

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492353

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dresser, LLC (f/k/a Dresser, Inc.)		09/30/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Natural Gas Solutions North America, LLC		
Street Address:	16240 Port Northwest Drive		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77041		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	1066582	AL-CLAD	
Registration Number:	2686415	ANDCO	
Registration Number:	2711158	ANDCO A	
Registration Number:	2726813	EAGLE	
Registration Number:	2704343	ELECTRIPOWR	
Registration Number:	3199656	ICIP	
Registration Number:	2717311	RCS	
Registration Number:	0970695	ROOTS	
Registration Number:	3670526	SOLARLITE	
Registration Number:	3662624	SOLAR SOLUTIONS	
Registration Number:	2796827	SUREPOWR	
Registration Number:	3272945	TEXSTEAM	
Registration Number:	2047675	ULTRASEAL	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	(212) 455-2121		
Email:	jmull@stblaw.com		
TRADEMARK			

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Correspondent Name: Elizabeth Gladstone
Address Line 1: 425 Lexington Avenue
Address Line 4: New York, CALIFORNIA 10017

ATTORNEY DOCKET NUMBER: 011958/0244

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 10/02/2018

Total Attachments: 9

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TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK ASSIGNMENT AGREEMENT (“**Agreement**”), dated as of September 30, 2018, by and between Dresser, LLC, a Delaware limited liability company (f/k/a Dresser, Inc.) (“**Assignor**”), and Natural Gas Solutions North America, LLC, a Delaware limited liability company (“**Assignee**”).

Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in that certain Equity Purchase Agreement (as may be amended, modified or supplemented from time to time, the “**Purchase Agreement**”), dated as of July 17, 2018, by and between Baker Hughes, a GE company, LLC, a Delaware limited liability company (“**Seller**”), and NGS US Finco, LLC, a Delaware limited liability company (“**Buyer**”).

A. Buyer and Seller have entered into the Purchase Agreement pursuant to which Buyer has agreed to purchase the Transferred Equity Interests.

B. Pursuant to the Purchase Agreement, Seller has agreed to cause Assignor to transfer its Transferred Assets, including the Trademarks set forth on Schedule 1 hereto (such Trademarks, the “**Transferred Trademarks**”) to Assignee.

C. Assignor and Assignee have entered into that certain Bill of Sale, Assignment and Assumption Agreement as of even date herewith pursuant to which Assignor has transferred its Transferred Assets (including the Transferred Trademarks) to Assignee.

D. Assignor and Assignee are entering into this Agreement to restate, evidence and confirm the transfer of the Transferred Trademarks to Assignee.

Intending to be legally bound, the parties hereto agree as follows:

1. Effective as of the date hereof, on the terms and subject to the conditions set forth in the Purchase Agreement (including Section 2.03 thereof), Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all of Assignor’s right, title and interest in, to and under the Transferred Trademarks, including (i) any and all goodwill associated therewith, (ii) all rights therein provided by international treaties or conventions, (iii) all reissues, extensions and renewals of any of the foregoing and (iv) all rights to sue and recover damages for past, present and future infringement or other violation thereof or conflict therewith.

2. Assignor hereby authorizes Assignee to request, and hereby requests, the Commissioner for Trademarks of the United States and any other official of any applicable governmental authority in any jurisdiction to record and issue any and all Trademarks included in the Transferred Trademarks to and in the name of Assignee. Assignor agrees to duly execute, acknowledge, procure, and deliver any further documents and any information and to do such other acts as may be reasonably requested by the Assignee to (i) record the Assignee as the beneficial and record owner for each Transferred Patent and (ii) effect the transfer of the Transferred Patents to Assignee as contemplated hereby.

3. The respective rights of Assignor and Assignee with respect to the Transferred Trademarks sold, conveyed, assigned, transferred and delivered hereby shall be governed exclusively by the Purchase Agreement, and nothing in this Agreement shall alter any liability or obligation arising under the Purchase Agreement. If there is any conflict or inconsistency between the provisions of the Purchase Agreement and this Agreement, the provisions of the Purchase Agreement shall govern.

