

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522397

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GE Energy Oilfield Technology		03/12/2019	Corporation:
RECEIVING PARTY DATA			
Name:	Prime Downhole Manufacturing LLC		
Street Address:	800 Northpark Central Drive		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77073		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2890376	CENTERFIRE	
Registration Number:	2961196	TENSOR	
Registration Number:	4956387	DIRECTIVE	
Registration Number:	3884527	ELECTRO TRAC	
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>			
Phone:	7137513239		
Email:	jmcwhirter@kslaw.com		
Correspondent Name:	Jill A. McWhirter		
Address Line 1:	1100 Louisiana St.		
Address Line 4:	Houston, TEXAS 77002		
NAME OF SUBMITTER:	Jill A. McWhirter		
SIGNATURE:	/Jill A. McWhirter/		
DATE SIGNED:	05/07/2019		
Total Attachments: 7			
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Trademark Assignment

This Trademark Assignment is made and entered into this 12th day of March, 2019, by and between GE Energy Oilfield Technology, Inc., with a place of business at 17021 Aldine Westfield Road, Houston, TX 77073 ("Assignor"), and Prime Downhole Manufacturing LLC, with a place of business at 800 Northpark Central Drive, Suite 100, Houston, TX 77073 ("Assignee").

WHEREAS, Assignor and Assignee are parties that certain Asset Purchase Agreement dated the 12th day of March, 2019 ("Effective Date");

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor shall assign to Assignee and Assignee shall acquire from Assignor all right, title and interest in and to the trademarks, the applications for registration thereof, the registrations thereof and the trade names identified on Schedule A hereof and all goodwill related thereto as part of the Transferred Assets (as that term is defined in the Asset Purchase Agreement) ("collectively, the "Trademarks"),

WHEREAS, Assignee is the successor to the portion of the business of the Assignor to which the Trademarks pertain, which business is ongoing and existing, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060; and

WHEREAS, the assignment of the Trademarks shall be made of record in the United States Patent and Trademark Office and the corresponding agencies in any other applicable countries as required; and

WHEREAS, Assignor agrees that it will execute or arrange for execution of such further assignment documents or other legal instruments as may be required, if any, from Assignor to permit Assignee to obtain recordation of the assignment of the Trademarks from Assignor to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee, effective as of the Effective Date, all right, title and interest in and to said Trademarks, for the United States and for all other countries, including, without limitation, all corresponding rights that are or may be secured under the laws of the United States or any other country or under international conventions and treaties, now or hereafter in effect, the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns, or other legal representatives, to the end of the term or terms for which the Trademarks are granted, as fully and entirely as would have been held and enjoyed by Assignor if this assignment had not been made as well as all causes of action (either in law or in equity) related thereto, and the right to sue, counterclaim, and recover damages for past, present or future infringement or other unauthorized use of the Trademarks.

This Trademark Assignment may be executed simultaneously in any number of counterparts (which may be by electronic transmission), each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

To the extent that any provision of this Trademark Assignment conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement will govern.

This Trademark Assignment and any dispute arising out of or related to or in connection with this Assignment shall be governed by, and construed in accordance with, the laws of the State of Texas, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Trademark Assignment as of the date first set forth above.

GE Energy Oilfield Technology, Inc.
(Assignor)

By: *Spencer DePhillips*
Name: Spencer DePhillips
Title: Vice President

ACKNOWLEDGMENT

STATE OF Texas)
)
COUNTY OF Harris)

Before the undersigned authority duly empowered to administer oaths personally appeared the individual identified above who, after being duly sworn, attested that he/she is the authorized representative of the party identified above, and that he/she signed the foregoing instrument with full authority to do so on behalf of such party.

This 11th day of March, 2019.

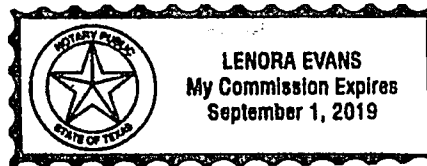
[Signature]

Notary Public

[NOTARY SEAL]

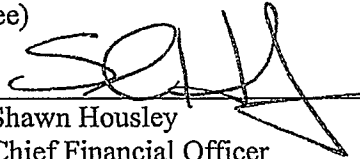
My commission expires:

September 1, 2019



[Signature Page to Trademark Assignment]

Prime Downhole Manufacturing LLC
(Assignee)

By: 
Name: Shawn Housley
Title: Chief Financial Officer

[Signature Page to Trademark Assignment]

SCHEDULE A

Trademarks

[see attached]

Schedule 3
Trademarks

TRADEMARK	APPLICATION NO.	REGISTRATION NO.	TRADEMARK STATUS	COUNTRY
CENTERFIRE	78235055	2890376	Registered	United States of America
ELECTRO TRAC	77897996	3884527	Registered	United States of America
TENSOR	78292864	2961196	Registered	United States of America

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Schedule 3
Trademarks

TRADEMARK	APPLICATION NO.	REGISTRATION NO.	TRADEMARK STATUS	COUNTRY
DIRECTIVE	86207421	4956387	Registered	United States of America