

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506384

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ingrain Inc.		03/01/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Halliburton Energy Services Inc.		
Street Address:	3000 N. Sam Houston Pkwy E		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77032		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4255152	PLUGHD	
Registration Number:	4347462	RECONHD	
Registration Number:	3705217	VROCK	
Registration Number:	3475941	ROCK PROPERTIES IN REAL TIME	
Registration Number:	4456495	SHALEPAY	
Registration Number:	3867157	COREHD	
Registration Number:	3475942	INGRAIN	
Registration Number:	5135449	LITHOVISION	
Registration Number:	5558626	FABRICSML	
Registration Number:	5558627	FACIESML	
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:	ftmlegal@halliburton.com		
Correspondent Name:	Halliburton Energy Services Inc.		
Address Line 1:	3000 N. Sam Houston Pkwy E		
Address Line 4:	Houston, TEXAS 77032		
ATTORNEY DOCKET NUMBER:	2017-IPRO-147511		

CH \$265.00 4255152

NAME OF SUBMITTER:	SARAH ABUELAISH AUTHORIZED BY T. KRUEGER
SIGNATURE:	/Tenley Krueger/SA
DATE SIGNED:	01/17/2019
Total Attachments: 8 source=Ingrain Transfer Assignment#page1.tif source=Ingrain Transfer Assignment#page2.tif source=Ingrain Transfer Assignment#page3.tif source=Ingrain Transfer Assignment#page4.tif source=Ingrain Transfer Assignment#page5.tif source=Ingrain Transfer Assignment#page6.tif source=Ingrain Transfer Assignment#page7.tif source=Ingrain Transfer Assignment#page8.tif	

HALLIBURTON ENERGY SERVICES, INC.

Certificate of Secretary

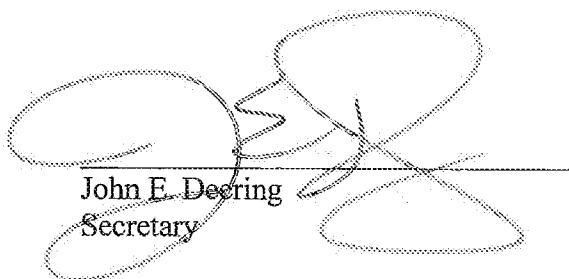
I, the undersigned, being the duly elected and qualified Secretary of Halliburton Energy Services, Inc., a company incorporated under the laws of the State of Delaware under registration number 0170416 (the "Company"), do hereby certify that pursuant to the Agreement and Plan of Merger dated July 5, 2017, by and among the Company, Ishtar Merger Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of the Company, Ingrain, Inc., a Delaware corporation, and Energy Ventures III AS, solely in its capacity as the initial Holder Representative, the Company acquired all of the issued and outstanding shares of stock of Ingrain, Inc. and its wholly-owned subsidiaries, including Ingrain Canada Inc., an Alberta corporation, and Ingrain Saudi Arabia Ltd., a Saudi Arabia limited liability company.

Furthermore, on March 1, 2018, Ingrain, Inc. sold, conveyed, assigned, and transferred certain enumerated assets to the Company as described more particularly in the Asset Purchase Agreement, dated the same and attached hereto.

I further certify that attached hereto is a true and correct copy of (1) the Certificate of Merger of Ishtar Merger Sub, Inc. with and into Ingrain, Inc. under the name Ingrain, Inc. and (2) the Asset Purchase Agreement by and between Halliburton Energy Services, Inc. and Ingrain, Inc., dated March 1, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company this 4th day of September, 2018.

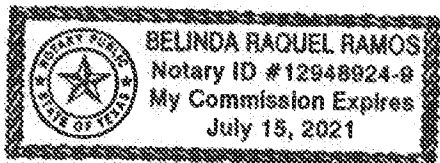
[CORPORATE SEAL]


John E. Deering
Secretary

UNITED STATES OF AMERICA §
STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared John E. Deering, Secretary of Halliburton Energy Services, Inc., a Delaware corporation,

known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, this 4th day of September, 2018.



Belinda Ramos
Notary Public, State of Texas

ASSET PURCHASE AGREEMENT

This **Asset Purchase Agreement** is entered into and effective as of March 1, 2018, between Halliburton Energy Services Inc., a Delaware corporation (the "**Buyer**"), and Ingrain Inc., a Delaware Corporation (the "**Seller**").

WHEREAS, the Seller owns and operates a business which specializes in the analysis of complex rock types in the oil and gas services industry (the "**Business**").

WHEREAS, the Seller has agreed to sell and the Buyer has agreed to purchase the Purchased Assets (as defined below).

