

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410518

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Baker Hughes Incorporated		12/23/2016	Corporation: DELAWARE
Baker Hughes Oilfield Operations, Inc.		12/23/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BJ Services, LLC		
Street Address:	2929 Allen Parkway		
Internal Address:	Suite 2100		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77019-2118		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1696528	BJ	
Registration Number:	0584646	BJ	
Registration Number:	0833990	PACEMAKER	
Registration Number:	2269526	VISTAR	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	25567-4-RFS		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		

CH \$115.00 1696528

DATE SIGNED:	12/29/2016
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Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the “*Assignment*”) is made effective as of December 23, 2016 (the “*Effective Date*”), by and among Baker Hughes Incorporated, a Delaware corporation, and Baker Hughes Oilfield Operations, Inc., a California corporation, (each an “*Assignor*” and, collectively, the “*Assignors*”), and BJ Services, LLC, a Delaware limited liability company (“*Assignee*”). Each Assignor and Assignee are sometimes referred to herein individually as a “*Party*” and collectively as the “*Parties*.” Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Contribution Agreement (as defined herein).

RECITALS:

WHEREAS, each Assignor is the owner of its respective rights, if any, in, to and under the trademarks and applications therefor identified on Schedule A hereto in the jurisdictions set forth therein, including common law rights and all other related filings and rights (collectively, the “*Assigned Trademarks*”); and

WHEREAS, pursuant to the Contribution Agreement, dated as of November 29, 2016 among Baker Hughes Oilfield Operations, Inc., Assignee and the other parties thereto (the “*Contribution Agreement*”), each Assignor is assigning to Assignee all of such Assignor’s right, title and interest, if any, in, to and under the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, subject to the Contribution Agreement, the Post-Closing LLC Agreement (as defined in the Contribution Agreement) and the Intellectual Property License Agreement (as defined in the Contribution Agreement), and in consideration of the mutual agreements, provisions and covenants contained in this Assignment, the Parties, intending to be legally bound, hereby agree as follows:

1. Conveyance. Each Assignor hereby sells, assigns, transfers, and conveys to Assignee its entire right, title and interest in, to and under (a) the Assigned Trademarks, including any and all goodwill associated with the use thereof or symbolized thereby, (b) all renewals and extensions thereof, (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, and (d) the right to sue for and to recover damages and other remedies, if any, in respect of any past, present or future infringement, dilution or other unauthorized use of the Assigned Trademarks.

2. Issuance and Recordation. Each Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States or the Registrar of Trademarks of Canada, as applicable, to issue any and all Assigned Trademarks to Assignee, its successors and assigns, in accordance with the terms of this Assignment. Each Assignor hereby requests the Commissioner of Patents and Trademarks or the Registrar of Trademarks, as applicable, to record Assignee as the assignee and owner of the Assigned Trademarks. Assignee shall have the right to record this Assignment with all applicable government authorities and registrars in the United States and Canada so as to perfect its ownership of the Assigned Trademarks.

3. Disclaimer. Except as otherwise expressly set forth in the Contribution Agreement or this Agreement, the Assigned Trademarks sold, assigned, transferred and conveyed under this Agreement are provided "AS IS." Except as otherwise expressly set forth in the Contribution Agreement or this Agreement, no Assignor makes any representations of any kind or extends any warranty of any kind with respect to any of the Assigned Trademarks, either expressly or implied.

4. No Modification. Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Assignee or any Assignor under the Contribution Agreement, the Post-Closing LLC Agreement or the Intellectual Property License Agreement or any other agreement entered into by the Parties or any of their Affiliates. Without limiting the foregoing, in the event and to the extent that there shall be a conflict between the provisions of this Assignment and the provisions of the Contribution Agreement, the Post-Closing LLC Agreement or the Intellectual Property License Agreement, the Contribution Agreement, the Post-Closing LLC Agreement or the Intellectual Property License Agreement shall control.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

6. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that both Parties need not sign the same counterpart.

7. Interpretation. The Article and Section headings contained in this Assignment are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Assignment.

8. Further Assurances. Each Assignor shall, at Assignee's sole cost and expense, if reasonably requested by Assignee or the successors or assigns of Assignee, execute, acknowledge and deliver, or cause to be executed and delivered to Assignee or its successors or assigns such and all further acts, transfers, assignments, transfer documents, trademark office instruments and documents, powers of attorney, assurances of title and additional papers and instruments that may be necessary and reasonably requested to carry out the intent hereof and to vest in Assignee such Assignor's right, title and interest, if any, in and to the Assigned Trademarks and all goodwill or intangible benefits associated therewith whether in the United States or Canada.

9. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the Applicable Law that might otherwise govern under applicable principles of conflicts of laws thereof. Each Party hereby irrevocably (a) consents to the exclusive jurisdiction and venue of any court within the State of Delaware, in connection with any matter based upon or arising out of this Assignment or the matters contemplated herein; (b) agrees that process may be served upon it in any manner authorized by the laws of the State of Delaware for such Person; and (c) waives and covenants

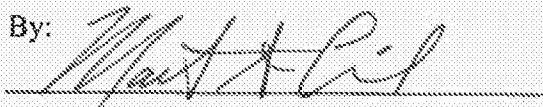
not to assert or plead any objection which it might otherwise have to such jurisdiction, venue and process. Each Party shall not commence any legal proceedings related hereto except in such courts.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

BAKER HUGHES INCORPORATED

By:

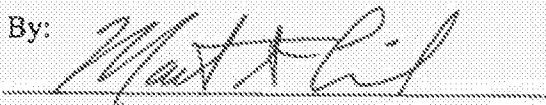


Name: Martin Craighead

Title: Chief Executive Officer

BAKER HUGHES OILFIELD
OPERATIONS, INC.
(SUCCESSOR-IN-INTEREST TO BJ
SERVICES COMPANY, AS
APPLICABLE)

By:



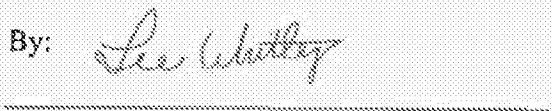
Name: Martin Craighead

Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

BJ SERVICES, LLC

By:



Name: Lee Whitley

Title: Vice President

[Signature page to Trademark Assignment Agreement]

TRADEMARK
REEL: 005953 FRAME: 0545

SCHEDULE A
ASSIGNED TRADEMARKS

Common Law Trademarks

1. BJ Services™
2. Falcon™
3. RAM™
4. BF Rhino™
5. Gorilla™
6. Rhino™

Registered United States Trademarks

Trademark	Record Owner	Jurisdiction	Serial No. / Filing Date	Registration No. / Registration Date
BJ	Baker Hughes Inc.	U.S.A.	74/079294 07/18/1990	1696528 06/23/1992
BJ (stylized)	Baker Hughes Inc.	U.S.A.	71/643961 03/20/1953	0584646 01/12/1954
PaceMaker	Baker Hughes Inc.	U.S.A.	72248885 06/24/1966	0833990 08/22/1967
Vistar	Baker Hughes Inc.	U.S.A.	75283608 04/29/1997	2269526 08/10/1999

Registered Canadian Trademarks

Trademark	Record Owner	Jurisdiction	Serial No. / Filing Date	Registration No. / Registration Date
BJ	BJ Services Company	Canada	0181856 12/04/1942	UCA17515 12/04/1942