

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583057

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chicago Bridge & Iron Company		06/25/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Lummus Technology LLC		
Street Address:	10100 Bay Area Boulevard		
City:	Pasadena		
State/Country:	TEXAS		
Postal Code:	77507		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2451848	HYFORMING	
Registration Number:	2574998	H2DROGEN	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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:	212-390-4147		
Email:	michelle.nowicki@kirkland.com		
Correspondent Name:	Amanda Cirella		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	41358-41		
NAME OF SUBMITTER:	Amanda Cirella		
SIGNATURE:	//Amanda Cirella//		
DATE SIGNED:	06/25/2020		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of June 25, 2020 ("Effective Date"), by and between Chicago Bridge & Iron Company, a corporation, with its principal office at 1 CB&I Plaza 2103 Research Forest Drive The Woodlands, TX 77380 ("Assignor"), and Lummus Technology LLC, a limited liability company, with its principal office at 10100 Bay Area Boulevard, Pasadena, TX 77507 ("Assignee"). Each Assignor and Assignee may be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement hereby agree as follows:

Section 1. Assignment. Effective as of the date hereof, Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors, assigns, and legal representatives, and Assignee hereby acquires and accepts from Assignor, Assignor's entire ownership, right, title and interest in and to the Marks, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with the rights to (a) all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, (b) bring actions, defend against or otherwise recover for past, present or future infringement or other unauthorized use of the Marks, and (c) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof.

Section 2. Acknowledgement. The Assignor hereby acknowledges and agrees that from and after the date hereof, as between the Parties, the Assignee shall be the exclusive owner of the Marks. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Section 3. Further Assurances. From time to time, pursuant to Assignee's request, and without further consideration by Assignee, Assignor shall, and shall cause their respective affiliates to, execute, acknowledge and deliver all reasonable further conveyances, notices, assumptions, releases, acquittances, instruments and documents of conveyance and transfer or assumption, and take such other actions and shall execute and deliver such other documents, certifications and further assurances, in each case as may be necessary or appropriate to make effective the Assignment or enable Assignee (at Assignee's expense) to record its ownership of the Marks in relevant U.S. and foreign local, state and national trademark offices.

Section 4. Successors and Assigns. This Assignment is binding on and inures to the benefit of the Parties and their respective successors and assigns.

Section 5. Severability. If any term, provision, covenant or restriction of this Assignment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such a determination, the Parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 6. Amendments and Waivers. This Assignment may not be amended except by an instrument in writing signed by each Party. By an instrument in writing, Assignor, on the one hand, or Assignee, on the other hand, may waive compliance by the other with any term or provision of this Assignment that the other Party was or is obligated to comply with or perform. Such waiver or failure to insist on strict compliance with such term or provision shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure of compliance.

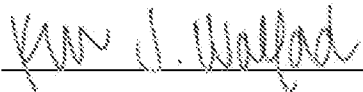
Section 7. Governing Law. This Assignment is for the benefit of the Parties, and shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

Section 8. Entire Agreement. This Assignment constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings relating to such subject matter. No Party to this Assignment shall be liable or bound to the other Party in any manner by any representations, warranties or covenants relating to such subject matter except as specifically set forth herein.

* * * * *

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

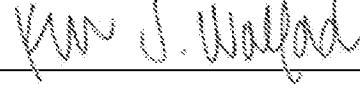
CHICAGO BRIDGE & IRON COMPANY



Name: Kimberly J. Wolford

Title: Assistant Secretary

LUMMUS TECHNOLOGY LLC



Name: Kimberly J. Wolford

Title: Assistant Secretary

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Mark	App. No. / App. Date	Reg. No. / Reg. Date
HYFORMING	75/713,148 / 05/24/1999	2451848 / 05/15/2001
H2DROGEN	75/789,251 / 08/31/1999	2574998 / 06/04/2002