

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536007

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vallourec Drilling Products USA, Inc.		04/25/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Grant Prideco, L.P.		
Street Address:	7909 Parkwood Circle Drive		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77036		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4800389	CRUSHFREE	
CORRESPONDENCE DATA			
Fax Number:	7132388008		
<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:	7132388000		
Email:	tmhou@conleyrose.com		
Correspondent Name:	Gregory L. Maag		
Address Line 1:	P.O. Box 3267		
Address Line 4:	Houston, TEXAS 77253-3267		
ATTORNEY DOCKET NUMBER:	3420-03100		
NAME OF SUBMITTER:	Gregory L. Maag		
SIGNATURE:	/gregory l. maag/		
DATE SIGNED:	08/09/2019		
Total Attachments: 8			
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TRADEMARK

REEL: 006716 FRAME: 0734

**AGREEMENT FOR THE ASSIGNMENT OF TRADE MARKS AND
PATENTS TO NOV**

This Agreement is made on 25 April, 2018 (hereinafter the "Effective Date").

BETWEEN THE UNDERSIGNED:

VALLOUREC OIL AND GAS FRANCE, a *société par actions simplifiée*, duly organized and existing under the laws of France, having its registered office at 54 rue Anatole France, 59620 Aulnoye-Aymeries, France, represented by Frederic Arnou duly empowered (hereinafter "VOGF"), formerly known as Vallourec Mannesmann Oil & Gas France;

VALLOUREC DEUTSCHLAND GmbH, duly organized and existing under the laws of Germany, having its registered office at Theodorstraße 109, 40472 Düsseldorf, represented by Frederic Arnou duly empowered (hereinafter "VAD"), formerly known as V&M Deutschland GmbH and successor-in-interest to Vallourec Mannesman Oil & Gas Germany GmbH,

VALLOUREC DRILLING PRODUCTS FRANCE, duly organized and existing under the laws of France, having its registered office at 5 rue des Guérins - B.P. 45, 58200 Cosne-Cours-sur-Loire, France, represented by Frederic Arnou duly empowered (hereinafter "VDPF"), formerly known as VAM Drilling France and successor-in-interest to Société de Matériel de Forage Industriel (hereinafter "SMFI"),

VALLOUREC DRILLING PRODUCTS USA, INC., duly organized and existing under the laws of Delaware, having its registered office at 6300 Navigation Blvd., Houston, TX 77011, USA, represented by Frederic Arnou duly empowered (hereinafter "VDP USA"), formerly known as VAM Drilling USA, Inc. VDP USA is also the assignee of certain intellectual property assets from OMSCO Inc., a Delaware corporation,

Each of VOGF, VAD, VDPF and VDP USA hereinafter referred to as an "Assignor" and together the "Assignors"

on the one hand

AND:

TUBOSCOPE VETCO (FRANCE) SAS, a French *société par actions simplifiée*, duly organized and existing under the laws of France, having its registered office at comble du Pré Piémard - B.P 36 - 59145 Berlaimont, France, represented by Trevor Brian Martin in his capacity as Managing Director ("**Tube France**"), and

GRANT PRIDECO, L.P., a Delaware limited partnership having its principal place of business at 7909 Parkwood Circle Drive, Houston, Texas 77036 USA, represented by Trevor Brian Martin in his capacity as Manager of Grant Prideco Holding LLC, the general partner of Grant Prideco, L.P. ("**GP**").

- lease the Products, cause the Products to be leased, have the Products leased;
- loan the Products, cause the Products to be loaned, have the Products loaned;
- distribute the Products, cause the Products to be distributed, have the Products distributed;
- use the Products, cause the Products to be used, have the Products used;
- import/export the Products, cause the Products to be imported/exported, have the Products be imported/exported; and
- dispose of the Products, cause the Products to be disposed, have the Products disposed.

Products mean any and all apparatuses, machines, and systems, in particular forging machines, implementing, supplied or used under the Licensed-back Items.

SMFI has the meaning set forth in the preamble to this Agreement.

Territory means all the territories in which the Trade Marks, the Patents, the Licensed-back Items are in force as they are identified respectively in the tables provided under Appendix A, Appendix B1, Appendix B2, and Appendix D to this Agreement.

Trade Marks means the registered Trade Marks (or applications thereof) listed in Appendix A to this Agreement.

Tubo France has the meaning set forth in the preamble to this Agreement.

VAD has the meaning set forth in the preamble to this Agreement.

VDP Business has the meaning set forth in the recitals to this Agreement.

