

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM644254

|   |  |                       |                            |
|---|--|-----------------------|----------------------------|
| <b>SUBMISSION TYPE:</b>   | RESUBMISSION                                       |                       |                            |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |                            |
| <b>RESUBMIT DOCUMENT ID:</b>  | 900596234  |                       |                            |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                            |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>         |
| Baker Hughes Pressure Control LP  |  | 10/31/2020            | Limited Partnership: TEXAS |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                            |
| <b>Name:</b>  | Vault Pressure Control LLC                         |                       |                            |
| <b>Street Address:</b>  | 2929 West Sam Houston Parkway N, Suite 200         |                       |                            |
| <b>City:</b>  | Houston  |                       |                            |
| <b>State/Country:</b>   | TEXAS  |                       |                            |
| <b>Postal Code:</b>   | 77043  |                       |                            |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE                |                       |                            |
| <b>PROPERTY NUMBERS Total: 4</b>  |  |                       |                            |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                            |
| <b>Registration Number:</b>   | 5387403  | FIELD360              |                            |
| <b>Registration Number:</b>   | 3915174  | SANDBUSTER            |                            |
| <b>Serial Number:</b>   | 87621443   | SANDTRACE             |                            |
| <b>Registration Number:</b>   | 5709908  | SHALE 360             |                            |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                            |
| <b>Fax Number:</b>  | 4154421001   |                       |                            |
| <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>   | 4154421301   |                       |                            |
| <b>Email:</b>   | carla.oakley@morganlewis.com                       |                       |                            |
| <b>Correspondent Name:</b>  | Carla B. Oakley                                    |                       |                            |
| <b>Address Line 1:</b>  | One Market, Spear Street Tower                     |                       |                            |
| <b>Address Line 4:</b>  | San Francisco, CALIFORNIA 94105                    |                       |                            |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 128556-2000  |                       |                            |
| <b>NAME OF SUBMITTER:</b>   | Carla B. Oakley                                    |                       |                            |
| <b>SIGNATURE:</b>   | /Carla B. Oakley/                                  |                       |                            |
| <b>DATE SIGNED:</b>   | 05/04/2021   |                       |                            |

**Total Attachments: 21**

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**INTELLECTUAL PROPERTY ASSIGNMENT**

This Intellectual Property Assignment (this “Assignment”) is made and entered into effective as of this 31st day of October 2020 by and among Baker Hughes Holdings LLC, a Delaware limited liability company (the “Seller”), Baker Hughes Pressure Control LP, a Texas limited partnership formerly known as GE Oil & Gas Pressure Control LP, Vetco Gray, LLC, a Delaware limited liability company formerly known as Vetco Gray Inc., Baker Hughes Oilfield Operations LLC, a California limited liability company, Dresser, LLC, a Delaware limited liability company, Bently Nevada, LLC, a Delaware limited liability company, and Baker Hughes Energy Services LLC, a Delaware limited liability company formerly known as GE Oil and Gas, LLC and GE Oil & Gas Inc. (each, including the Seller, individually, an “Assignor” and collectively, including the Seller, the “Assignors”), and Vault Pressure Control LLC, a Delaware limited liability company (the “Assignee”).

WHEREAS the Seller and Moonlight Acquisition Co. LLC, a Delaware limited liability company, have entered into the Asset Purchase Agreement dated September 3, 2020 (the “Purchase Agreement”), and hereby incorporate by reference the Defined Terms from the Purchase Agreement;

WHEREAS certain Assignors have certain rights in and to the registered intellectual property assets identified in Schedule A hereto (“the Registered Intellectual Property Assets”);

WHEREAS Assignors also have certain rights in and to unregistered intellectual property assets consisting of designs (including industrial designs), formulae, algorithms, procedures, methods, discoveries, processes, techniques, ideas, know-how, technical data, specifications, processes, inventions (whether patentable or unpatentable and whether or not

reduced to practice) creations, improvements, works of authorship in any media, proprietary or non-public information, and other similar materials, and all recordings, graphs, drawings, reports, analyses and other writings, and other tangible embodiments of the foregoing in any form whether or not listed herein, other than Software, and all other Intellectual Property (other than Registrable IP, Technology, or Excluded Assets), in each case, that is owned by Seller or any Seller Affiliate and that is Used by Seller or such Seller Affiliate exclusively in the Business as of the date of the Purchase Agreement (the “Unregistered Intellectual Property Assets”); and

