

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415325

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harris Corporation		04/08/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Blue Falcon I Inc.		
Street Address:	1025 West Nasa Boulevard		
City:	Melbourne		
State/Country:	FLORIDA		
Postal Code:	32919		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3676979	BEAR CLAW	
Registration Number:	3656557	BEAR CLAW	
CORRESPONDENCE DATA			
Fax Number:	2126096921		
<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:	(212) 609-6800		
Email:	kehrhard@mccarter.com, dlynch@mccarter.com		
Correspondent Name:	McCarter & English, LLP		
Address Line 1:	245 Park Avenue, 27th Floor		
Address Line 2:	c/o Kathleen Ehrhard		
Address Line 4:	New York, NEW YORK 10167		
ATTORNEY DOCKET NUMBER:	127504-00001		
NAME OF SUBMITTER:	Kathleen Ehrhard		
SIGNATURE:	/ke/		
DATE SIGNED:	02/08/2017		
Total Attachments: 4			
source=Blue Falcon - IP - Trademark Assignment (EXECUTED)#page1.tif			
source=Blue Falcon - IP - Trademark Assignment (EXECUTED)#page2.tif			

CH \$65.00 3676979

source=Blue Falcon - IP - Trademark Assignment (EXECUTED)#page3.tif

source=Blue Falcon - IP - Trademark Assignment (EXECUTED)#page4.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") dated as of April 8, 2016 (the "Effective Date"), is entered into by and between Harris Corporation, a Delaware corporation ("Assignor"), and Blue Falcon I Inc., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS Assignor and Assignee, and Albany International Corp. have entered into a Stock Purchase Agreement, dated February 27, 2016, (the "SPA") and whereas Assignor and Assignee have entered into an Intellectual Property Contribution Agreement dated April 8, 2016 (the "IP Contribution Agreement"), pursuant to which Assignor has agreed to sell, and Assignee has agreed to purchase, all trademarks, service marks, trade dress, logos, trade names and Internet domain names, exclusively related to, exclusively used or exclusively held for use in the Business, and registrations and applications in connection therewith, including, without limitation, the trademarks identified and set forth on Schedule A attached hereto (such trademarks, the "Transferred Marks");

WHEREAS, Assignor is the owner of the Transferred Marks and all goodwill associated therewith; and

WHEREAS, pursuant to the SPA and the IP Contribution Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of its right, title and interest in and to the Transferred Marks and all goodwill associated therewith or symbolized thereby.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Assignment and in the SPA and the IP Contribution Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Pursuant to and subject to the terms and conditions of the SPA and the IP Contribution Agreement, Assignor, as of the Effective Date, hereby irrevocably assigns, transfers, sells and conveys to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Transferred Marks, and any renewals thereof, all registrations that have been or may be granted thereon, all common law rights thereto and all goodwill associated therewith or symbolized thereby, together with all income, royalties, damages and payments now or hereafter due or payable with respect to the Transferred Marks, all causes of action (in law and/or equity), the right to sue, counterclaim and recover for past, present and future infringement, misappropriation, dilution and/or other violation of the rights assigned to Assignee hereunder, all rights to recover damages or lost profits in connection therewith and all other rights corresponding thereto throughout the respective countries where Assignor holds rights in the Transferred Marks.

2. Cooperation. Assignor shall take reasonable actions and execute and deliver documents that Assignee may reasonably request to effect the terms of this Assignment and to perfect Assignee's title in and to those Transferred Marks assigned to it hereunder.

3. Recordation. Assignee shall be solely responsible for all actions and all costs whatsoever associated with the perfection of Assignee's right, title and interest in and to the Transferred Marks and recordation and/or registration of this Assignment or any other document evidencing the assignment to

Assignee of the Transferred Marks; provided, however that each of Assignee and Assignor shall be responsible for their respective attorneys' fees in any jurisdiction. The Assignor hereby authorizes the Director of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Transferred Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

4. Governing Law. This Assignment shall be governed by the governing law and venue provisions of Section 9.10 of the SPA.

5. General Provisions. All terms used in this Assignment and not herein defined shall have the meanings set forth in the SPA. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment. This Assignment, along with its Schedule, the IP Contribution Agreement along with its Schedules and the SPA constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

[Remainder of this page intentionally left blank]

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

HARRIS CORPORATION

By 

Name: Greg Taylor
Title: Vice President, Corporate
Strategy & Development

BLUE FALCON I INC.

By 

Name: Charles J. Greene
Title: President

Schedule A

LIST OF TRANSFERRED MARKS

- a. Bear Claw (word mark) – US registered mark – Reg. No. 3,676,979. IC 007.
Downhole equipment and tools for use in completion of oil and gas wells, namely, drillable downhole plugs and related tools, namely, setting accessories in the nature of interfacing adapters to deploy the drillable downhole plugs at predetermined depths, hydraulic rods comprised of a tension sub, setting sleeve, and adapter nut.
- b. Bear Claw (stylized mark) US registered mark – Reg. No. 3,656,557. IC 007.



- c. Common law (or unregistered)
 - i. STaR