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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM458891

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lubrizol Oilfield Solutions, Inc.		02/01/2017	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	ClearWELL Oilfield Solutions Limited
Street Address:	21 Church Road
City:	Poole
State/Country:	UNITED KINGDOM
Postal Code:	BH14 8UF
Entity Type:	Private Limited Company: UNITED KINGDOM

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4842460	CLEARWELL

### **CORRESPONDENCE DATA**

**Fax Number:** 6175744112

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:** 617-574-3546

**Email:** trademark@goulstonstorrs.com

Correspondent Name: Andrew J. Ferren

Address Line 1: 400 ATLANTIC AVENUE

Address Line 4: Boston, MASSACHUSETTS 02110

### DOMESTIC REPRESENTATIVE

Name: Andrew J. Ferren
Address Line 1: 400 Atlantic Avenue

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Andrew J. Ferren
SIGNATURE:	/Andrew J. Ferren/
DATE SIGNED:	01/22/2018

**Total Attachments: 5** 

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TRADEMARK REEL: 006255 FRAME: 0288

### TRADEMARK ASSIGNMENT

This Trademark Assignment is effective as of the 1st day of February, 2017 by and between Lubrizol Oilfield Solutions, Inc., having a place of business at 29400 Lakeland Boulevard, Wickliffe, Ohio 44092, U.S.A. ("<u>Assignor</u>"), and ClearWELL Oilfield Solutions Limited, having a registered office address at 21 Church Road, Poole, Dorset, BH14 8UF United Kingdom ("<u>Assignee</u>").

WHEREAS, Assignor and Assignee have entered into an Acquisition Agreement (the "Acquisition Agreement") dated as of February 1, 2017.

WHEREAS, in accordance with the Acquisition Agreement, Assignor has agreed to execute this Assignment to transfer to Assignee all of Assignor's right, title and interest in and to the trademarks listed on the attached Schedule A for Pending/Registered Marks ("Trademarks").

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

- 1. <u>Assignment</u>. Assignor hereby assigns, sells, transfers, and conveys to Assignee its entire and undivided right, title and interest in and to the Trademarks, together with all the goodwill associated therewith all applications to register and registrations for the trademarks, as well as all of its rights to injunctive relief, damages or profits, due or accrued, arising out of all causes of action, past and future, for infringement or other violation of the Trademarks, or any other violation or injury to the goodwill associated with the Trademarks and the right to sue for and recover the same in its own name and that of its successors and/or assigns.
- 2. <u>Definitions</u>. Unless otherwise defined herein, terms capitalized and used herein will be defined as they are defined in the Acquisition Agreement.

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TRADEMARK REEL: 006255 FRAME: 0289 3. <u>Governing Law</u>. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas without regard to

choice of law principles.

4. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, each

of which shall be deemed an original and all of which shall together constitute one and the same

instrument.

5. <u>Amendments</u>. This Assignment shall not be amended, modified, or supplemented

except by a written instrument signed by an authorized representative of each of the parties hereto.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

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IN WITNESS WHEREOF, this Trademark Assignment is executed as of the date first set forth above.

Lubrizol Oilfield Solutions, Inc. (Assignor)

By:

Name: Suzanne F. Day

Title: President

Subscribed and sworn to before me this 31 day of 1000, 2017

Notary Public

Print Name:

SEAL

Jessica Reyes Notary Public, State of Texas My Commission Expires May 15, 2019 ACCEPTED:

CLEARWELL OILFIELD SOLUTIONS LIMITED

By: Markey Class

Name: MARTIN CLARK

Title: MANAGING SIRECTOR

Witness:

Name: Paolo lauretti

Address: 8, Deep A. Deeroir

92300 levellors-France

# SCHEDULE /

	COUNTRY		DATE	APPLICATION	REGISTRATION	REGISTRATION	REGISTERED
MARK	NAME	STATUS	FILED	NUMBER	DATE	NUMBER	OWNER
ClearWELL (signal	Canada	Pending	Aug 20,	1690375			Lubrizol
transmitter			2014				Oilfield
device)							Solutions, Inc.
ClearWELL (signal	European	Pending	Aug 21,	013189576	Jan 12, 2015	013189576	Lubrizol
transmitter	Union		2014				Oilfield
device)							Solutions, Inc.
ClearWELL (signal	United	Pending	Aug 19,	86370961	Oct 27, 2015	4842460	Lubrizol
transmitter	States of		2014				Oilfield
device)	America						Solutions, Inc.

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**RECORDED: 01/22/2018**