NOW, THEREFORE, for and in consideration of the mutual covenants set forth in this agreement, the parties agree as follows:

1. Defined Terms. When used in this agreement, the following terms have the meanings indicated:

"**Purchased Assets**" means all of the assets of the Seller used or useful in the operation of the Business, including the following assets, but specifically excluding the Excluded Assets:

- a) all books, records, mailing lists, customer lists, advertising and promotional materials, equipment maintenance records, and all other documents used by the Seller in the Business (whether in hard copy or electronic form);
- b) all computers and related software, websites, office equipment, and office supplies used by the Seller in the Business;
- c) fixtures and furniture used by the Seller in the Business;
- d) phone system and any other technological equipment used by the Business;
- e) the trade name "Ingrain" and associated goodwill and all copyrights, patents, trademarks, trade secrets, and other intellectual property and associated goodwill;
- f) All telephone numbers associated with the Business;
- g) All internet domain names and all variants owned by the Seller and/or used in the Business;
- h) all social media accounts, including, without limitation Facebook, Google Plus, LinkedIn, Twitter and YouTube accounts, used in the Business; and

"**Excluded Assets**" means the following:

- a) all cash of the Seller;
- b) all accounts receivable of the Seller outstanding at the Effective Time;
- c) any ownership interests in any subsidiary companies;
- d) any assets used by Seller in conducting the Businesses of Seller's branches located in Columbia and the United Arab Emirates.

"Assumed Contracts" means any and all active purchase orders and/or contracts as of the effective date of this agreement.

2. Sale of the Purchased Assets and Assumption of the Assumed Contracts. Subject to the provisions set forth in this agreement, as of midnight at the beginning of the date of this agreement (the "Effective Time"), the Seller hereby sells, conveys, assigns, and transfers to the Buyer the Purchased Assets free and clear of any and all liens and encumbrances, and the Buyer hereby accepts the sale, conveyance, assignment, and transfer of the Purchased Assets and assumes the Buyer's obligations under the Assumed Contracts. The Seller and Buyer agree that the sale of the Purchased Assets under this agreement constitute the sale of the entire operating assets of a business qualifying as a Texas occasional sale (Sec. 151.304(a), Tax Code).

3. No Other Assumption of Liabilities. Except for the Assumed Contracts, the Buyer does not assume any obligation or liability of the Seller, and the Seller will continue to be liable for any and all liabilities of the Seller. The Buyer does not assume any liability under the Assumed Contracts arising before the Effective Time. The Seller will not be responsible for any liability that arises from the Buyer's operation of the Business after the Effective Time.

4. Purchase Price

5. Representations and Warranties. The Seller represents and warrants as a material inducement to the Buyer that all of the representations and warranties set forth below are true and correct in all respects as of the date of this agreement.

a. Consents. The Seller is not required to obtain the consent of any party to a contract or any governmental entity in connection with the execution, delivery, or performance by it of this agreement or the consummation of the transactions contemplated in this agreement.

b. Compliance with Laws. With respect to the operation of the Business by the Seller before the Effective Time, the Seller and its employees and officers are and at all times have been in compliance in all material respects with each law applicable to the Seller or to the operation of the Business.

c. Taxes. The Seller has, in respect of the Business, filed all tax returns that are required to be filed and has paid all taxes that have become due under the tax returns or under any assessment that has become payable or for which the Buyer may otherwise have any transferee liability. All monies required to be withheld by the Seller from employees for income taxes and social security and other payroll taxes have been collected or withheld and either paid to the respective governmental bodies or set aside in accounts for such purpose.

d. Litigation. There are no claims or suits pending or, to the Seller's knowledge, threatened by or against the Seller (1) relating to or affecting the Business or Purchased Assets or (2) by or against any employee of the Seller relating to or affecting the Business or Purchased Assets. There are no judgments, decrees, orders, writs, injunctions, rulings, decisions, or awards of any court or governmental body to which the Seller is a party or is subject with respect to any of the Purchased Assets is subject.

e. Financial Information: Ordinary Course. The financial information the Seller provided to the Buyer is accurate, correct, and complete, is in accordance with the books and records of the Seller, and presents fairly the results of operation and financial condition of the Seller's Business. The Seller has operated the Business in the ordinary course before the Effective Time.

f. Title: Condition of Purchased Assets. The Seller has good and marketable title to all of the Purchased Assets free and clear of all liens and encumbrances. Pursuant to this agreement, the Seller conveys to the Buyer good and marketable title to all of the Purchased Assets, free and clear of all liens and encumbrances. All equipment and signs are in working order and the premises will pass all inspections necessary to conduct the Business.

g. Product Warranties. The Seller provides no express or implied warranty, indemnification, or guarantee to any of its customers at any time in excess of the warranty provided by the applicable product manufacturer. Each product sold or service rendered by the Seller is and has been sold or rendered, as applicable, in conformity with all applicable contractual commitments and all express and implied warranties, and the Seller does not have any liability (and there is no basis for any present or future proceeding) for replacement or repair thereof or other damages, liabilities, or obligations in connection therewith.

6. Confidentiality. As further consideration for the Purchase Price, the Seller agrees to hold in confidence information directly or indirectly involving the Business that is not available or open to the public generally (the "Confidential Information") and shall not use such Confidential Information for any purpose other than in furtherance of the Buyer's operation of the Business without the Buyer's express written consent. The Seller recognizes that Confidential Information involves one of the Buyer's valuable and unique assets.