VDPF has the meaning set forth in the preamble to this Agreement.

VDP USA has the meaning set forth in the preamble to this Agreement.

VMD has the meaning set forth in the preamble to this Agreement.

VOGF has the meaning set forth in the preamble to this Agreement.

ARTICLE 2 – SUBJECT MATTER OF THE ASSIGNMENT

2.1 In consideration of the Assignees' undertaking to pay the Lump Sum:

- (i) Each of VAD, VDPF, and VOGF hereby assigns, transfers, and sets over to Tubo France, which accepts, (A) full and absolute title and interest to the Trade Marks, Domain Names and the Patents owned by such Assignor; (B) the unionist priority right attached to such Patents and Trade Marks; and (C) the right to file any proceedings for any act of infringement, unfair

competition, passing off or parasitism of goodwill occurring prior to or following the Effective Date in relation to such Trade Marks, Domain Names and/or Patents;

(ii) VDP USA hereby assigns, transfers, and sets over to GP, which accepts, (i) full and absolute title and interest to the Trade Marks and the Patents owned by such Assignor; (ii) the unionist priority right attached to such Patents and Trade Marks; and (iii) the right to file any proceedings for any act of infringement, unfair competition, passing off or parasitism of goodwill occurring prior to or following the Effective Date in relation to such Trade Marks and/or Patents;

(iii) If it is discovered after the Effective Date that an Affiliate of the Assignors that is not party to this Agreement owns any of the Patents or Trade Marks or Domain Names, the Assignors agree to promptly procure the assignment by such Affiliate to the relevant Assignee at the Assignors' cost and expense; and

(iv) The relevant Assignee shall, as of the Effective Date, be solely subrogated in all and any rights, claims and privileges to which relevant Assignor is entitled over such Trade Marks and the Patents and shall acquire absolute title to, and be entitled to undisturbed enjoyment of, such Trade Marks and the Patents which it may use unconditionally in the future.

- 2.2 Subject to the condition precedent of clearing the right of first refusal of Baker Hughes, the provisions of Article 2.1 above will apply *mutatis mutandis* to the Potentially Assigned Patents upon the earlier to occur of (i) forty-five (45) days after receipt of notice by Baker Hughes of the relevant Assignor's intent to transfer the Potentially Assigned Patents to the relevant Assignee, if Baker Hughes has not responded within such timeframe that it wishes to exercise its right of first refusal with respect to the Potentially Assigned Patents and (ii) receipt by the Assignors of confirmation from Baker Hughes that it does not intend to exercise any right of first refusal with respect to the Potentially Assigned Patents. The Assignors shall promptly notify Assignees of any confirmation received from Baker Hughes in relation to the foregoing clause (ii).
- 2.3 The Assignors authorize the United States Patent and Trademark Office and any other applicable jurisdiction outside the United States to record the transfer of the Patents to the relevant Assignee as recipient of the relevant Assignor's right, title and interest therein.
- 2.4 The Assignors further agree to: (a) for a period of six (6) months after the Effective Date, cooperate with the Assignees in the prosecution and maintenance of the rights associated with the Patents including foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer; and (c) perform such other acts as Assignees lawfully may request to obtain or maintain the Patents in any and all countries.

IN WITNESS WHEREOF, duly authorized representatives of the Parties have executed this Agreement as of the Effective Date in eight (8) originals.

ASSIGNORS

VALLOUREC OIL AND GAS FRANCE

By: [Signature]

Name: Frédéric Arnou

Title: MAA and Strategic Projects director

VALLOUREC DEUTSCHLAND GMBH

By: [Signature]

Name: Frédéric Arnou

Title: MAA and Strategic Projects director

VALLOUREC DRILLING PRODUCTS FRANCE

By: [Signature]

Name: Frédéric Arnou

Title: MAA and Strategic Projects director

VALLOUREC DRILLING PRODUCTS USA, INC.

By: [Signature]

Name: Frédéric Arnou

Title: MAA and Strategic Projects director

IN WITNESS WHEREOF, duly authorized representatives of the Parties have executed this Agreement as of the Effective Date in eight (8) originals.

ASSIGNEES

TUBOSCOPE VETCO (FRANCE) SAS

By: *Trevor Brian Martin*

Name: Trevor Brian Martin

Title: Managing Director

GRANT PRIDECO, L.P.

