

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM582433

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ORION DRILLING COMPANY, LLC		06/18/2020	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	TITANIA DRILLING, LLC		
Street Address:	7900 Groening St.		
City:	Odessa		
State/Country:	TEXAS		
Postal Code:	79765		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3711849	BRIGHTER THINKING	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy J. Brougher, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7473.055		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	06/22/2020		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "**Assignment**"), dated as of June 18, 2020 (the "**Effective Date**"), is between ORION DRILLING COMPANY, LLC, a Texas limited liability company (the "**Assignor**") and TITANIA DRILLING, LLC, a Delaware limited liability company (the "**Assignee**"). The Assignor and the Assignee are sometimes referred to herein collectively as the "**Parties**".

RECITALS

A. The Assignor and the Assignee are parties to that certain Bill of Transfer, dated as of June 1, 2020 (the "**Agreement**"), pursuant to which, among other things, the Assignor has agreed to sell, assign, transfer, convey and deliver to the Assignee, and the Assignee has agreed to purchase from the Assignors, free and clear of all liens and security interests, all of the Assignor's right, title and interest in, to and under all of the Transferred Collateral, other than the Specified Collateral, including without limitation the Intellectual Property, all on the terms and subject to the conditions set forth in the Agreement.

B. The Assignor desires to sell, assign, transfer, convey and deliver to the Assignee, and the Assignee desires to purchase from the Assignor, free and clear of all liens and security interests, all of the Assignor's right, title and interest in, to and under the Intellectual Property Rights (as defined herein), all on the terms and subject to the conditions set forth herein.

C. As required by, and in accordance with, the Agreement, the Assignor is executing and delivering this Assignment.

AGREEMENT

In consideration of the foregoing and the mutual representations, warranties, covenants and agreements contained herein and in the Agreement, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

Section 1. Definitions. Capitalized terms used but not defined herein have the respective meanings given to such terms in the Agreement.

Section 2. Assignment. The Assignor hereby irrevocably and unconditionally grants, conveys, transfers and assigns to the Assignee, and the Assignee hereby accepts, free and clear of all liens and security interests, all of the Assignor's right, title and interest in and to all of the Intellectual Property, including without limitation the following (collectively, the "**Intellectual Property Rights**"):

(a) the trademark registration set forth on Schedule A hereto and all issuances, extensions, and renewals thereof (the "**Trademark**"), together with the goodwill associated with any of the foregoing, or of the business connected with the use of, and symbolized by, the Trademark.

Section 3. Retained Rights. The Assignor retains no rights in the Intellectual Property Rights.

Section 4. Further Assurances. The Assignor will provide the Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at the Assignee's request and sole expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) as are reasonably requested by the Assignee to evidence, effect or register the assignment of the Intellectual Property Rights to the Assignee. If the Assignee is unable for any reason, after reasonable effort, to secure the Assignor's signatures on any document needed to evidence, effect or register the assignment of the Intellectual Property Rights to the Assignee, the Assignor hereby irrevocably designates and appoints the Assignee and their duly authorized officers and agents as their agent and attorney in fact, which appointment is coupled with an interest, to act for and in their behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 4 with the same legal force and effect as if executed by the Assignor.

Section 5. Delivery. The Assignor will, on the Closing Date, deliver to the Assignee all copies of all tangible embodiments of the Intellectual Property Rights in the Assignor's possession or under the Assignor's control thereto (which will include all copies of all software, databases, and collections of data).

Section 6. Additional Rights. If and to the extent that, under or as a matter of any law in any jurisdiction, ownership, title, or any rights or interest in or to any Intellectual Property Rights cannot be assigned, transferred, and conveyed as provided in this Assignment, the Assignor agrees: (a) to make any additional assignment, conveyance, and transfer in or to any Intellectual Property Rights to the fullest extent permissible for the Assignee to receive the rights under this Assignment and the Agreement in and to all Intellectual Property Rights, and (b) with respect to the Intellectual Property Rights, to grant, and hereby grant, the Assignee an unlimited, exclusive, irrevocable, non-terminable, assignable, transferable, sublicenseable, worldwide, perpetual, paid-up, royalty-free license to use, make, have made, reproduce, display, perform, modify, create derivative works of, import, sell, offer to sell, distribute, advertise, and otherwise exploit and commercialize in any manner now known or in the future discovered and for whatever purpose, any Intellectual Property Rights that cannot be assigned as contemplated by this Assignment.