4. This Agreement shall be binding upon and inure to the benefit of and be enforceable by Assignee and Assignor and their respective successors and permitted assigns. This Agreement is not intended to, and shall not be construed to, confer upon any Person, other than Assignor and Assignee, any rights or remedies hereunder.

5. This Agreement will be exclusively governed by and construed and enforced in accordance with the internal Laws of the State of New York, without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of New York to be applied.

6. No waiver, modification or change of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

7. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Facsimiles, e-mail transmission of .pdf signatures or other electronic copies of signatures shall be deemed to be originals.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignee and Assignor have caused this Trademark Assignment Agreement to be executed by their duly authorized representatives as of the date first above written.

ASSIGNOR:

DRESSER, LLC (f/k/a Dresser, Inc.)

By: *Lee White*

Name: *Lee White*

Title: *VP Marketing*

ASSIGNEE:

NATURAL GAS SOLUTIONS NORTH AMERICA, LLC

By: _____

Name:

Title:

IN WITNESS WHEREOF, Assignee and Assignor have caused this Trademark Assignment Agreement to be executed by their duly authorized representatives as of the date first above written.

ASSIGNOR:

DRESSER, LLC (f/k/a Dresser, Inc.)

By: _____

Name:

Title:

ASSIGNEE:

NATURAL GAS SOLUTIONS NORTH AMERICA, LLC

By:  _____

Name: *JEFF RAMMAL*
Title: *SOLE OFFICER*

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

Schedule 1
Transferred Trademarks

(See attached)

Transferred Trademarks

GRN	Trademark	Country	Application No	Application Date	Registration No	Registration Date	Trademark Status	Owner
3989405	AL-CLAD	Canada	507333	1-Aug-83	301472	4-Apr-85	Registered	Dresser, LLC
3981377	AL-CLAD	USA	73043804	10-Feb-75	1066582	31-May-77	Registered	Dresser, LLC
3980976	ANDCO	USA	76409652	17-May-02	2686415	11-Feb-03	Registered	Dresser, LLC
4006163	ANDCO & DEVICE	Mexico	573066	30-Oct-02	809784	14-Oct-03	Registered	Dresser, LLC
4002201	ANDCO A & DESIGN	USA	76413627	30-May-02	2711158	29-Apr-03	Registered	Dresser, LLC
4015725	ANDCO (STYLISED) & DESIGN	Canada	1156379	21-Oct-02	609333	4-May-04	Registered	Dresser, LLC
	EAGLE	Canada	1146392	10-Jul-02	609399	5-May-04	Registered	Dresser, LLC
	EAGLE	USA	76409653	17-May-02	2726813	17-Jun-03	Registered	Dresser, LLC
3979827	ELECTRIPWR	USA	76411161	20-May-02	2704343	8-Apr-03	Registered	Dresser, LLC
3986031	ELECTRIPWR	United Kingdom	2304778	9-Jul-02	2304778	20-Dec-02	Registered	Dresser, LLC
3985816	ELECTRIPWR	Canada	1146393	10-Jul-02	610735	19-May-04	Registered	Dresser, LLC
3985817	ELECTRIPWR	India	1117519	9-Jul-02	1117519	9-Jul-02	Registered	Dresser, LLC
	ICIP	USA	78606669	12-Apr-05	3199656	16-Jan-07	Registered	Dresser, LLC

