

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557883

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fairfield Industries Incorporated		12/17/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Fairfield Seismic Technologies LLC		
Street Address:	9811 Katy Freeway		
Internal Address:	Suite 1100		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77024		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87716281	ZLOF	
Serial Number:	87917026	ZXPLR	
CORRESPONDENCE DATA			
Fax Number:	4142975289		
<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:	4142712400		
Email:	jrodriguez@foley.com		
Correspondent Name:	Julie A. McGinnis - Foley & Lardner LLP		
Address Line 1:	777 East Wisconsin Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	121455-0642		
NAME OF SUBMITTER:	Julie A. McGinnis		
SIGNATURE:	/Julie A. McGinnis/		
DATE SIGNED:	01/16/2020		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective as of the 17th day of December, 2018, by and between Fairfield Industries Incorporated, a Delaware corporation ("Assignor") and Fairfield Seismic Technologies LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Asset Transfer Agreement, effective as of October 30, 2018 ("Agreement"), pursuant to the terms of which Assignor agreed to assign certain assets of Assignor, including the trademarks listed in the attached Schedule A (the "Marks") to Assignee; and

WHEREAS, Assignor and Assignee are desirous of making this Assignment a matter of record in the U.S. Patent and Trademark Office, and with any other appropriate foreign or international office or registrar; and

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, convey and transfer to Assignee the entire right, title and interest in, to and under said Marks, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, together with the goodwill of the business in connection with which the Marks are used and all rights of enforcement and recovery for past, present or future infringements or unauthorized uses of the Marks. Assignor further agrees to execute and deliver any documents necessary or appropriate to give effect to the intent and terms of this agreement. With respect to any intent-to-use trademark applications identified on Schedule A hereto, the transfer of such applications accompanies, pursuant to the Agreement, the transfer of that portion of the business to which the Mark pertains, and that business is ongoing and existing.

The execution and delivery of this Assignment shall not, in any way, affect or limit the rights and obligations of Assignor and Assignee under, or enlarge, restrict or otherwise modify, the terms of the Agreement.

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IN TESTIMONY WHEREOF, Assignor has, through its duly authorized representative, executed this Assignment as of the date and year first written above.

FAIRFIELD INDUSTRIES INCORPORATED

By: *[Handwritten Signature]*

Name: JOSE XAVIER

Title: CFO

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

SCHEDULE A

Packet No.	Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Goods
102179-0642	United States of America	ZLOP	87/716281	12/11/2017			Pending	CLASS 09: Seismic exploration machines and apparatus.; CLASS 42: Analysis services for oil field exploration; Design of seismic acquisition parameters, namely, models or plans for acquiring seismic data in connection with drilling operations.
102179-5001	United States of America	ZXPLR	87/917026	5/11/2018			Pending	CLASS 09: Seismic detection and data acquisition instruments.; CLASS 42: Providing services in the field of exploration for oil and gas, namely, conducting geophysical surveys, data acquisition and analysis; design of seismic acquisition parameters, models or plans for acquiring seismic data; seismic data acquisition, processing and analysis.