# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM443819

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fluid Inclusion Technologies, Inc.		11/16/2015	Corporation: OKLAHOMA

#### **RECEIVING PARTY DATA**

Name:	Schlumberger Technology Corporation	
Street Address:	5599 San Felipe	
Internal Address:	Suite 100	
City:	Houston	
State/Country:	TEXAS	
Postal Code:	77056	
Entity Type:	Corporation: TEXAS	

#### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	4073238	GAS CANNIBAL
Registration Number:	4186515	DQ1000
Registration Number:	4296440	PDQ-XRF
Registration Number:	4512435	PETROFECTA
Registration Number:	4296444	ROCK EYE

### **CORRESPONDENCE DATA**

Fax Number: 7136506458

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: 832-369-7852

Email: mboulware@boulwarevaloir.com, trademark@boulwarevaloir.com,

tmarshall@boulwarevaloir.com

Margaret A. Boulware **Correspondent Name:** Address Line 1: Three Riverway

Address Line 2: Suite 950

Address Line 4: Houston, TEXAS 77056

NAME OF SUBMITTER:	Margaret Boulware
SIGNATURE:	/margaret boulware/

**TRADEMARK** REEL: 006157 FRAME: 0482

900421773

DATE SIGNED:	09/19/2017		
Total Attachments: 6			
source=10 - Assignment of Marks (US)#page1.tif			
source=10 - Assignment of Marks (US)#page2.tif			
source=10 - Assignment of Marks (US)#page3.tif			
source=10 - Assignment of Marks (US)#page4.tif			
source=10 - Assignment of Marks (US)#page5.tif			
source=10 - Assignment of Marks (US)#page6.tif			

TRADEMARK REEL: 006157 FRAME: 0483

# ASSIGNMENT OF MARKS (United States)

#### November 16, 2015

This ASSIGNMENT OF MARKS (United States) (this "Agreement"), is made by FLUID INCLUSION TECHNOLOGIES, INC., an Oklahoma corporation ("Assignor"), WELLS SHENTWU ("Shentwu"), STEVEN STERNER ("Sterner"), DONALD HALL ("Hall"), in favor of SCHLUMBERGER TECHNOLOGY CORPORATION, a Texas corporation ("Assignee"). Each of Shentwu, Sterner and Hall may be referred to herein individually as a "Principal" and collectively as the "Principals". Assignor and each Principal may be referred to herein individually as a "Party" and collectively as the "Parties".

This Agreement is being delivered pursuant to that certain Asset Purchase Agreement, dated November 3, 2015 (the "Purchase Agreement"), by and among Assignee, Assignor, the Principals and certain other parties signatory thereto, pursuant to which (among other things) Assignor has agreed to transfer and assign to Assignee all of Assignor's rights, title and interests in, to and under all of the Assigned Marks (defined below). This Agreement may be used for recording with governmental authorities, including without limitation, the US Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration stipulated in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows effective as of the Effective Time:

- 1. **Defined Terms.** Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement.
- Assignor's worldwide right, title and interest in, to and under all of Assignor's United States servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed in Annex A hereto (collectively, the "Assigned Marks"), together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Assigned Mark, whether arising prior to or subsequent to the date of this Agreement, any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, and all related Intellectual Property of Assignor, the same to be held and enjoyed by Assignee, its successors and assigns from and after the Effective Time as fully and entirely as the same would have been held and enjoyed by Assignor had the assignment contemplated herein not been effected.
- 3. Purchase Agreement Terms. This Agreement is subject to the terms and conditions of the Purchase Agreement, which are incorporated herein by reference. In the event of any conflict or inconsistency in the terms of this Agreement and the Purchase Agreement, the Purchase Agreement shall control in all cases.
- Future Documents; Power of Attorney. Assignor hereby authorizes the Commissioner of Patents and any other governmental authority to record and register this Agreement upon request by Assignee. Assignor and each Principal covenants and agrees with Assignee that Assignor and such Principal shall execute, acknowledge and deliver such further instruments of conveyance and transfer and take such other action as may be reasonably required more effectively to convey, transfer to and vest in

