

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579131

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CB&I Group Inc.		06/01/2020	Corporation: LOUISIANA
RECEIVING PARTY DATA			
Name:	Shaw Pipe Fabrication Holdings, LLC		
Street Address:	3191 West Lincoln Road		
City:	Lake Charles		
State/Country:	LOUISIANA		
Postal Code:	70605		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2685606	SHAW	
Registration Number:	2638976		
CORRESPONDENCE DATA			
Fax Number:	7137513290		
<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:	713-751-3200		
Email:	rdpatel@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	1100 Louisiana Street		
Address Line 2:	Suite 4000		
Address Line 4:	Houston, TEXAS 77002		
NAME OF SUBMITTER:	Christina Clayden		
SIGNATURE:	/Christina Clayden/		
DATE SIGNED:	06/02/2020		
Total Attachments: 4			
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ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this “*Agreement*”), dated June 1, 2020, is by and between CB&I Group Inc., a Louisiana corporation (“*Assignor*”) with an address of 2370 Towne Centre Blvd., Baton Rouge, LA 70806, and Shaw Pipe Fabrication Holdings, LLC, a Delaware limited liability company (“*Assignee*”) with an address of 3191 West Lincoln Road, Lake Charles, LA 70605.

W I T N E S S E T H

WHEREAS, Assignor desires to assign all of Assignor’s right, title and interest to the names, marks, trademarks, service marks and logos set forth on Exhibit A attached hereto, together with the goodwill of the business symbolized by the Marks (the “*Marks*”);

WHEREAS, Assignee desires to accept the assignment of the Marks;

WHEREAS, Assignee and Assignor now desire to evidence the assignment of all of Assignor’s right, title and interest to the Marks; and

NOW, THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignee and Assignor hereby agree as follows:

1. Assignment.

(a) Assignor hereby transfers, conveys, grants and assigns to Assignee, its successors and assigns, without reservation of any rights, title or interest, all right, title and interest in and to the Marks, including, but not limited to, the related 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 Agreement had not been made, including, but not limited to, all common law rights of Assignor in the Marks. Assignor further assigns to Assignee all causes of action (either in law or in equity) related thereto, and the right to sue, counterclaim, and recover damages, profits, payments, costs and/or attorneys’ fees for past, present and future claims of infringement, unfair competition, likelihood of confusion of the Marks, dilution of the Marks, and/or other unauthorized use of the Marks.

(b) Assignor shall provide, upon reasonable request and without further compensation, 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.

(c) Assignor authorizes the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Marks, and to issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

2. Further Assurances. From time to time after the date of this Agreement, without the payment of any additional consideration, each party hereto shall execute all such instruments and take all such other actions as the other party shall reasonably request in connection with

carrying out and effectuating the intent and purpose hereof and all of the transactions contemplated by this Agreement.

3. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

4. Amendments and Waivers. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by the party against whom enforcement of any such modification or amendment is sought.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any conflict of laws provisions thereof that would result in the application of the laws of any other jurisdiction.


6. Headings. The headings in this Agreement are for convenience of reference only and shall not constitute a part of this Agreement, nor shall they affect their meaning, construction or effect.

7. Counterparts; Electronic Delivery. This Agreement may be executed in two or more counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic means, such as facsimile or portable document format, shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

CB&I GROUP INC.

By: 
Name: Todd M. Kramers
Title: Authorized Signatory

SHAW PIPE FABRICATION HOLDINGS, LLC




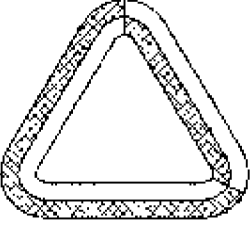
By: 
Name: Todd M. Kramers
Title: Authorized Signatory

Exhibit A

Marks

Registered Trademark	Location	Ser. No. / Reg. No	Filing Date / Reg. Date
Shaw & Triangle Design 	LOUISIANA	57-5972	11/07/2002
SHAW & Triangle Design 	UNITED STATES	76/291,010 / 2685606	07/27/2001 / 02/11/2003
Shaw Logo 	UNITED STATES	76/291,008 / 2638976	07/27/2001 / 10/22/2002

[Exhibit A to Assignment Agreement]