

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453497

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Enviro Voraxial Technology, Inc.		03/13/2017	Corporation: IDAHO
Florida Precision Aerospace, Inc.		03/13/2017	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Schlumberger Technology Corporation		
Street Address:	300 Schlumberger Drive		
Internal Address:	MD 23		
City:	Sugar Land		
State/Country:	TEXAS		
Postal Code:	77478		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4036636	VORAXIAL	
CORRESPONDENCE DATA			
Fax Number:	7136506458		
<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:	8323697852		
Email:	tcurington@boulwarevaloir.com, trademark@boulwarevaloir.com, tmarshall@boulwarevaloir.com		
Correspondent Name:	Tim Curington		
Address Line 1:	Three Riverway		
Address Line 2:	Suite 950		
Address Line 4:	Houston, TEXAS 77056		
NAME OF SUBMITTER:	Bryan Galloway		
SIGNATURE:	/Bryan Galloway/		
DATE SIGNED:	12/06/2017		
Total Attachments: 11			

OP \$40.00 4036636

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Execution Version

TECHNOLOGY PURCHASE AGREEMENT

BETWEEN

**SCHLUMBERGER TECHNOLOGY CORPORATION,
SCHLUMBERGER CANADA LIMITED, AND
SCHLUMBERGER B.V.**

AND

**ENVIRO VORAXIAL TECHNOLOGY, INC. AND
FLORIDA PRECISION AEROSPACE, INC.**

Dated as of March 13, 2017

TECHNOLOGY PURCHASE AGREEMENT

This Technology Purchase Agreement dated as of February __, 2017, (the "Agreement") is by and between

Schlumberger Technology Corporation, a Texas corporation, Schlumberger Canada Limited, a Canadian entity, and Schlumberger B.V., an entity organized under the laws of the Netherlands, (collectively "Purchasers"); and

Enviro Voraxial Technology, Inc., an Idaho corporation, and Florida Precision Aerospace, Inc. a Florida corporation ("Sellers").

WHEREAS, Sellers presently conduct the Business and own various assets related thereto;
and

WHEREAS, Sellers desire to sell, transfer and assign to Purchasers, and Purchasers desire to acquire and assume from Sellers, all of the Purchased Assets, all as more specifically provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

ARTICLE 1 DEFINITIONS

"Purchased Intellectual Property" means all intellectual property rights (including the right to sue and collect past damages for infringement or misappropriation thereof) owned by, used by, or assigned to Sellers in connection with the Business and arising from or in respect of the following, whether protected, created or arising under the laws of the United States or any other jurisdiction:

(i) all patents and patent applications (whether active, expired or abandoned) worldwide, including continuations, divisionals, counterparts, continuations-in-part, or reissues of patent applications and patents issuing thereon or related thereto (collectively, "Patents"),

(ii) all trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, internet domain names and corporate names and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof, (collectively, "Marks"),

ARTICLE 2
PURCHASE AND SALE OF ASSETS

2.1 PURCHASE AND SALE OF ASSETS. Subject to the terms and conditions of this Agreement, at Closing Purchasers shall (or shall cause its designated Affiliate or Affiliates to) purchase, acquire and accept from Sellers, and Sellers shall sell, transfer, assign, convey and deliver to Purchasers (or its designated Affiliate or Affiliates) all of Sellers' right, title and interest in, to and under the Purchased Assets, free and clear of all Liens. "Purchased Assets" shall mean each of the following assets:

- (a) the Purchased Intellectual Property; and
- (b) all Documents related to the Business or to the Purchased Intellectual Property.

ARTICLE 3
CONSIDERATION

3.1 CONSIDERATION. The ~~appropriate consideration~~ for the Purchased Assets shall be an amount in cash equal to (the "Purchase Price").

5.4 TITLE TO PURCHASED ASSETS, RIGHT TO CONDUCT BUSINESS. Sellers exclusively own and have good title to each of the Purchased Assets, free and clear of all Liens. There are no restrictions of any kind related to the use of the Purchased Assets in conducting the Business; nor are there any restrictions on conducting the Business as Sellers would conduct in their Ordinary Course of Business.

Purchaser:
independe

roperty.

**ARTICLE 9
CLOSING DELIVERABLES**

9.1 SELLERS' DELIVERABLES. At Closing, Sellers shall deliver, or shall cause to be delivered, to Purchasers:

- (b) a duly executed Bill of Sale and Intellectual Property Assignment and Grant-Back License Agreement in the form of Exhibit A hereto signed by Sellers;

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

Schlumberger Technology Corporation

By: Andrea Shaffer

Name: Andrea Shaffer

Title: Vice President

Schlumberger B.V.

By: _____

Name: _____

Title: _____

Schlumberger Canada Limited

By: _____

Name: _____

Title: _____

ENVIRO VORAXIAL TECHNOLOGY, INC.

By: QBL

Name: John A. Di Bella

Title: President

FLORIDA PRECISION AEROSPACE, INC.

By: QBL

Name: John A. Di Bella

Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

Schlumberger Technology Corporation

By: _____

Name: _____

Title: _____

Schlumberger B.V.

By: *[Signature]*

Name: Wim EA Janssens

Title: Director

Schlumberger Canada Limited

By: _____

Name: _____

Title: _____

ENVIRO VORAXIAL TECHNOLOGY, INC.

By: *[Signature]*

Name: John A. Di Bella

Title: President

FLORIDA PRECISION AEROSPACE, INC.

By: *[Signature]*

Name: John A. Di Bella

Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

Schlumberger Technology Corporation

By: _____

Name: _____

Title: _____

Schlumberger B.V.

By: _____

Name: _____

Title: _____

~~Schlumberger Canada Limited~~

~~By: _____~~

~~Name: Mark O'Byrne~~

~~Title: President~~

ENVIRO VORAXIAL TECHNOLOGY, INC.

By: [Signature]

Name: John A. Di Bella

Title: President

FLORIDA PRECISION AEROSPACE, INC.

By: [Signature]

Name: John A. Di Bella

Title: President

5.6(a)
Listing of Certain Intellectual Property

2. Trademarks

- a. Voraxial®, U.S. Trademark Registration No. 4036636, and U.S. Trademark Serial No. 76704144.
- b. All unregistered trademark rights to the *Voraxial* trademark.