Page 1 Assignment of Marks (United States) Assignee or its successors and assigns, and to put Assignee or its successors and assigns in possession of, any property and assets conveyed, assigned and delivered hereunder or otherwise to carry out the intent and purposes of this Agreement. In furtherance thereof, Assignor and each Principal hereby irrevocably constitutes and appoints Assignee as its true and lawful attorney-in-fact with full power of substitution, in the name of Assignor or such Principal or otherwise, and on behalf of and for the benefit of Assignee, to execute, acknowledge and deliver such further instruments of conveyance and transfer and take such other action as may be reasonably required more effectively to convey, transfer to and vest in Assignee or its successors and assigns, and to put Assignee or its successors and assigns in possession of, any property and assets conveyed, assigned and delivered hereunder or otherwise to carry out the intent and purposes of this Agreement, to institute and prosecute, in the name of Assignor or such Principal or otherwise, all proceedings that Assignee may deem proper in order to assert or enforce any claim, right or title of any kind in and to the Assigned Marks and related rights, to defend and compromise any and all actions, suits or proceedings in respect of any part thereof, and to do all such acts in relation thereto as Assignee shall deem advisable. Assignor and each Principal agrees that the foregoing powers are coupled with an interest and are irrevocable.

- 5. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas without regard to rules concerning conflicts of laws.
- 4. **Miscellaneous.** This Agreement may be amended or modified only by written instrument signed by each of the Parties. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. No delay in the exercise of any right under this Agreement shall waive such right. Any waiver, to be enforceable, must be in writing and signed by the Party from whom the waiver is sought. This Agreement may be executed in one or more counterparts, each of which shall have the force and effect of an original, but all of which together shall constitute one and the same instrument. A facsimile or other electronic transmission (including a .pdf) of a signed copy of this Agreement shall be effective as a valid and binding agreement between the Parties for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties as of and on the date first written above.

## ASSIGNOR:

	FLUID-INCITUAION TECHNOLOGIES, INC.
	Ву:
	Name: CONALD L. HALL
	Title: PRESIBENT
known to me (or proved to me on the basis of satisfa subscribed to the within instrument and acknowledged capacity and that by his signature on the instrument the person acted, executed the instrument.  Witness my hand and official seal.	return inclusion a examplogies, inc. personally actory evidence) to be the person whose name is to me that he executed the same in his authorized he person, or the entity upon behalf of which the whole which the whole which the whole who who was a constant of the whole who who was a constant of the whole whole who was a constant of the whole who wh
Notary Public # 05000 EXP. 05	11
William OF C	OKE I'M.

PRINCIPALS	: A	>		
WELLS SHEN	TWU			iiiaaang,
Ster	Jr	5.6	anne de la companya d	
STEVEN STEI	ENER			
	N())		$\mathcal{M}$	
DONALD HAI	L			******

Acknov	wledged and agro day of	ed2015;
~ ~ ~ ~	JMBERGER TE DRATION	CHNOLOGY
By: Name: Title:		

PRINCIPALS:	
WELLS SHENTWU	
STEVEN STERNER	
DONALD HALL	

Acknowledged and agreed this 16TH day of Nevenber 2015:

SCHLUMBERGER TECHNOLOGY

CORPORATION

By:  $\chi$ Name:

> Signature Pago Assignment of Marks (United States)

# ANNEX A TO ASSIGNMENT OF MARKS (United States)

	Registered Marks	
Mark	United States Registration No.	Registration Date
GAS CANNIBAL	4,073,238	12/20/11
DQ1000	4,186,515	08/07/12
PDQ-XRF	4,296,440	02/26/13
PETROFECTA	4,512,435	04/08/14
ROCK EYE	4,296,444	02/26/13

Unregistered Trade Names

"divining quad"

Annex A

4336605v3

**RECORDED: 09/20/2017** 

**TRADEMARK REEL: 006157 FRAME: 0489**