

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406710

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pedem Limited		11/17/2016	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Anco ApS		
Street Address:	c/o Niels Friis		
Internal Address:	Skorpionens Kvarter 1,		
City:	Esbjerg V		
State/Country:	DENMARK		
Postal Code:	6710		
Entity Type:	Private Limited Company: DENMARK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4110882	HYDRA-PRO	
Registration Number:	3391773	ULTI-TORQ	
CORRESPONDENCE DATA			
Fax Number:	2026725399		
<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:	202-672-5300		
Email:	IPDocketing@foley.com		
Correspondent Name:	Norm J. Rich		
Address Line 1:	Foley & Lardner LLP		
Address Line 2:	3000 K Street, N.W., Sixth Floor		
Address Line 4:	Washington, D.C. 20007-5109		
DOMESTIC REPRESENTATIVE			
Name:	Norm J. Rich		
Address Line 1:	Foley & Lardner LLP		
Address Line 2:	3000 K Street, N.W., Sixth Floor		
Address Line 4:	Washington, D.C. 20007-5109		
NAME OF SUBMITTER:	Norm J. Rich		

OP \$65.00 4110882

SIGNATURE:	/Norm J. Rich/
DATE SIGNED:	11/28/2016
Total Attachments: 11 source=TM Assignment#page1.tif source=TM Assignment#page2.tif source=TM Assignment#page3.tif source=TM Assignment#page4.tif source=TM Assignment#page5.tif source=TM Assignment#page6.tif source=TM Assignment#page7.tif source=TM Assignment#page8.tif source=TM Assignment#page9.tif source=TM Assignment#page10.tif source=TM Assignment#page11.tif	

ASSIGNATION OF PATENTS AND TRADE MARKS

between

PEDEM LIMITED

and

ANCO APS

ledingham|chalmers^{LLP}

Johnstone House, 52-54 Rose Street, Aberdeen
LP-39 DX AB15
Reference: RHU/CWI/2016

TRADEMARK
REEL: 005928 FRAME: 0286

ASSIGNATION OF PATENTS AND TRADE
MARKS

between

PEDEM LIMITED, incorporated and registered in
Scotland, with company number SC252343,
whose registered office is at 13 Queen's Road,
Aberdeen, AB15 4YL (the "Assignor")

and

ANCO APS, incorporated and registered in
Denmark, with CVR-number 38152483, whose
registered address is at c/o Niels ~~Friss~~ *FRIS*,
Skorpionens Kvarter 1, 6710 Esbjerg V,
Denmark (the "Assignee")

INTRODUCTION

- (A) The Assignor is the proprietor of the Patents, Trade Marks and Intellectual Property Rights (defined below).
- (B) The Assignor has agreed to assign the Patents, Trade Marks and Intellectual Property Rights to the Assignee on the terms set out in this agreement.

IT IS AGREED AS FOLLOWS

1. **Interpretation**

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Assigned Rights: the Patents, Trade Marks and all the Intellectual Property Rights owned by the Assignor.

Business Day: a day other than a Saturday, Sunday or public holiday in Scotland when banks in Aberdeen are open for business.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other

intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Patents: the patents, short particulars of which are set out in Part 1 of the Schedule.

Schedule: the schedule annexed to this agreement.

Trade Marks: the trade marks, short particulars of which are set out in Part 2 of the Schedule.

VAT: value added tax chargeable under the Value Added Tax Act 1994.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 References to clauses are to the clauses of this agreement.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assignees, and references to any party shall include that party's personal representatives, successors and permitted assignees.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** includes fax but not email.
- 1.10 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. Assignment

In consideration of the sum of £2,997.60 (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Assigned Rights, including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents and Trade Marks;
- (b) all goodwill attaching to the Trade Marks and in respect of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and
- (c) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this agreement.

3. VAT

- 3.1 All payments made by the Assignee under this agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply provided that the Assignor shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.

4. Further assurance

- 4.1 Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this agreement.

5. Entire Agreement

- 5.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the assignment of the Trade Marks and the Patents.

6. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

7. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

8. Severance

8.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

8.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

9. Notices

9.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by fax to its main fax number.

9.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- (c) if sent by fax, at 9.00 am on the next Business Day after transmission.

9.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

10. Governing law


This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland.

11. Jurisdiction

Each party irrevocably agrees that the courts of Scotland shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF this page, and the preceding 5 pages, are executed by the parties together at ABERDEEN on the 17 day of NOVEMBER 2016 as follows:-

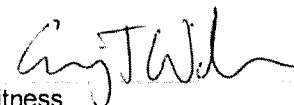
Signed for and on behalf of Pedem Limited by its duly authorised signatory as follows:-


Director

NIELS FRIIS
Full name

17/11/2016
Date of Signature

ABERDEEN
Place of Signature


Witness

CRAG JAMES WILSON.
Full Name

JOHNSTONE HOUSE.
Address

52-54 ROSE ST, ABERDEEN.

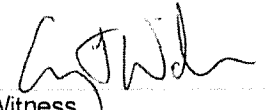
Signed for and on behalf of Anco ApS by its duly authorised signatory as follows:-


Director

NIELS FRIIS
Full name

17/11/2016
Date of Signature

ABERDEEN
Place of Signature


Witness

CRAG JAMES WILSON
Full Name

JOHNSTONE HOUSE
Address

52-54 ROSE ST, ABERDEEN.

