

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM597152

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900561141

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lufkin Industries, LLC	FORMERLY Lufkin Industries, Inc.	06/30/2020	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Ravdos Holdings, Inc.
Street Address:	485 Lexington Avenue
Internal Address:	31st Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1330534	CHURCHILL
Registration Number:	3918326	LIFTMANAGER
Registration Number:	2670757	LUFKIN AUTOMATION
Registration Number:	2403707	NABLA
Registration Number:	3935919	REGEN
Registration Number:	3935920	REGEN WELL MANAGER

CORRESPONDENCE DATA

Fax Number: 3128767934

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: 3142595807

Email: trademarks.us@dentons.com

Correspondent Name: Benjamin P. Harbuck

Address Line 1: Wacker Drive Station, Willis Tower

Address Line 2: P.O. Box 061080

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 15805742.0001

NAME OF SUBMITTER:	Benjamin P. Harbuck
SIGNATURE:	/Benjamin P Harbuck/
DATE SIGNED:	09/11/2020
Total Attachments: 8 source=Notice-900561141#page1.tif source=CoverSheet-900561141#page1.tif source=DOC ID 900561141-Piston - Trademark Assignment (Non-Lufkin Marks) (Execution Version)(73106984_1)#page1.tif source=DOC ID 900561141-Piston - Trademark Assignment (Non-Lufkin Marks) (Execution Version)(73106984_1)#page2.tif source=DOC ID 900561141-Piston - Trademark Assignment (Non-Lufkin Marks) (Execution Version)(73106984_1)#page3.tif source=DOC ID 900561141-Piston - Trademark Assignment (Non-Lufkin Marks) (Execution Version)(73106984_1)#page4.tif source=DOC ID 900561141-Piston - Trademark Assignment (Non-Lufkin Marks) (Execution Version)(73106984_1)#page5.tif source=DOC ID 900561141-Piston - Trademark Assignment (Non-Lufkin Marks) (Execution Version)(73106984_1)#page6.tif	

TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this “Agreement”), dated as of June 30, 2020, (“Effective Date”) is made and entered into by and between Lufkin Industries, LLC (f/k/a Lufkin Industries, Inc.), a Texas limited liability company (“Assignor”), and Ravdos Holdings, Inc., a Delaware corporation (“Assignee”) (collectively referred to as the “Parties”).

WHEREAS, Baker Hughes Holdings LLC and Ravdos Parent Inc. (“Buyer”) entered into an Asset Purchase Agreement, dated April 30, 2020 (“Purchase Agreement”); and

WHEREAS, pursuant to that certain Assignment and Assumption Agreement, dated as of June 29, 2020, by and among Buyer, Assignee and certain other Affiliates of Buyer, Buyer assigned to Assignee its rights under the Purchase Agreement to acquire certain intellectual property, including the Trademarks (defined below); and

WHEREAS, pursuant to the Purchase Agreement, Assignor shall assign to Assignee, and Assignee shall acquire from Assignor, all of Assignor’s right, title and interest in and to the trademarks, the applications for registration thereof, the registrations thereof and the trade names identified on Schedule A hereof and all goodwill related thereto (collectively, the “Trademarks”); and

WHEREAS, Assignee is the successor to the portion of the business of the Assignor to which the Trademarks pertain, which business is ongoing and existing, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060; and

WHEREAS, the Parties wish to record the acquisition of such Trademarks in the United States Patent and Trademark Office (the “USPTO”) and the corresponding agencies in any other applicable countries as required; and

WHEREAS, Assignor agrees that it will execute or arrange for execution of such further assignment documents or other legal instruments as may be required, if any, from Assignor to permit Assignee to obtain recordation of the assignment of the Trademarks from Assignor to Assignee.

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

Assignor does hereby quitclaim all its right, title, and interest in the Trademarks identified in Schedule A that includes a footnote indicating the same and also does hereby sell, assign and transfer to Assignee, effective as of the Effective Date, all of Assignor’s right, title and interest in and to the remaining Trademarks of Schedule A, and the goodwill, if any, connected with the use of or symbolized by the Trademarks, for the United States and for all other countries, including, without limitation, all corresponding rights that are or may be secured under the laws of the United States or any other country or under international conventions and treaties, now or hereafter in effect, the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns, or other legal representatives, to the end of the term or terms for

which the Trademarks are granted, as fully and entirely as would have been held and enjoyed by Assignor if this assignment had not been made, as well as all causes of action (either in law or in equity) related thereto, and the right to sue, counterclaim, and recover damages for past, present or future infringement or other unauthorized use of the Trademarks.

Assignor hereby authorizes the USPTO and any other applicable governmental officials in any applicable jurisdiction to record this Trademark Assignment upon request by Assignee. Assignor will take such steps and actions following the Effective Date, including the execution of any documents, files, registrations, or other similar items, as requested by Assignee and at Assignee's expense, to ensure that the Trademarks are properly assigned to Assignee.

Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the assignment and/or transfer of the Trademarks hereunder, including intent-to-use applications filed with the USPTO pursuant to 15 USC Section 1051(b) prior to the filing and acceptance of a statement of use or amendment to allege use pursuant to 15 USC Section 1051(c) or (d), unless and until such time that the assignment and/or transfer of the Trademarks hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

This Trademark Assignment may be executed simultaneously in any number of counterparts (which may be by electronic transmission), each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

This Trademark Assignment is subject to all the terms and conditions of the Purchase Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Purchase Agreement, which govern the Parties' rights and interests in the Trademarks. To the extent that any provision of this Trademark Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement will govern.

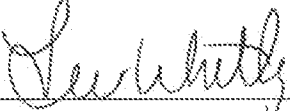
This Trademark Assignment and any dispute arising out of or related to or in connection with this Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have duly executed this Trademark Assignment as of the date first set forth above.

