

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM596983

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BJ SERVICES, LLC		08/27/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AMERICAN CEMENTING, LLC		
Street Address:	7030 S Yale Avenue, Suite 810		
City:	Tulsa		
State/Country:	OKLAHOMA		
Postal Code:	74136		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	86583873	ALTCEM	
Serial Number:	86583878	ALTCEM	
Serial Number:	86399660	FEATHERWEIGHT	
Serial Number:	86399658	GASGUARD	
Serial Number:	87387420	INTEGRABOND	
Serial Number:	87387412	INTEGRACEM	
Serial Number:	87618755	INTEGRAGUARD	
Serial Number:	87387424	INTEGRASEAL	
Serial Number:	87413838	INTEGRASQUEEZE	
Serial Number:	88517158	INTEGRASTAR	
Serial Number:	87387416	INTEGRAZONE	
CORRESPONDENCE DATA			
Fax Number:	3469985901		
<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:	3469987801		
Email:	Danny.Vara@wbd-us.com		
Correspondent Name:	Womble Bond Dickinson (US) LLP		
Address Line 1:	811 Main Street, Suite 3130		

CH \$290.00 86583873

Address Line 4: Houston, TEXAS 77002

NAME OF SUBMITTER: Danny Vara

SIGNATURE: /Danny Vara/

DATE SIGNED: 09/10/2020

Total Attachments: 8

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IP ASSIGNMENT AGREEMENT

This IP ASSIGNMENT AGREEMENT (this “Agreement”) is executed as of August 27, 2020, by and between BJ Services, LLC, a Delaware limited liability company (“Assignor”), and American Cementing, LLC, a Delaware limited liability company (“Assignee”). Assignor and Assignee may be referred to herein, individually, as a “Party” and, collectively, as the “Parties.”

WHEREAS, this Agreement is being delivered in connection with the Closing of the transactions contemplated by that certain Asset Purchase Agreement, dated as of August 6, 2020, by and between Assignor and Assignee (the “Purchase Agreement”);

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, transfer, assign and convey to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all of Assignor’s right, title and interest in, to and under certain Intellectual Property included in the Acquired Assets;

WHEREAS, Assignee is a successor to that part of Assignor’s business to which the Marks (as defined below) pertain, and that business is ongoing and existing; and

WHEREAS, this Agreement, as duly executed by Assignor and Assignee, is being delivered as of the date hereof by each Party to the other Party effective as of the Closing.

NOW, THEREFORE, in consideration of the foregoing, the consideration set forth in the Purchase Agreement, and the covenants and agreements herein contained and intending to be legally bound hereby, Assignor and Assignee do hereby agree as follows:

I.

ASSIGNMENT OF INTELLECTUAL PROPERTY

1.1. Definitions. Capitalized terms used but not defined in this Agreement have the meanings given to such terms in the Purchase Agreement.

1.2. Assignment. Assignor hereby sells, transfers, sets over and assigns to Assignee all of Assignor’s right, title and interest in, to and under the: (a) patents and patent applications listed in Schedule A, including but not limited to any provisionals, nonprovisionals, continuations, continuations-in-part, divisionals, reissues, reexaminations, substitutes, renewals, or improvements thereof, and in and to any and all patents of the United States which may be issued for said inventions, including the right to sue and collect damages for infringement of those patents, and (b) trademark registrations and trademark applications listed in Schedule B (the “Marks”), together with any common law rights and all of the goodwill of the business symbolized therewith, including the right (but not the obligation) to assert the Marks and to collect for all past, present and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto by reason of any past and future acts of infringement that have occurred or may occur, as fully and effectually as they would have been held by Assignor had this Agreement not been made.

1.3. Recordation. Assignor hereby authorizes Assignee to file this Agreement at the United States Patent & Trademark Office, the United States Copyright Office, and their respective counterparts in any applicable jurisdiction in the world.

1.4. Excluded Assets. Assignor reserves and excludes all of Assignor's rights, titles and interests in, to and under the Excluded Assets, as provided in the Purchase Agreement. Without limiting the foregoing, Assignor does not hereby sell, transfer, assign and convey to Assignee any right, title or interest in any assets, properties and rights of Assignor that are not Acquired Assets.

II.

MISCELLANEOUS

2.1. Purchase Agreement. This Agreement is expressly made subject to the terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement (including the schedules hereto), the terms of the Purchase Agreement shall control.

2.2. Successors and Assigns. The provisions of this Agreement shall bind and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.

2.3. Amendment and Waiver. Any provision of this Agreement may be (a) amended only in a writing signed by Assignor and Assignee or (b) waived only in a writing executed by the Person against which enforcement of such waiver is sought. No waiver of any provision hereunder or any breach or default hereof will extend to or affect in any way any other provision or prior or subsequent breach or default.

2.4. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, such provision shall be ineffective as to such jurisdiction to the extent of such invalidity, illegality or unenforceability without invalidating or affecting the remaining provisions hereof or affecting the validity, legality or enforceability of such provision in any other jurisdiction. Upon such a determination, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties hereto as closely as possible in a reasonably acceptable manner in order that the transactions contemplated hereby may be consummated as originally contemplated to the fullest extent possible.

2.5. Governing Law; Consent to Jurisdiction and Venue; Jury Trial Waiver

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement, and any Action that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby will be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements executed and performed entirely within such State without regards to conflicts of law principles of the State of Delaware or any other jurisdiction that would cause the Laws of any jurisdiction other than the State of Delaware to apply.