By: Grant Prideco Holding, LLC, its general partner

By: *Trevor Brian Martin*

Name: Trevor Brian Martin

Title: Manager

[SIGNATURE PAGE TO AGREEMENT FOR THE ASSIGNMENT OF TRADE MARKS AND PATENTS
TO NOV]

APPENDIX A - TRADE MARKS

[See attached.]

Appendix A - Trademarks

Mark Name	Status	Country	International Classes	Filed Date	Application Number	Registration Date	Registration Number	Owner	Owner registered name*
CRUSHFREE	Allowed	Angola	6	2014-05-19	40166			VDPUS	VDPUS
CRUSHFREE	Allowed	Angola	7	2014-05-19	40167			VDPUS	VDPUS
CRUSHFREE	Registered	Brazil	6	2014-05-23	907733670	2017-01-10	907733670	VDPUS	VDPUS
CRUSHFREE	Registered	Brazil	7	2014-05-23	907733697	2016-12-13	907733697	VDPUS	VDPUS
CRUSHFREE	Application	Ghana	6	2014-05-20	001220/2014			VDPUS	VDPUS
CRUSHFREE	Application	Ghana	7	2014-05-20	001221/2014			VDPUS	VDPUS
CRUSHFREE	Application	Nigeria	6	2014-05-21	2014/17917			VDPUS	VDPUS
CRUSHFREE	Application	Nigeria	7	2014-05-21	2014/17918			VDPUS	VDPUS
CRUSHFREE	Registered	O.A.P.I.	6,7	2014-05-16	3201401814	2014-10-31	79637	VDPUS	VDPUS
CRUSHFREE	Registered	United States of America	6,7	2013-11-26	66/129168	2015-08-25	4806389	VDPUS	VDPUS
ERS 425	Registered	Brazil	6	1999-06-15	821724886	2003-09-09	800130180996	VDPFR	VDF
ERS 425	Registered	European Union IPO	6	1999-06-09	001200641	2000-07-18	001200641	VDPFR	VDF
ERS 425	Registered	France	6	1999-02-25	99/777693	1999-08-06	99/777693	VDPFR	VDF
ERS 425	Registered	Mexico	6	1999-05-14	375322	1999-06-17	613970	VDPFR	VDF
HYDROCLEAN	Registered	Brazil	7	2001-05-29	823944417	2007-04-17	823944417	VDPFR	VDPFR
HYDROCLEAN	Registered	Canada	7	2001-03-18	1096443	2004-03-31	TMA606766	VDPFR	VDPFR
HYDROCLEAN	Registered	European Union IPO	7	1999-03-23	001114313	2000-10-03	001114313	VDPFR	VDF
HYDROCLEAN	Registered	France	7	1999-02-12	99/774949	1999-07-23	99/774949	VDPFR	VDF
HYDROCLEAN	Registered	United States of America	7	1999-06-03	75/768371	2001-02-20	2429421	VDPFR	VDF
X-FORCE	Acknowledged	Algeria	6,7,9,42					VOGF	VOGF
X-FORCE	Acknowledged	Azerbaijan	6,7,9,42					VOGF	VOGF
X-FORCE	Acknowledged	China	6,7,9,42					VOGF	VOGF
X-FORCE	Registered	European Union IPO	6,7,9,42	2017-05-26	016768236	2017-10-25	016768236	VOGF	VOGF
X-FORCE	Registered	France	6,7,9,42	2017-05-24	4363990	2017-09-15	4363990	VOGF	VOGF
X-FORCE	Acknowledged	International	6,7,9,42					VOGF	VOGF
X-FORCE	Acknowledged	Japan	6,7,9,42					VOGF	VOGF
X-FORCE	Acknowledged	Kazakhstan	6,7,9,42					VOGF	VOGF
X-FORCE	Acknowledged	Mexico	6,7,9,42					VOGF	VOGF
X-FORCE	Acknowledged	Norway	6,7,9,42					VOGF	VOGF
X-FORCE	Acknowledged	Russian Federation	6,7,9,42					VOGF	VOGF

Appendix A - Trademarks

X-FORCE	Application	United Arab Emirates	42	2017-11-15	282958			VOGF	VOGF
X-FORCE	Application	United Arab Emirates	6	2017-11-15	282955			VOGF	VOGF
X-FORCE	Application	United Arab Emirates	7	2017-11-15	282956			VOGF	VOGF
X-FORCE	Application	United Arab Emirates	9	2017-11-15	282957			VOGF	VOGF
X-FORCE	Acknowledged	United States of America	6,7,9,42					VOGF	VOGF

**to the best of our knowledge*