

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570630

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	10/18/2016

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Axon Technologies, Inc.		10/18/2016	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Axon Pressure Products, Inc.
Street Address:	8909 Jackrabbit road
City:	Houston
State/Country:	TEXAS
Postal Code:	77095
Entity Type:	Corporation: TEXAS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4424017	TYPE '80
Registration Number:	4462245	RIGSCOPE
Registration Number:	4874740	R4
Registration Number:	4739500	PRODUCTS THAT PERFORM
Registration Number:	4739499	ALTERNATIVE THINKING
Registration Number:	4739498	AFTERMARKET IS NOT AN AFTERTHOUGHT

CORRESPONDENCE DATA

Fax Number: 2146614899

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.

Phone: 214-953-6500

Email: daltmdept@bakerbotts.com

Correspondent Name: Baker Botts L.L.P.

Address Line 1: 2001 Ross Avenue

Address Line 2: Ste 900

Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Tami Day
SIGNATURE:	/Tami Day/
DATE SIGNED:	04/06/2020

TRADEMARK

Total Attachments: 4

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NUNC PRO TUNC TRADEMARK ASSIGNMENT

This *Nunc Pro Tunc* Trademark Assignment ("**Assignment**"), effective as of October 18, 2016 ("**Effective Date**"), is entered into by and between Axon Technologies, Inc., a Texas corporation with its address at 10343 Sam Houston Park Drive, Suite 210 Houston, Texas 77064, U.S.A. ("**Assignor**"), and Axon Pressure Products, Inc., a Texas corporation with its address at 8909 Jackrabbit Road, Houston, Texas 77095, U.S.A. ("**Assignee**").

WHEREAS, Assignor is the owner of all right, title and interest in and to the names, marks, trademarks, service marks, and logos, set forth on the attached "**Exhibit A**," and in and to the related registrations and pending applications therefor as shown on the attached Exhibit A, together with the goodwill of the business symbolized thereby and associated therewith (hereinafter, collectively the "**Marks**");

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to acquire all right, title and interest in and to the Marks, including, but not limited to, the related registrations and pending applications therefor, together with the goodwill of the business symbolized by the Marks throughout the world;

WHEREAS, Assignor and Assignee are parties to a Trademark Assignment (the "**Agreement**"), effective October 18, 2016, under which Assignor assigned, transferred, and conveyed to Assignee, all of its right, title and interest in and to certain assets, including, but not limited to the Marks; and

WHEREAS, to correct certain aspects of the Agreement, this Assignment abrogates, supersedes and replaces the Agreement; and

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which each party hereby acknowledges and confirms, intending to be legally bound hereby, the parties agree as follows:

1. Assignor hereby irrevocably assigns, transfers, grants, sets over and conveys *nunc pro tunc* to Assignee, its successors and assigns, without reservation of any rights, title or interest, all of Assignor's worldwide and/or universal rights, title, and interest in and to the Marks, including, but not limited to, the related applications and registrations therefor, the use of the Marks in commerce, together with the goodwill of the business symbolized by the Marks throughout the world, the same to be held and enjoyed by Assignee, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, subsidiaries, affiliates or other legal representatives, as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including, but not limited to, all common law rights of Assignor in the Marks. Assignor further assigns to Assignee the right to sue and recover damages, profits, payments, costs and/or attorneys' fees for claims of infringement, unfair competition, likelihood of confusion and/or dilution of the Marks, if any, arising before the Effective Date of this Assignment.

2. Assignor shall provide any further assistance necessary to effect the assignment of all rights, title and interest in and to the Marks to Assignee, including, but not limited to, the execution of any further documents and instruments, and take such other actions as may be

necessary or reasonably requested by Assignee to document the aforesaid assignment and transfer to Assignee or to enable Assignee to secure, register, maintain, enforce and otherwise fully protect its rights in and to the Marks, all without further consideration.

3. This Assignment, together with the Exhibit hereto, constitutes the final expression and the complete and exclusive integrated statement among the parties concerning the assignment of the marks identified in Exhibit A attached hereto to the Assignee, and for the avoidance of doubt, abrogates, supersedes and replaces the Agreement as defined hereinabove.

4. Each party hereby represents that its undersigned representative is authorized and legally competent to execute this Assignment as a binding and enforceable agreement. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A facsimile, .pdf or digital signature shall be deemed an original. The WHEREAS clauses of this Assignment are incorporated into and considered a part of this Agreement for all purposes, including when construing the effect of its provisions and the intent of the parties.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives, where applicable, as of the Effective Date.

AXON TECHNOLOGIES, INC.

(Assignor)

By: 
Name: Jeff Merecka
Title: Chief Financial Officer

AXON PRESSURE PRODUCTS INC.

(Assignee)

By: 
Name: Jeff Merecka
Title: Chief Financial Officer

**Exhibit A
Trademarks**

Mark	Country	Reg. No.	Reg. Date	Int'l. Class
TYPE '80	U.S.	4,424,017	October 29, 2013	9
RIGSCOPE	U.S.	4,462,245	January 7, 2014	9
R4 & Design R⁴	U.S.	4,874,740	December 22, 2015	42
PRODUCTS THAT PERFORM	U.S.	4,739,500	May 19, 2015	42
ALTERNATIVE THINKING	U.S.	4,739,499	May 19, 2015	42
AFTERMARKET IS NOT AN AFTERTHOUGHT	U.S.	4,739,498	May 19, 2015	42