

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446685

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALTCem, LLC		07/31/2017	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	BJ Services, LLC		
Street Address:	11211 FM 2920 Rd.		
City:	Tomball		
State/Country:	TEXAS		
Postal Code:	77375		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4872068	ALTCEM	
Registration Number:	4872069	ALTCEM	
CORRESPONDENCE DATA			
Fax Number:	8004043970		
<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:	2062046200		
Email:	docketing@bracewell.com		
Correspondent Name:	Erin S. Hennessy		
Address Line 1:	Bracewell LLP		
Address Line 2:	701 Fifth Avenue, Suite 6200		
Address Line 4:	Seattle, WASHINGTON 98104		
NAME OF SUBMITTER:	Erin S. Hennessy		
SIGNATURE:	/Erin S. Hennessy/		
DATE SIGNED:	10/10/2017		
Total Attachments: 4			
source=Assignment of Trademarks - ALTCem, LLC to BJ Services, LLC#page1.tif			
source=Assignment of Trademarks - ALTCem, LLC to BJ Services, LLC#page2.tif			
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OP \$65.00 4872068

ASSIGNMENT OF TRADEMARK RIGHTS

This Trademark Assignment Agreement ("Trademark Assignment" or "Agreement"), dated as of [31], July, 2017, is made between ALTCem, LLC ("Assignor"), a limited liability company of Colorado, located at 475 17th St., Suite 460, Denver, Colorado 80202, and BJ Services, LLC ("Assignee"), a limited liability company of Delaware, located at 11211 FM 2920 Rd., Tomball, Texas 77375.

RECITALS

WHEREAS, Assignor owns the entire right, title and interest in and to certain U.S. trademarks, registered with the United States Patent and Trademark Office, as listed in attached Exhibit A (hereinafter referred to as "Trademarks");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Trademarks. Assignor hereby assigns to Assignee all of its rights, title and interest in and to the Trademarks, including:

- (a) the Trademarks, including the goodwill represented by the Trademarks; and
- (b) all rights of action on account of past, present and future infringement of the Trademarks by third parties.

2. Representations and Warranties. Assignor represents and warrants that:

- (a) Assignor owns the entire right, title and interest in and to the Trademarks;
- (b) all registrations for the Trademarks are currently valid and subsisting and in full force and effect;
- (c) Assignor has not licensed the Trademarks to any other person or entity or granted, either expressly or impliedly, any trademark rights with respect to the Trademarks to any other person or entity;
- (d) there are no liens or security interests against the Trademarks;
- (e) Assignor has all authority necessary to enter into this Trademark Assignment and the execution and delivery of this Agreement has been duly and validly authorized; and
- (f) execution of this Trademark Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.

3. Further Assurances. Assignor hereby covenants and agrees that it will at any time, upon the request and at the expense of Assignee, execute and deliver any and all papers and do all lawful acts that may be necessary to perfect the title to the Trademarks.

4. Governing Law. This Trademark Assignment and the obligations of the parties hereunder will be governed by and construed and enforced in accordance with the laws of the State of Texas, excluding any choice of law rules which may direct the application of the laws of any other jurisdiction.

5. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed to be an original and all of which together will be deemed to be one and the same instrument, binding on all parties hereto notwithstanding that all such parties are not signatories to the same counterpart.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

ALTCem, LLC


By: Kent J
Name: Kent Jamison
Title: Vice President

BJ Services, LLC

By: W
Name: Warren Zentgraf
Title: President of CEO

Exhibit A

Trademarks

Mark	Status/Key Dates	Goods/Services	Owner Information
<p>ALTCEM and Design</p>  <p>RN: 4872069 SN: 86583878</p>	<p>Registered December 15, 2015 Int'l Class: 37 First Use: August 19, 2015 Filed: April 1, 2015 Application Published: August 25, 2015 Registered: December 15, 2015</p>	<p>(Int'l Class: 37) cementing services for oil and gas wells</p>	<p>ALTCem, LLC (COLORADO LIMITED LIABILITY COMPANY) 475 17th St., Suite 460 Denver, Colorado 80202</p>
<p>ALTCEM RN: 4872068 SN: 86583873</p>	<p>Registered December 15, 2015 Int'l Class: 37 First Use: August 19, 2015 Filed: April 1, 2015 Application Published: August 25, 2015 Registered: December 15, 2015</p>	<p>(Int'l Class: 37) cementing services for oil and gas wells</p>	