

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473330

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHEMATUR TECHNOLOGIES AB		01/11/2016	Aktiebolag:
RECEIVING PARTY DATA			
Name:	KELLOGG BROWN & ROOT LLC		
Street Address:	601 JEFFERSON STREET		
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	Limited Liability Company: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75300025	WEATHERLY	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	TRADEMARKS@KBR.COM		
Correspondent Name:	KELLOGG BROWN & ROOT LLC		
Address Line 1:	601 JEFFERSON STREET		
Address Line 4:	HOUSTON, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	TM078		
NAME OF SUBMITTER:	PATSI DAVIS		
SIGNATURE:	/PATSI DAVIS/		
DATE SIGNED:	05/09/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Agreement”) is entered into by and between Kellogg Brown & Root LLC, a company organized under the laws of the State of Delaware, having a business mailing address at 601 Jefferson Street, Houston, TX 77002 (“Assignee”), and Chematur Technologies AB, corporate registration number 556607-2277, a company organized under the laws of Sweden having a business mailing address at Baggängsvägen 43, SE-691 46 Karlskog (“Assignor”). Assignor and Assignee are parties to that certain Purchase Agreement dated as of January 11, 2016 (the “Purchase Agreement”), pursuant to which Assignee will acquire the Equity Securities of Weatherly Inc., a corporation validly existing and duly organized under the laws of Georgia, and certain Related Assets and assume certain Assumed Liabilities. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement.

BACKGROUND

WHEREAS, Assignor is the owner of the trademark set forth on Exhibit A and described below; and

WHEREAS, Assignor desires to transfer to Assignee, and Assignee desires to receive from Assignor, Assignor’s entire right, title and interest in and to such trademark.

NOW THEREFORE, in consideration of the mutual promises provided herein, and for other good and valuable consideration, including \$1.00, the receipt and adequacy of which each party hereby acknowledges, and intending to be legally bound hereby, the parties agree as follows:

AGREEMENT

1. **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally conveys and assigns to Assignee (a) all of Assignor’s right, title, and interest in and to the trademark set forth on Exhibit A (the “Mark”), together with the goodwill of the business symbolized by and associated with the Mark, including all common law rights and trademark registrations for the Mark, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made; and (b) all rights to income, royalties, and license fees deriving from the Mark, all claims for damages by reason of past, present and future infringement or misappropriation of the Mark, and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform all acts that are reasonably necessary to permit and assist Assignee or its successor or assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Mark. Such acts may include executing additional documents and assisting and cooperating in the registration and enforcement of the Mark or participating in legal proceedings. If Assignee or its successor or assignee is unable, for any reason, to obtain a signature of Assignor on a document necessary to perfect the transfer or assignment of the Mark, Assignor hereby irrevocably appoints Assignee as its agent and attorney-

in-fact, which appointment is coupled with an interest, to act for and on behalf of Assignor to execute, verify, and file any documents with the same legal force and effect as if executed by Assignor.

3. REPRESENTATIONS AND WARRANTIES. Assignor represents and warrants that Assignor has the full right and authority to enter into this Agreement and to grant the rights granted and perform its obligations hereunder, and that Assignor has not granted to any third party any security interest, option, lien, license, or encumbrance of any nature, on the Mark. Assignor further represents and warrants that following execution of this Agreement it and its affiliates, and their employees, contractors, consultants, and agents will have no further right to (and will not) use or display the Mark, any derivation of the Mark, or any other trademark, service mark, or source identifier that may be confusingly similar to the Mark, other than if requested to do so by Assignee.

4. NO ROYALTY OBLIGATIONS. Assignor acknowledges and agrees that Assignee or its successors or assignees shall not owe Assignor any royalties or other monetary obligations with respect to the Mark, or any other proprietary rights related to the business of Assignee.

5. GENERAL.

5.1 Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the substantive law of the State of New York (without giving effect to principles of conflicts of laws). Each party expressly and irrevocably consents to the jurisdiction of each such court (and each appellate court thereof).

5.2 Waiver; Amendment. Any agreement on the part of a party to any extension or waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by a party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time. This Agreement may not be amended, modified or supplemented except by written agreement of the parties.

5.3 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

5.4 Construction. This Agreement was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof..

5.5 Entire Agreement. This Agreement constitutes the entire agreement among the parties to this Agreement and supersedes all other prior agreements and understandings, both written and oral, among or between any of the parties with respect to the subject matter hereof and thereof.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

Kellogg Brown & Root LLC

(Assignee)

Signature: 

Name: JOHN DELISICH

Title: PRESIDENT

Date: January 11, 2016

W/My

Chematur Technologies AB

(Assignor)

Signature: _____

Name: _____

Title: _____

Date: _____

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

Kellogg Brown & Root LLC

(Assignee)

Signature: _____

Name: _____

Title: _____

Date: _____

Chematur Technologies AB

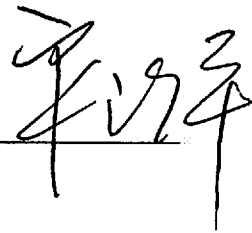
(Assignor)

Signature: _____

Name: Zhiping Song

Title: Authorized Signatory

Date: January 11, 2016



[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK

REEL: 006377 FRAME: 0064

Exhibit A

WEATHERLY - Reg. No. 2180348, USA