7. Survival. Except as otherwise provided in this agreement, the representations and promises of the parties contained in this agreement will survive (and not be affected in any respect by) the Effective Time for the applicable statute of limitations as well as any investigation conducted by any party and any information which any party may receive.

8. Further Actions. At any time and from time to time after the date of this agreement: (1) the Seller shall execute and deliver or cause to be executed and delivered to the Buyer such other instruments and take such other action, all as the Buyer may reasonably request, in order to carry out the intent and purpose of this agreement; and (2) the Buyer shall execute and deliver or cause to be executed and delivered to the Seller such other instruments and take such other action, all as the Seller may reasonably request, in order to carry out the intent and purpose of this agreement.

9. Governing Law and Venue. This agreement and the transactions contemplated hereby will be construed in accordance with and governed by the internal laws (without reference to choice or conflict of laws principles) of the State of Texas. Any suit, action, or other proceeding brought against any of the parties to this agreement or any dispute arising out of this agreement or the transactions contemplated hereby must be brought either in the state or federal courts sitting in Harris County, Texas and by its execution and delivery of this agreement, each party accepts the jurisdiction of such courts and waives any objections based on personal jurisdiction or venue.

10. Assignment. No party may assign either this agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other party, except that the Buyer may assign any or all of its rights under this agreement, in whole or in part, without obtaining the consent or approval of any other party, (1) to any current or future affiliate of the Buyer, (2) to any entity into which the Buyer may be merged or consolidated, (3) in connection with any acquisition, restructuring, merger, conversion, or consolidation to which the Buyer may be a party, or (4) to a lender to the Buyer or its affiliates as collateral security for current or future obligations owed by the Buyer or its affiliates to the lender.

11. Notices. All notices and other communications under this agreement must be in writing and given by first class mail, return receipt requested, nationally recognized overnight delivery service, such as Federal Express, or personal delivery against receipt to the party to whom it is given, in each case, at the party's address set forth in this section 11, or sent by telefax to the number stated in Halliburton Company records for an appropriate director, officer, or manager of the notified party, or by electronic email (e-mail) to the address stated in the Halliburton Company records for an appropriate director, officer, or manager of the notified party, or such other address as the party may hereafter specify by notice to the other parties given in accordance with this section. Any such notice or other communication will be deemed to have been given as of the date the applicable delivery receipt for such communication is executed as received, when the telefax or email is sent, or in the case of mail, three days after it is mailed.

If to SELLER:

Ingrain Inc.
Attn: Barry Stewart
3733 Westheimer Rd,
Houston, Texas 77027

If to BUYER:

Halliburton Energy Services, Inc.
Attn: North American Regional Counsel
3000 North Sam Houston Parkway East
Houston, Texas 77032

12. Miscellaneous. This agreement contains the entire agreement between the parties with respect to the subject matter hereof and all prior negotiations, writings, and understandings relating to the subject matter of this agreement are merged in and are superseded and canceled by, this agreement. This agreement may not be modified or amended except by a writing signed by the parties. This agreement is not intended to confer upon any person or entity not a party (or their successors and permitted assigns) any rights or remedies hereunder. This agreement may be signed in any number of counterparts, each of which will be an original with the same effect as if the signatures were upon the same instrument, and it may be signed electronically. The captions in this agreement are included for convenience of reference only and will be ignored in the construction or interpretation hereof. If any date provided for in this agreement falls on a day which is not a business day, the date provided for will be deemed to refer to the next business day. Any provision in this agreement that is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction will be ineffective only to the extent of such invalidity, illegality, or unenforceability without affecting in any way the remaining provisions hereof; provided, however, that the parties will attempt in good faith to reform this agreement in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. The Exhibits and Schedules to this agreement are a material part of this agreement and are incorporated by reference herein.

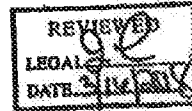
[Signature page follows.]

Each of the undersigned has caused this Asset Purchase Agreement to be duly executed and delivered as of the date first written above.

Halliburton Energy Services Inc. (BUYER):



By:
Name: Trey Clark
Title: V.P.



Ingrain Inc. (SELLER):



By:
Name: A. EDWARD GROFF
Title: Director

Registration Number	Mark Name	Country	Class Number	Application Number	Application Date	Registration Date
4,255,152	PlughD	United States	042	85/474378	11/16/2011	12/04/2012
4,347,462	ReconHD	United States	042	85/445165	10/12/2011	06/04/2013
3,705,217	vRock	United States	042	77/7715688	04/16/2009	11/03/2009
3,475,941	Rock Properties in Real Time	United States	042	77/353448	12/17/2007	07/29/2008
4,455,495	ShalePay	United States	042	85/814131	01/02/2013	12/24/2013
3,867,157	CoreHD	United States	042	77/962996	03/19/2010	10/26/2010
3,475,942	Ingrain	United States	042	77/353456	12/17/2007	07/29/2008
5,135,449	Lithovision	United States	09	86/826377	11/19/2015	02/07/2017
5,558,626	FabricsML	United States	042	87/527195	07/13/2017	09/11/2018
5,558,627	FaciesML	United States	042	87/527232	07/13/2017	09/11/2018

TRADEMARK