

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM597185

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900561168		
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: 1			
Property Type	Number	Word Mark	
Registration Number:	1914529	LUFKIN	
CORRESPONDENCE DATA			
Fax Number:	3128767934		
<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:	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		
NAME OF SUBMITTER:	Benjamin P. Harbuck		
SIGNATURE:	/Benjamin P Harbuck/		
DATE SIGNED:	09/11/2020		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this “Agreement”), dated as of June 30, 2020, (“Effective Date”) is made and entered into by and between and 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 (as 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.

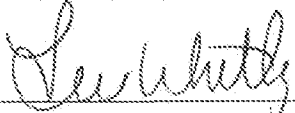
This Trademark Assignment and any dispute arising out of or related to or in connection with this Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts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

[Signature Page to Trademark Assignment]

SCHEDULE A
Trademarks

COUNTRY	TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE
Argentina	LUFKIN (STYLISED) & DEVICE	2874677 Renewal App No: 3868868	11-Nov-08	2343564	28-Jan-10
Brazil	LUFKIN	820033758	25-Aug-97	820033758	13-Oct-99
Chile	LUFKIN	387133	13-Aug-97	825204	1-Apr-98
Colombia	LUFKIN	97046237	12-Aug-97	208734	29-May-98
Indonesia	LUFKIN	R002012016169	5-Nov-12	537763	5-Nov-02
Mexico	LUFKIN	304548	13-Aug-97	559525	9-Sep-97
Mexico	LUFKIN	304549	13-Aug-97	559526	9-Sep-97
Peru	LUFKIN	45819	14-Aug-97	40481	21-Oct-97
Peru	LUFKIN	45820	14-Aug-97	40482	21-Oct-97
United States of America	LUFKIN	74517277	26-Apr-94	1914529	29-Aug-95
Venezuela	LUFKIN	1985002265	8-Mar-85	F150269	12-Jan-94
Venezuela	LUFKIN	1299490	1-Aug-90	F159684	10-Jun-94
Indonesia	LUFKIN*	R002002006723	1-Dec-93	537762	26-May-03
Indonesia	LUFKIN*	R002002006724	01-DEC- 1993	537763	26-MAY- 2003
Peru	LUFKIN*	313431-2007 (2007-313431)	14-Aug-97	P00040481	21-Oct-97
Peru	LUFKIN*	313430-2007 (2007-313430)	14-Aug-97	P00040482	21-Oct-97
Venezuela	LUFKIN*	1990-012993	01-AUG- 1990	F156549	18-MAR- 1994

* 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.