Section 7. Entire Agreement. All references in this Assignment shall include all Schedules hereto. This Assignment and the Agreement set forth the entire agreement of the Parties hereto in respect of the subject matter contained herein and therein and supersede all prior agreements, whether oral or written, by any officer, employee or representative of any Party hereto or thereto with respect to the subject matter hereof or thereof.

Section 8. No Third-Party Beneficiaries. Except as specifically set forth or referred to herein, nothing herein, expressed or implied, is intended or shall be construed to confer upon or give to any Person other than the Parties and their successors or assigns, any rights or remedies under or by reason of this Assignment.

Section 9. Assignments. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, but neither this Assignment nor any of the rights, interests or obligations under this Assignment shall be assigned by any of the Parties without the prior written consent of the other Party; *provided* that either Party may assign this Assignment in whole or in part, or delegate any obligation of such Party under this Assignment, to any Affiliate of such Party without the prior written consent of the other Party; *provided further* that, in connection with any such assignment by one Party to an Affiliate of such Party, the assignor shall remain responsible as a primary obligor in respect of any such assigned or delegated obligation.

Section 10. Amendment; Waiver. Subject to applicable Law, this Assignment may be amended, modified and supplemented only by written agreement among the Assignor and the Assignee that states that it is intended to be a modification of this Assignment. Any waiver by any Party of another Party's breach of, or any failure by any Party to insist upon strict compliance by another Party with, any obligation, covenant, agreement or condition in this Assignment to be performed or complied with by such other Party shall not be effective as a waiver thereof unless made by a written instrument signed by the waiving party, and shall not operate as a waiver, or estoppel with respect to, any subsequent or other breach of or failure to comply, by such other Party with any such obligation, covenant, agreement or condition in this Assignment.

Section 11. Agreement Controls. This Assignment is an instrument of transfer contemplated by, and executed pursuant to, the Agreement, and references in this Assignment to the Agreement are to the Agreement as it may be amended or waived from time to time in accordance with the terms thereof. This Assignment is intended only to effect the transfer of the Intellectual Property Rights, including the rights therein as provided in Section 2 of this Assignment, and nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the scope of the Intellectual Property or the warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations and indemnifications of any Party set forth in the Agreement, all of which will survive and remain in full force and effect notwithstanding the execution and delivery of this Assignment to the extent provided in the Agreement. In the event that a provision of this Assignment is inconsistent with, conflicts with or contradicts any term of the Agreement, the terms of the Agreement shall prevail.

Section 12. Severability. If any provision of this Assignment shall hereafter be held to be invalid or unenforceable for any reason, then such provision shall be reformed to the maximum extent permitted to preserve the Parties' original intent, failing which, it shall be severed from this Assignment, with the balance of this Assignment continuing in full force and effect. Such occurrence shall not have the effect of rendering the provision in question invalid in any other jurisdiction or in any other case or circumstances, or of rendering invalid any other provisions contained therein to the extent that such other provisions are not themselves actually in conflict with any applicable Law.

Section 13. Governing Law. THIS ASSIGNMENT SHALL BE DEEMED A CONTRACT UNDER, AND SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. THIS ASSIGNMENT

SHALL BE SUBJECT TO THE PROVISIONS OF THE AGREEMENT REGARDING GOVERNING LAW, SUBMISSION TO JURISDICTION, AND WAIVER OF JURY TRIAL SET FORTH IN THE AGREEMENT, AND SUCH TERMS AND PROVISIONS ARE HEREBY INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART HEREOF, *MUTATIS MUTANDIS*.

Section 14. Counterparts; Deliveries. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and shall constitute one and the same instrument. Facsimile and electronic signatures (i.e., via PDF) to this Assignment shall be valid.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

ASSIGNOR:

ORION DRILLING COMPANY, LLC

By: 

Name: _____

Its: _____

James Auler
Chief Financial Officer and Secretary

ASSIGNEE:

TITANIA DRILLING, LLC

By: _____ *Barbara J. S. McKee* _____
Name: _____ Barbara J. S. McKee _____
Its: _____ Managing Member _____

SCHEDULE A

Trademark

MARK	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
Brighter Thinking	77720395	3711849	11/17/2009	Orion Drilling Company