GRN	Trademark	Country	Application No	Application Date	Registration No	Registration Date	Trademark Status	Owner
3980293	RCS	Canada	1159973	22-Nov-02	609655	6-May-04	Registered	Dresser, LLC
3985615	RCS	United Kingdom	2304777	9-Jul-02	2304777	20-May-05	Registered	Dresser, LLC
3986739	RCS	USA	76409651	17-May-02	2717311	20-May-03	Registered	Dresser, LLC
3981290	RCS	India	1118101	11-Jul-02	1118101	11-Jul-02	Registered	Dresser, LLC
4016154	ROOTS	EUTM	4028775	15-Sep-04	4028775	3-Jan-06	Registered	Dresser, LLC
3986664	ROOTS	Mexico	2059597	8-Jun-18	Pending	Pending	Pending	Dresser, LLC
3981270	ROOTS	New Zealand	719536	7-Oct-04	719536	8-Sep-05	Registered	Dresser, LLC
3927996	ROOTS	Japan	S41-061028	19-Oct-66	826095	17-Jul-69	Registered	Dresser, LLC
3984278	ROOTS	Peru	483100	30-Mar-87	66034	30-Mar-87	Registered	Dresser, LLC
3945937	ROOTS	Russian Federation	98705453	2-Apr-98	179744	20-Sep-99	Registered	Dresser, LLC
3984704	ROOTS	USA	72416646	25-Feb-72	970695	16-Oct-73	Registered	Dresser, LLC
3990439	ROOTS	Argentina	2923143	18-Jun-09	2360353	16-Apr-10	Registered	Dresser, LLC
3980392	ROOTS	Canada	269963	15-Jun-62	130277	22-Mar-63	Registered	Dresser, LLC
3980462	ROOTS	Brazil	827274610	29-Mar-05	827274610	2-Oct-07	Registered	Dresser, LLC
3926142	ROOTS	Australia	1024032	7-Oct-04	1024032	7-Oct-04	Registered	Dresser, LLC

GRN	Trademark	Country	Application No	Application Date	Registration No	Registration Date	Trademark Status	Owner
3926986	ROOTS	China	4288369	27-Sep-04	4288369	14-Apr-07	Registered	Dresser, LLC
4015536	ROOTS (STYLISED) & DESIGN	Canada	269964	15-Jun-62	TMA131106	24-May-63	Registered	Dresser, LLC
3983035	ROOTSMETER	Canada	288258	23-Mar-65	142849	26-Nov-80	Registered	Dresser, LLC
3984910	SOLARLITE	USA	77483664	27-May-08	3670526	18-Aug-09	Registered	Dresser, LLC
4016155	SOLARLITE	Canada	1419234	24-Nov-08	TMA844276	21-Feb-13	Registered	Dresser, LLC
3982061	SOLARLITE	Mexico	976445	26-Nov-08	1089109	10-Mar-09	Registered	Dresser, LLC
	SOLAR SOLUTIONS	Canada	1412015	24-Sep-08	TMA797921	18-May-11	Registered	Dresser, LLC
	SOLAR SOLUTIONS	USA	77483646	27-May-08	3662624	4-Aug-09	Registered	Dresser, LLC
3990436	SUREPOWR	India	1117518	9-Jul-02	1117518	9-Jul-02	Registered	Dresser, LLC
3980754	SUREPOWR	Canada	1146394	10-Jul-02	619572	15-Sep-04	Registered	Dresser, LLC
4016151	SUREPOWR	USA	76411160	20-May-02	2796827	23-Dec-03	Registered	Dresser, LLC
3981130	SUREPOWR	United Kingdom	2304911	9-Jul-02	2304911	27-Dec-02	Registered	Dresser, LLC
3990435	TEXSTEAM	Mexico	804755	6-Sep-06	953986	21-Sep-06	Registered	Dresser, LLC
4016150	TEXSTEAM	Canada	1306239	21-Jun-06	TMA712484	22-Apr-08	Registered	Dresser, LLC

GRN	Trademark	Country	Application No	Application Date	Registration No	Registration Date	Trademark Status	Owner
3984907	TEXSTEAM	USA	78779374	22-Dec-05	3272945	31-Jul-07	Registered	Dresser, LLC
3981020	ULTRASEAL	USA	75088692	15-Apr-96	2047675	25-Mar-97	Registered	Dresser, LLC