

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435759

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Teledrift Company		05/22/2017	Corporation: DELAWARE
Turbeco, Inc.		05/22/2017	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	National Oilwell DHT, L.P.		
Street Address:	7909 Parkwood Circle Drive		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77036		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85617186	STEMULATOR	
Serial Number:	86017386	TELEDRIFT	
Serial Number:	86596377	SPIDLE ROCKY MOUNTAIN KING	
Serial Number:	86596411	RMK	
CORRESPONDENCE DATA			
Fax Number:	7132266397		
<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:	713-226-6000		
Email:	TMMail@porterhedges.com		
Correspondent Name:	Jonathan Pierce		
Address Line 1:	P.O. Box 4744		
Address Line 4:	Houston, TEXAS 77210-4744		
NAME OF SUBMITTER:	Jonathan Pierce		
SIGNATURE:	/jmp/		
DATE SIGNED:	07/19/2017		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “Assignment”), dated May 22, 2017, is among Teledrift Company, a Delaware corporation (“Teledrift”), Turbeco, Inc., and a Texas corporation (“Turbeco,” and each of Teledrift and Turbeco, an “Assignor,” and together, the “Assignors”), and National Oilwell DHT, L.P., a Delaware limited partnership (the “Assignee”). Assignors and Assignee are each, individually, referred to herein as a “Party” and, collectively, as the “Parties”.

Assignors, Flotek Technologies ULC, a Delaware corporation, Teledrift Company FZE, Flotek Industries, Inc., a Delaware corporation, Assignee, Dreco Energy Services ULC, an Alberta corporation, and National Oilwell Varco, L.P., a Delaware limited partnership acting through its general partner, NOW Oilfield Services, LLC, with branch operations establish in Jebel Ali Free Zone, United Arab Emirates, namely NATIONAL-OILWELL VARCO, L.P., registered with Jebel Ali Free Zone Commercial Registry Dept. under Registration No. OVR-1537, have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), pursuant to which Assignors have agreed to sell, assign, transfer, convey and deliver unto Assignee and certain of its affiliates, and such parties have agreed to purchase from Assignors, the Purchased Assets, including certain intellectual property.

Pursuant to the Purchase Agreement, the Assignors have agreed to sell, assign, transfer, convey and deliver to the Assignee all of the Assignors’ right, title and interest in, to and under the Transferred Intellectual Property (defined below).

Capitalized terms used but not defined herein shall have the respective meanings set forth in the Purchase Agreement.

In consideration of the mutual promises contained in this Assignment and the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Capitalized terms used herein will have the meanings given to them in this Section 1.

“Transferred Intellectual Property” means the Intellectual Property set forth on Schedule 1 to this Assignment.

2. Assignment. The Assignors hereby, absolutely and unconditionally, convey, sell, assign, transfer, grant and set over unto the Assignee, all of the Assignors’ worldwide rights, title and interest and benefit in and to the Transferred Intellectual Property, together with all rights of action, both at law and in equity with respect thereto, including all rights to sue, settle any claim, and collect all damages for any past, present, or future infringement or misappropriation of the Transferred Intellectual Property, including without limitation the goodwill of the businesses connected to the use of any of the Transferred Intellectual Property, the same to be held and enjoyed by the Assignee, its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by the Assignors if this sale had not been made, and the Assignee hereby accepts such sale, assignment, transfer, grant, conveyance and set over.

3. Warranties. Each Party represents, warrants, and covenants to the other Parties that: (A) such Party has the full power, authority and legal right to enter into and perform this Assignment; and (B) this Assignment is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

4. Recordation. The Assignors authorize and request the applicable Government Authorities to record the Assignee as owner of the Transferred Intellectual Property and of the entire title and interest in, to and under the same, for the sole use and enjoyment of the Assignee, its successors, assigns and other legal representatives.

5. Cooperation. Each Assignor hereby covenants and agrees that it will sign all lawful papers, execute all applications (including, but not limited to, powers of attorney, specific assignments, transfers and assurances), make all rightful oaths and use its reasonable best efforts at the request of the Assignee to aid the Assignee, its successors, legal representatives and assigns in obtaining and enforcing protection for the Transferred Intellectual Property and in enjoying the full benefits thereof.

6. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. A signature page to this Assignment or any other document prepared in connection with the transactions contemplated hereby which contains a copy of a Party's signature and which is sent by such party or its agent with the apparent intention (as reasonably evidenced by the actions of such party or its agent) that it constitute such Party's execution and delivery of this Assignment or such other document, including a document sent by facsimile transmission or by email in portable document format (pdf), shall have the same effect as if such party had executed and delivered an original of this Assignment or such other document.

(Signature page follows.)

IN WITNESS WHEREOF, the Assignors and the Assignee have duly executed and delivered this Assignment to be effective as of date first written above.

ASSIGNORS:

TELEDRIFT COMPANY

By: 
Name: John W. Chisholm
Title: Chief Executive Officer

TURBECO, INC.

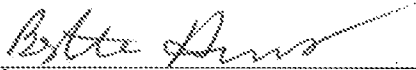
By: 
Name: John W. Chisholm
Title: Chief Executive Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

ASSIGNEE:

NATIONAL OILWELL DHT, L.P.

By: NOW Downhole Tools, Inc., its general partner

By: 

Name: Brigitte M. Hart

Title: Vice President, Assistant Secretary

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

TRADEMARK
REEL: 006109 FRAME: 0478

Schedule 1

Transferred Intellectual Property

GRANTED PATENTS

Owner	Country	Patent No.	Title	Grant Date
Turbeco, Inc.	United States	6,533,034	CENTRALIZED STOP COLLAR FOR FLOATING CENTRALIZER	3/18/2003
Teledrift Company	United States	7,735,579	MEASUREMENT WHILE DRILLING APPARATUS AND METHOD OF USING THE SAME	6/15/2010
Teledrift Company	Canada	2,621,416	MEASUREMENT WHILE DRILLING APPARATUS AND METHOD OF USING THE SAME	12/21/2010
Teledrift Company	United Kingdom	2,444,669	MEASUREMENT WHILE DRILLING APPARATUS AND METHOD OF USING THE SAME	11/10/2010
Teledrift Company	United States	8,251,160	MEASUREMENT WHILE DRILLING APPARATUS AND METHOD OF USING THE SAME	8/28/2012
Teledrift Company	United States	8,474,548	MEASUREMENT WHILE DRILLING APPARATUS AND METHOD OF USING THE SAME	7/2/2013

PENDING PATENT APPLICATIONS

Owner	Country	Application No.	Title	Filing Date
Teledrift Company	United States	15/348088	MEASUREMENT WHILE DRILLING APPARATUS AND METHOD OF USING THE SAME	11/10/2016
Teledrift Company	United States	14/592653	DOWNHOLE DEBRIS SENSOR SYSTEM FOR WELL DRILLING OPERATIONS	1/8/2015
Teledrift Company	United States	15/179571	MUD MOTOR APPARATUS AND SYSTEM	6/10/2016
Teledrift Company	United States	15/355681	MUD MOTOR APPARATUS AND SYSTEM	11/18/2016
Teledrift Company	United States	15/196362	REMOTE MONITORING AND CERTIFICATION FOR WELL DRILLING OPERATIONS SYSTEM	6/29/2016
Teledrift Company	United States	62/413171	CASING DRILLING APPARATUS AND SYSTEM	10/26/2016

REGISTERED TRADEMARKS

Owner	Country	Registration No.	Trademark	Registration Date
Turbeco, Inc.	United States	4572877	STEMULATOR	7/22/2014
Teledrift Company	United States	4591525	TELEDRIIFT	8/26/2014
Teledrift Company	United States	4858784	SPIDLE ROCKY MOUNTAIN KING	11/24/2015
Teledrift Company	United States	4858785	RMK	11/24/2015

PENDING TRADEMARK APPLICATIONS

Owner	Country	Application No.	Trademark	Filing Date
Teledrift Company	Canada	1745436	SPIDLE ROCKY MOUNTAIN KING	9/10/2015
Teledrift Company	Canada	1745439	RMK	9/10/2015

REGISTERED COPYRIGHTS

Owner	Country	Registration No.	Title	Registration Date
Teledrift Company	United States	Txu001767299	PROSIGHT SOURCE CODE	7/28/2011
Teledrift Company	United States	Txu001872744	FIELD TRAINING MANUAL	7/31/2013

[SCHEDULE 1 TO INTELLECTUAL PROPERTY ASSIGNMENT]

RECORDED: 07/19/2017

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