other Transferred Trademarks listed on Schedule A, to the Assignee; and

WHEREAS, Assignee is desirous of acquiring the Transferred Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor agrees as follows:

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- 1. <u>Assignment</u>. Subject to the terms and conditions of the Purchase Agreement and the Transferred Asset Agreement, Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, and its successors in interest, all of Assignor's right, title, and interest in and to the Transferred Trademarks, together with the goodwill of the business symbolized by the Transferred Trademarks, and the registrations for the Transferred Trademarks, and including all common-law and other rights in the Transferred Trademarks, all claims, demands, and causes for action, both at law and in equity, that Assignor may have, or may hereinafter acquire, on account of any infringement of Transferred Trademarks prior to the date hereof, and does hereby empower Assignee, and its successors in interest, to sue for and collect the same, to its and their own and absolute use.
- 2. <u>Governing Law</u>. This Assignment Agreement and the rights and obligations of the parties hereunder shall be governed by the law of the State of Delaware without regard to conflict of law principles that would result in the application of any law other than the State of Delaware.
- 3. <u>Electronic Transmission</u>. Facsimile and other electronic copies of manually signed originals shall have the same effect as manually signed originals and shall be binding on Assignor.

[Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of Assignor, does hereby execute this Assignment as of the date first written above.

ASSIGNOR:

LETOURNEAU TECHNOLOGIES, INC.

By:

Name: Sean D. Major

Title: Secretary

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

SCHEDULE A

Registered Trademarks

Trademark Registration Number Registration Date					
GORILLA	1384024	2/25/1986			
SLO-ROL	1152948	5/5/1981			
STORM LOK	2296394	11/30/1999			
WORKHORSE	2362540	6/27/2000			

Common Law Trademarks

- StarParts[™]
- $Slotilever^{TM}$
- SLO-ROL™
- TARZAN CLASS (only when using the stylized logo illustrated below). LeTourneau claims rights to the following typographic design, not the word itself. TARZAN CLASS should not have a trademark or registered symbol when written or typed.



- DirectDrive[™]
- Power By The $\mathsf{Hour}^\mathsf{TM}$
- TorqForce™
- PowerTorque[™] BullShaft[™]
- Digital Drilling Control System™
- Lightning RigTM
- Aggressor™

RECORDED: 04/14/2016

TRADEMARK REEL: 005771 FRAME: 0206