ASSIGNOR

LUFKIN INDUSTRIES, LLC

By:  _____

Name: Lee Whitley

Title: VP and Secretary

[Signature Page to Trademark Assignment]

ASSIGNEE

RAVDOS HOLDINGS, INC.

By: *Ryan Baker*
Name: Ryan Baker
Title: President

[Signature Page to Trademark Assignment]

SCHEDULE A
Trademarks

COUNTRY	TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE
Bahrain	INTELLIGENT WELL MANAGER	91004	1-Mar-12	91004	8-Apr-13
Bahrain	INTELLIGENT WELL MANAGER	91003	1-Mar-12	91003	8-Apr-13
Canada	DELTA-X DESIGN	647954	28-Dec-89	TMA392264	27-Dec-91
Egypt	INTELLIGENT WELL MANAGER	273094	3-Apr-12	273094	14-Nov-13
Egypt	INTELLIGENT WELL MANAGER	273093	3-Apr-12	273093	21-Nov-13
Kazakhstan	INTELLIGENT WELL MANAGER	57327	27-Feb-12	42402	4-Dec-13
Kuwait	INTELLIGENT WELL MANAGER	128866	29-Mar-12	116962	
Kuwait	INTELLIGENT WELL MANAGER	128867	29-Mar-12	146237	29-Mar-12
Oman	INTELLIGENT WELL MANAGER	73350	19-Mar-12	73350	18-May-14
Oman	INTELLIGENT WELL MANAGER	73349	19-Mar-12	73349	18-May-14
Peru	INTELLIGENT WELL MANAGER	485012A-2012 (2012-485012A)	29-Feb-12	T00004407	5-Jun-12
Saudi Arabia	INTELLIGENT WELL MANAGER*	180953	17-Apr-12	146784	11-Jul-13
United States of America	CHURCHILL	73355353	18-Mar-82	1330534	16-Apr-85
United States of America	LIFTMANAGER (STYLISTED)	85066827	18-Jun-10	3918326	8-Feb-11
United States of America	LUFKIN AUTOMATION	75737526	25-Jun-99	2670757	7-Jan-03
United States of America	NABLA	75737527	25-Jun-99	2403707	14-Nov-00
United States of America	REGEN	85077500	2-Jul-10	3935919	22-Mar-11
United States of America	REGEN WELL MANAGER	85077513	2-Jul-10	3935920	22-Mar-11
Venezuela	INTELLIGENT WELL MANAGER*	201204107	7-Apr-12	S055826	8-Oct-13
Venezuela	INTELLIGENT WELL MANAGER*	201204109	7-Apr-12	S055827	8-Oct-13
Bahrain	IWELL MANAGER*	91010	4-Mar-12		
Bahrain	IWELL MANAGER*	91011	4-Mar-12		

COUNTRY	TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE
Bahrain	IWELLSCADA*	95857	27-Jan-13		
Bahrain	IWELLSCADA*	95858	27-Jan-2013		
Egypt	I WELL MANAGER*	273095	3-Apr-12	273095	21-Nov-13
Egypt	I WELL MANAGER*	273096	03-APR-2012	273096	14-Nov-2013
Egypt	IWELLSCADA*	280648	30-Oct-12		
Kazakhstan	IWELL MANAGER*	57385	1-Mar-12	41161	17-Jul-13
Kazakhstan	IWELLSCADA*	61096	24-Jan-13	44620	19-May-14
Kuwait	IWELL MANAGER*	128869	29-MAR-2012	Not Available	
Kuwait	IWELL MANAGER*	128868	29-MAR-2012	Not Available	
Oman	IWELL MANAGER*	73347	19-Mar-12	73347	18-May-2014
Oman	IWELL MANAGER*	73348	19-Mar-12	73348	18-May-2014
Oman	IWELLSCADA*	76728	8-Oct-12	76728	10-Feb-2014
Oman	IWELLSCADA*	76727	10-Aug-12	76727	11-Mar-13
Peru	INTELLIGENT WELL MANAGER*	485012-2012 (2012-485012)	29-Feb-12	T00004407	5-Jun-12
Peru	IWELL MANAGER*	485581-2012 (2012-485581)	6-Mar-12	T00004634	16-Jul-12
Peru	IWELL MANAGER*	485581A-2012 (2012-485581A)	6-Mar-12	T00004634	16-Jul-12
Peru	IWELLSCADA*	510261-2012 (2012-510261)	10-Oct-12	S00076779	31-May-13
Peru	IWELLSCADA*	510262-2012 (2012-510262)	10-Oct-12	S00076780	31-May-13
Saudi Arabia	IWELLSCADA*	143403392	27-Jan-13		
Saudi Arabia	IWELLSCADA*	143403391	27-Jan-13		
Venezuela	IWELL MANAGER*	2012-004108	6-Mar-12	S053538	13-Feb-13
Venezuela	IWELL MANAGER*	2012-004110	6-Mar-12	S053539	13-Feb-13
Venezuela	IWELLSCADA*	2013-001156	22-Jan-13	S056966	26-Dec-13
Venezuela	IWELLSCADA*	2013-001157	22-Jan-13	S056967	26-Dec-13

* The Seller does not have record of ownership of this application or registration or its use in the Business. Accordingly, this application or registration may not be owned, or may not be exclusively owned, by the Seller and the Seller Affiliates, and the ownership and registration information listed for this application or registration may be inaccurate. This application or registration will nonetheless be quitclaimed to Buyer such that Seller provides no representation or warranty to Buyer regarding the application, registration or any information listed herein and Buyer acknowledges that it receives as is and with all faults. All capitalized terms used in the foregoing shall have the meanings ascribed to such terms in the Purchase Agreement.