(b) Each of the Parties irrevocably agrees that any Action that may be based upon, arising out of, or related to this Agreement or the negotiation, execution or performance of this Agreement and the transactions contemplated hereby brought by any other Party or its successors or assigns will be brought and determined only in (i) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validly taken or (ii) if the Bankruptcy Court is unwilling or unable to hear such Action, in the Delaware Chancery Court and any state court sitting in the State of Delaware to which an appeal from the Delaware Chancery Court may be validly taken (or, if the Delaware Chancery Court declines to accept jurisdiction over a particular matter, any state or federal court within the state of Delaware) (clauses (i) and (ii), the “Chosen Courts”), and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the Chosen Courts for itself and with respect to its property, generally and unconditionally, with regard to any such Action arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the Parties agrees not to commence any Action relating thereto except in the Chosen Courts, other than Actions in any court of competent jurisdiction to enforce any Order, decree or award rendered by any Chosen Court, and no Party will file a motion to dismiss any Action filed in a Chosen Court on any jurisdictional or venue-related grounds, including the doctrine of *forum non-conveniens*. The Parties irrevocably agree that venue would be proper in any of the Chosen Courts, and hereby irrevocably waive any objection that any such court is an improper or inconvenient forum for the resolution of such Action. Each of the Parties further irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 10.3 of the Purchase Agreement. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, THE DOCUMENTS AND AGREEMENTS CONTEMPLATED HEREBY AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION BASED ON, ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY DOCUMENT OR AGREEMENT CONTEMPLATED HEREBY OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY. EACH OF THE PARTIES AGREES AND CONSENTS THAT ANY SUCH ACTION WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE IRREVOCABLE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY (I) CERTIFIES THAT NO ADVISOR OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 2.5(c).

2.6. Captions. The captions and article and section numbers in this Agreement are for convenience only and do not constitute a part of this Agreement and shall not affect in any way

the meaning or interpretation of this Agreement. References in this Agreement to articles and sections are to articles and sections of this Agreement unless otherwise specified.

2.7. Counterparts and PDF. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Any counterpart, to the extent signed and delivered by means of a facsimile machine, .PDF or other electronic transmission, will be treated in all manner and respects as an original contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. Minor variations in the form of the signature page to this Agreement or any agreement or instrument contemplated hereby, including footers from earlier versions of this Agreement or any such other document, will be disregarded in determining the effectiveness of such signature. At the request of any Party, each other Party hereto will re-execute original forms of this Agreement and deliver them to all other Parties. No Party will raise the use of a facsimile machine, .PDF or other electronic transmission to deliver a signature or the fact that any signature or contract was transmitted or communicated through the use of facsimile machine, .PDF or other electronic transmission as a defense to the formation of a contract and each such Party forever waives any such defense.

2.8 Further Assurances. Assignor shall and Assignor shall cause its employees, officers and inventors, at Assignee's expense, to take all actions and execute all documents reasonably necessary or desirable for Assignee to record and perfect the interest of Assignee in and to the Marks and the patents and patent applications contemplated herein, and shall not enter into any agreement in conflict with this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written, to be effective as of the Closing Date.

ASSIGNOR:

BJ SERVICES, LLC

By: 
Name: Anthony C. Schnur
Title: Chief Restructuring Officer

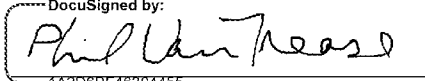
[Signature page to IP Assignment Agreement]

TRADEMARK
REEL: 007048 FRAME: 0739

ASSIGNEE:

AMERICAN CEMENTING, LLC

By: APE IV Cementing, LLC, its manager

By:  DocuSigned by:
LA2D6BE4E304255...
Name: Phil VanTrease
Title: Chief Financial Officer

Schedule A - Patents

Title	Country	Serial Number	Filing Date	Patent Number	Grant Date	Expiry date	Status
Apparatus and Methods for Assisting in Varying the Amount of Material Delivered From a Conveyor	United States	15042638	2/12/2016	10106332	10/23/2018	11/29/2032	Issued
System and Method of Customizable Material Injection for Well Cementing	United States	14967824	12/14/2015	10316618	6/11/2019		Issued
Cement Slurries for Well Bores	United States	15873053	1/17/2018	10450494	10/22/2019	1/17/2038	Issued
Spacer Fluids for Cementing Well Bores	United States	15671907	8/8/2017	10472552	11/12/2019	8/8/2037	Issued
System and Method for Blending Bulk Dry Materials in Oil Well Cementing	United States	15245839	8/24/2016				Pending Published
Spacer Fluids with Nutshells	United States	16219047	12/13/2018				Pending Published
Dry Surfactant with Pumice Carrier	United States	62929695	11/1/2019				Pending
Dry Surfactant with Nutshell Carrier	United States	62929701	11/1/2019				Pending
Methods and Compositions for Use in Cementing in Cold Environment	United States	09644490	8/23/2000	6626243	9/30/2003	8/23/2020	Issued

Schedule B - Trademarks

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Next Renewal
ALTCEM	United States	86583873	4/1/2015	4872068	12/15/2015	Registered	12/15/2025
ALTCEM & Design	United States	86583878	4/1/2015	4872069	12/15/2015	Registered	12/15/2025
FEATHERWEIGHT	United States	86399660	9/19/2014	4915468	3/8/2016	Registered	3/8/2026
GASGUARD	United States	86399658	9/19/2014	4915467	3/8/2016	Registered	3/8/2026
INTEGRABOND	United States	87387420	3/27/2017			Allowed	
INTEGRACEM	United States	87387412	3/27/2017			Allowed	
INTEGRAGUARD	United States	87618755	9/22/2017	5921472	11/26/2019	Registered	11/26/2029
INTEGRASEAL	United States	87387424	3/27/2017			Allowed	
INTEGRASQUEEZE	United States	87413838	4/17/2017			Allowed	
INTEGRASTAR	United States	88517158	7/16/2019			Pending	
INTEGRAZONE	United States	87387416	3/27/2017			Allowed	