**This is the Schedule to the Assignment of Patents and Trade Marks between
PEDEM LIMITED and ANCO APS dated 17 NOVEMBER 2016.**

Schedule

Part 1 - Patents

Schedule

Part 2 – Trade Marks

PATENT SCHEDULE

Our Ref.	IP Title	Catch	Prioritizer	Country	Status	App. No.	Publ./Grant No.	Priority Date	Filing Date	Granted Date	Renewal Date	Your Ref.
36737 DE 01	Bedenrfunhsamerdrungs	DRILLING JAR	Pedern Limited	Germany	GRANTED	602005045445 4	1510047B	23-Jun-2004	23-Jun-2005	17-Dec-2014	30-Jun-2016	
36737 FR 01	Ensemble de fond de puits	DRILLING JAR	Pedern Limited	France	GRANTED	05233901 2	1510047B	23-Jun-2004	23-Jun-2005	17-Dec-2014	30-Jun-2016	
36737 GB 02	Bottom Hole Assembly Tool	DRILLING JAR	Pedern Limited	United Kingdom	GRANTED	05233901 2	1510047B	23-Jun-2004	23-Jun-2005	17-Dec-2014	30-Jun-2016	
36737 NL 01	Bottom Hole Assembly Tool	DRILLING JAR	Pedern Limited	Netherlands	GRANTED	05233901 2	1510047B	23-Jun-2004	23-Jun-2005	17-Dec-2014	30-Jun-2016	
36737B	Connection Apparatus and Method	DRILLING JAR	Pedern Limited	Norway	GRANTED	20053063	334418	23-Jun-2004	23-Jun-2005	03-Mar-2014	30-Jun-2016	
36737C	Connection Apparatus and Method	DRILLING JAR	Pedern Limited	Norway	GRANTED	20053063	334418	23-Jun-2004	23-Jun-2005	03-Mar-2014	30-Jun-2016	
36737D	Connection Apparatus and Method	DRILLING JAR	Pedern Limited	Canada	GRANTED	2010652	2310652	23-Jun-2004	23-Jun-2005	08-Jun-2013	08-Mar-2016	
36738 DE 01	Vorrichtung und Verfahren zum Streifen einer Schutzwicklung	IMPACT ENHANCER	Pedern Limited	United States	GRANTED	602005011361 4	8052176	23-Jun-2004	23-Jun-2005	02-Dec-2008	30-Jun-2016	
36738 FR 01	Outil et procede pour renforcer l'impact de frappe	IMPACT ENHANCER	Pedern Limited	Germany	GRANTED	02253899 8	1609945B	23-Jun-2004	23-Jun-2005	03-Dec-2008	30-Jun-2016	
36738 GB 02	Impact Enhancing Apparatus and Method	IMPACT ENHANCER	Pedern Limited	United Kingdom	GRANTED	02253899 8	1609945B	23-Jun-2004	23-Jun-2005	03-Dec-2008	30-Jun-2016	
36738 NL 01	Impact Enhancing Apparatus and Method	IMPACT ENHANCER	Pedern Limited	Netherlands	GRANTED	02253899 8	1609945B	23-Jun-2004	23-Jun-2005	03-Dec-2008	30-Jun-2016	
36738B	Impact Enhancing Apparatus and Method	IMPACT ENHANCER	Pedern Limited	Norway	GRANTED	20053083	336951	23-Jun-2004	23-Jun-2005	07-Dec-2013	30-Jun-2016	
36738C	Impact Enhancing Apparatus and Method	IMPACT ENHANCER	Pedern Limited	Norway	GRANTED	20053083	336951	23-Jun-2004	23-Jun-2005	07-Dec-2013	30-Jun-2016	
36738D	Impact Enhancing Apparatus and Method	IMPACT ENHANCER	Pedern Limited	Canada	GRANTED	2510619	2510619	23-Jun-2004	23-Jun-2005	05-Feb-2013	23-Jun-2016	
36738E	Impact Enhancing Apparatus and Method	IMPACT ENHANCER	Pedern Limited	United States	GRANTED	117159418	7431834	23-Jun-2004	23-Jun-2005	18-Nov-2008	18-Mar-2020	

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**PEDEM LIMITED
TRADE MARKS SCHEDULE**

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
HYDRA-PRO	Word	Pedem Limited	European Union	7	REGISTERED	19-Feb-2010	19-Feb-2020	008897365	008897365	115719.EM.01
HYDRA-PRO	Word	Pedem Limited	United States	7	REGD-DEC USE	18-Aug-2010	13-Mar-2017	85/110476	4110882	115719.US.01
ULTI-TORO	Word	Pedem Limited	European Union	6 7 37 42	REGISTERED	12-Aug-2004	12-Aug-2024	003982981	003982981	38059-
ULTI-TORO	Word	Pedem Limited	Norway	6 7 37 42	REGISTERED	11-Feb-2005	15-Mar-2026	200501344	231409	38059C
ULTI-TORO	Word	Pedem Limited	United States	6 7 37 42	REGISTERED	04-Feb-2005	04-Mar-2018	78/561167	3391773	38059A
MEGATON	Word	Pedem Ltd.	United States	37	REGISTERED	13-Jun-2008	13-Jun-2018	77/498077	3931452	

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