

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM585841

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Archrock Services, L.P.		07/09/2020	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GE Oil & Gas Compression Systems, LLC		
<b>Street Address:</b>	16250 Port Northwest Drive		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77041		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3822975	TURBO SHIELD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6124927077		
<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>			
<b>Phone:</b>	6124927000		
<b>Email:</b>	plarson@fredlaw.com		
<b>Correspondent Name:</b>	Patricia A. Larson, Senior Paralegal		
<b>Address Line 1:</b>	Fredrikson & Byron, P.A.		
<b>Address Line 2:</b>	200 S. Sixth Street, Suite 4000		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Patricia A. Larson		
<b>SIGNATURE:</b>	/Patricia A. Larson/		
<b>DATE SIGNED:</b>	07/10/2020		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“Trademark Assignment Agreement”) is made and entered into effective as of July 9, 2020, by and between Archrock Services, L.P., a Delaware limited partnership, with an address at 9807 Katy Freeway, Suite 100, Houston, Texas 77024 (“Assignor”), and GE Oil & Gas Compression Systems, LLC, a Delaware limited liability company, with an address at 16250 Port Northwest Drive, Houston, Texas 77041 (“Assignee”).

Pursuant to the Asset Purchase Agreement of an even date herewith (the “Purchase Agreement”), to which the Assignor and Assignee are parties, Assignor has agreed to assign to Assignee all of its rights, title and interest in the trademark set forth on Annex A hereto (collectively, the “Assigned Trademark”), and to execute and deliver this Trademark Assignment Agreement for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office and corresponding entities and agencies in any applicable jurisdiction.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms used herein but not defined have the meanings set forth in the Purchase Agreement.

2. Assignment. Assignor hereby absolutely, irrevocably and unconditionally conveys, assigns, transfers and agrees to assign and deliver to Assignee and its successors and assigns forever, without any restrictions, limitations or reservations, and Assignee hereby accepts all of Assignor’s right, title and interest in and to the Assigned Trademark, together with the goodwill of the Business connected with the use of, and symbolized by, the Assigned Trademark, as fully and entirely as the same would have been held and enjoyed by Assignor had this Trademark Assignment Agreement not been made, including the following:

a) all (i) trademarks, and trademark applications and registrations, and all extensions and renewals thereof, set forth on Annex A hereto, provided that, with respect to the United States intent-to-use trademark applications set forth on Annex A, if any, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor’s business, or portion of the business to which the trademark pertains, and that business is ongoing and existing, and (ii) trademarks underlying the trademark registrations and applications set forth on Annex A;

b) any and all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

c) any and all royalties, fees, income, payments and other proceeds hereafter due or payable with respect to any and all of the foregoing; and

d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment Agreement upon request by Assignee. Following the date hereof, upon Assignee's reasonable request Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademark to Assignee, or any assignee or successor thereto.

4. Successors and Assigns. This Trademark Assignment Agreement will bind and inure to the benefit of Assignor and Assignees and their respective successors and permitted assigns.

5. Counterparts. This Trademark Assignment Agreement may be executed with original, facsimile, or .pdf signatures in one or more counterparts, each of which will be considered an original instrument, but all of which will be considered one and the same agreement, and will become binding when one or more counterparts have been signed by each of the parties and delivered to each of the Assignor and Assignee.

6. Severability. If any term or provision of this Trademark Assignment Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect the enforceability of any other term or provision of this Trademark Assignment Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

7. Controlling Terms. This Trademark Assignment Agreement is subject in all events to the terms and conditions of the Purchase Agreement. In the event of a conflict or inconsistency between this Trademark Assignment Agreement, the terms of the Purchase Agreement will prevail. Nothing in this Trademark Assignment Agreement is intended to waive, modify, expand or limit the terms and conditions of the Purchase Agreement.

8. Governing Law. Governing Law; Forum; Waiver of Jury Trial. Any dispute arising out of or relating to the negotiation, execution, delivery, interpretation, performance, non-performance, or enforcement of this Trademark Assignment Agreement will be governed by Section 7.10 of the Purchase Agreement, which is incorporated herein by reference.


[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment Agreement as of the date first written above.

**Assignor:** Archrock Services, L.P.

By: 

Name: Douglas S. Aron

Its: Senior Vice President and  
Chief Financial Officer 

**AGREED TO AND ACCEPTED:**

**Assignee:** GE Oil & Gas  
Compression Systems, LLC

By John Sargent  
Name: John Sargent  
Its: Chief Executive Officer

**Annex A**  
**Intellectual Property**

**Trademarks**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
TURBO SHIELD	United States (Federal)	3822975	July 20, 2010