

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548908

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CAMERON INTERNATIONAL CORPORATION | | 09/27/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | SENSIA LLC | | |
| Street Address: | 200 WESTLAKE PARK BLVD. | | |
| City: | HOUSTON | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77079 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2904400 | CALDON | |
| Registration Number: | 4908644 | CAMCOR | |
| Registration Number: | 5000964 | CLIF MOCK | |
| Registration Number: | 0707500 | FLOCO | |
| Registration Number: | 5786653 | LEFM | |
| Registration Number: | 1712821 | SCANNER | |
| Registration Number: | 2079058 | SCANNER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2149994667 | | |
| <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: | 214-999-4702 | | |
| Email: | IPDocketing@foley.com | | |
| Correspondent Name: | KAY LYN SCHWARTZ c/o FOLEY & LARDNER LLP | | |
| Address Line 1: | 2021 MCKINNEY AVENUE, SUITE 1600 | | |
| Address Line 4: | DALLAS, TEXAS 75201 | | |
| ATTORNEY DOCKET NUMBER: | 123960-3022, et al | | |
| NAME OF SUBMITTER: | Kay Lyn Schwartz | | |
| SIGNATURE: | /Kay Lyn Schwartz/ | | |

OP \$190.00 2904400

| | |
|---------------------|------------|
| DATE SIGNED: | 11/11/2019 |
|---------------------|------------|

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") dated as of September 27, 2019 (the "Effective Date"), is made by and between Cameron International Corporation, a corporation of the state of Delaware, having an address of 5599 San Felipe, 16th Floor, Houston, TX 77056 ("Assignor"), and Sensia LLC, a limited liability company of the State of Delaware, having an address of 200 Westlake Park Blvd, Houston, Texas 77079 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the record owner of the United States trademark registrations and United States trademark applications identified on Schedule A (collectively, the "Trademarks"); and

WHEREAS, pursuant to the Contribution Agreement (the "Contribution Agreement"), dated as of September 27, 2019, by and between Assignor and Assignee, Assignee has acquired and Assignor has assigned various assets, including the Trademarks, to Assignee.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Assignment, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby confirms that it assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Trademarks in the United States of America, including without limitation all goodwill associated therewith, all registrations that have been or may be granted thereon and all applications for registrations thereof, and all records and files related thereto, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Trademarks, the right to prosecute, maintain and defend the Trademarks before any public or private agency, office or registrar, together with the right to sue and recover damages for all causes of action (either in law or in equity). Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record Assignee as the assignee of all of Assignor's right, title and interest in, to and under the Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

2. Cooperation. Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and assigns may reasonably request to effect the terms of this Assignment.

3. General Provisions. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Assignment, together with the Contribution Agreement, along with the Schedule to this Assignment, constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties with respect hereto. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by the parties hereto. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of laws that would require the application of the laws of any other jurisdiction.

5. Interpretation. To the extent there is any conflict between this Assignment and the Contribution Agreement, the relevant provision(s) in the Contribution Agreement shall control.

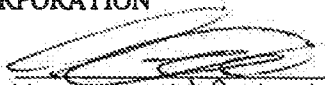
6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by its respective duly authorized representative as of the Effective Date.

CAMERON INTERNATIONAL
CORPORATION

By


Name: Scott Osterling
Title: Vice President

AGREED TO AND ACCEPTED:

SENSIA LLC

By

Name:
Title:

[Signature Page to the Trademark Assignment]


IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by its respective duly authorized representative as of the Effective Date.

CAMERON INTERNATIONAL
CORPORATION

By _____
Name:
Title:

AGREED TO AND ACCEPTED:

SENSIA LLC

By  _____
Name: Scott Osterling
Title: Vice President

[Signature Page to the Trademark Assignment]

4162-8893-4430

TRADEMARK
REEL: 006793 FRAME: 0396

Schedule A

| Mark | Status | App. No. | File Date | Class | Reg. No. | Assignee |
|--------------|--------------|-----------|-------------|--------|----------|-----------------------------------|
| CALDON | Registration | 76/542133 | 02 Sep 2003 | 09 | 2904400 | CAMERON INTERNATIONAL CORPORATION |
| CAMCOR | Registration | 86/708315 | 29 Jul 2015 | 09 | 4908644 | CAMERON INTERNATIONAL CORPORATION |
| CLIF MOCK | Registration | 86/406578 | 25 Mar 201 | 06; 09 | 5000964 | CAMERON INTERNATIONAL CORPORATION |
| FLOCO | Renewal | 7/2077090 | 06 Jul 1959 | 09 | 707500 | CAMERON INTERNATIONAL CORPORATION |
| LEFM | Registration | 88/188729 | 09 Nov 2018 | 09 | 5786653 | CAMERON INTERNATIONAL CORPORATION |
| SCANNER | Renewal | 74/147751 | 14 Mar 1991 | 09 | 1712821 | CAMERON INTERNATIONAL CORPORATION |
| SCANNER | Renewal | 75/121108 | 10 Jun 1996 | 09 | 2079058 | CAMERON INTERNATIONAL CORPORATION |