WHEREAS Assignee is desirous of acquiring all right, title, and interest in and to the Registered Intellectual Property Assets and Unregistered Intellectual Property Assets;

NOW THEREFORE, in consideration of the premises and covenants of the parties herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors do hereby assign, and agree to assign, to Assignee all of the right, title and interest that each respective Assignor, as applicable, owns, throughout the world, in and to the Registered Intellectual Property Assets and Unregistered Intellectual Property Assets, and all rights of action accrued under and by virtue thereof, including the right to sue and recover for past infringement.

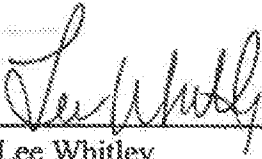
Each Assignor agrees that it shall execute and deliver further instruments of conveyance, transfer and assignment as reasonably requested by Assignee, its successors, or assigns; reasonably cooperate and assist in providing information for making and completing regulatory and other filings; and take any and all other actions as Assignee, its successors, or assigns may reasonably require (at Assignee’s expense) to effectively assign, convey, transfer, protect, enforce, and exploit the Registered Intellectual Property Assets and Unregistered

Intellectual Property Assets and all rights owned by each such Assignor therein to Assignee, its successors, or assigns.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed  
by their duly authorized officers as of the date first written above.

ASSIGNORS:

**BAKER HUGHES HOLDINGS LLC**

By:   
Name: Lee Whitley  
Title: Vice President

*Signature Page to Intellectual Property Assignment*

BAKER HUGHES PRESSURE CONTROL LP

By: Baker Hughes Energy Manufacturing LLC,  
its general partner

By:  \_\_\_\_\_

Name: Lee Whitley

Title: Vice President

*Signature Page to Intellectual Property Assignment*

VETCO GRAY, LLC

By: Lee Whitley  
Name: Lee Whitley  
Title: Vice President

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*Signature Page to Intellectual Property Assignment*



BAKER HUGHES OILFIELD  
OPERATIONS LLC

By: Lee Whitley  
Name: Lee Whitley  
Title: Vice President

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*Signature Page to Intellectual Property Assignment*

DRESSER, LLC

By: Lee Whitley  
Name: Lee Whitley  
Title: Vice President

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*Signature Page to Intellectual Property Assignment*

BENTLY NEVADA, LLC

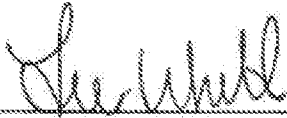
By: Lee Whitley

Name: Lee Whitley

Title: Vice President

*Signature Page to Intellectual Property Assignment*

**BAKER HUGHES ENERGY  
SERVICES LLC**

By:  \_\_\_\_\_

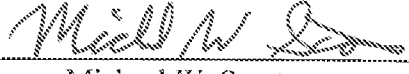
Name: Lee Whitley

Title: Vice President

*Signature Page to Intellectual Property Assignment*

ASSIGNEE:

VAULT PRESSURE CONTROL LLC

By:   
Name: Michael W. Scott  
Title: President

*Signature Page to Intellectual Property Assignment*

**TRADEMARK**  
**REEL: 067230 FRAME: 0072**

**Schedule A**

**Registered Intellectual Property Assets**

**TRADEMARK**

**REEL: 007230 FRAME: 0076**

## Trademarks by Trademark Name

| Owner                               | Trademark   | Country   | Appn. Date         | Appn. No.          | Status            | Next Renewal Due | Reg. Date | Reg. No. | Sub Status | Renewal Sub. | Supervisor                        |
|-------------------------------------|---|-----------|--------------------|--------------------|-------------------|------------------|-----------|----------|------------|--------------|-----------------------------------|
| <b>FIELD360</b>                     |   |           |                    |                    |                   |                  |           |          |            |              |                                   |
| GE Oil & Gas Pressure Control, L.P. | FIELD360  | Argentina | 9 Sep 2016         | 3540868            | Registered        |                  |           |          |            |              |                                   |
|                                     |   |           | <b>8 Sep 2027</b>  | <b>8 Sep 2017</b>  | <b>2904328</b>    |                  |           |          |            |              | GIPSC Renewals Team<br>Dyan House |
| Class                               | 9   |           |                    |                    |                   |                  |           |          |            |              |                                   |
| Goods                               | Software for remote monitoring of oilfield equipment and planning, tracking and documenting maintenance services.   |           |                    |                    |                   |                  |           |          |            |              |                                   |
| Class                               | 9   |           |                    |                    |                   |                  |           |          |            |              |                                   |
| Goods                               | Solamente software para monitoreo remoto de equipamiento en el campo del yacimiento petrolifero y servicios de planeamiento, seguimiento y mantenimiento de documentación                                       |           |                    |                    |                   |                  |           |          |            |              |                                   |
| GE Oil & Gas Pressure Control, L.P. | FIELD360  | Argentina | 9 Sep 2016         | 3540869            | Registered        |                  |           |          |            |              |                                   |
|                                     |   |           | <b>8 Sep 2027</b>  | <b>8 Sep 2017</b>  | <b>2904329</b>    |                  |           |          |            |              | GIPSC Renewals Team<br>Dyan House |
| Class                               | 42  |           |                    |                    |                   |                  |           |          |            |              |                                   |
| Goods                               | Providing on-line non-downloadable software for remote monitoring of oilfield equipment and planning, tracking and documenting maintenance services.  |           |                    |                    |                   |                  |           |          |            |              |                                   |
| Class                               | 42  |           |                    |                    |                   |                  |           |          |            |              |                                   |
| Goods                               | Solamente suministro de software en línea no descargable para monitoreo remoto de equipamiento en el campo de yacimiento petrolifero y servicios de planeamiento, seguimiento y mantenimiento de documentación. |           |                    |                    |                   |                  |           |          |            |              |                                   |
| GE Oil & Gas Pressure Control, L.P. | FIELD360  | Australia | 8 Sep 2016         | 1795129            | Registered        |                  |           |          |            |              |                                   |
|                                     |   |           | <b>8 Sep 2026</b>  | <b>8 Sep 2016</b>  | <b>1795129</b>    |                  |           |          |            |              | GIPSC Renewals Team<br>Dyan House |
| Class                               | 9   |           |                    |                    |                   |                  |           |          |            |              |                                   |
| Goods                               | Software for remote monitoring of oilfield equipment and planning, tracking and documenting maintenance services for oilfield equipment.  |           |                    |                    |                   |                  |           |          |            |              |                                   |
| Class                               | 42  |           |                    |                    |                   |                  |           |          |            |              |                                   |
| Goods                               | Providing on-line non-downloadable software for remote monitoring of oilfield equipment and planning, tracking and documenting maintenance services for oilfield equipment.                                     |           |                    |                    |                   |                  |           |          |            |              |                                   |
| GE Oil & Gas Pressure Control, L.P. | FIELD360  | Canada    | 14 Sep 2016        | 1800352            | Registered        |                  |           |          |            |              |                                   |
|                                     | GIPSC/TM5325461   |           | <b>22 Aug 2029</b> | <b>22 Aug 2019</b> | <b>TMA1050656</b> |                  |           |          |            |              | GIPSC Renewals Team<br>Dyan House |
| Class                               | 9   |           |                    |                    |                   |                  |           |          |            |              |                                   |
| Goods                               | Software for remote monitoring of oilfield equipment and planning, tracking and documenting maintenance services.   |           |                    |                    |                   |                  |           |          |            |              |                                   |
| Class                               | 42  |           |                    |                    |                   |                  |           |          |            |              |                                   |
| Goods                               | Providing on-line non-downloadable software for remote monitoring of oilfield equipment and planning, tracking and documenting maintenance services.  |           |                    |                    |                   |                  |           |          |            |              |                                   |
| GE Oil & Gas Pressure Control, L.P. | FIELD360  | Mexico    | 6 Sep 2016         | 1320943            | Pending           |                  |           |          |            |              |                                   |
|                                     | GIPSC/TM5329950   |           | <b>6 Sep 2026</b>  | <b>6 Sep 2016</b>  | <b>1320943</b>    |                  |           |          |            |              | Dyan House                        |
| Class                               | 9   |           |                    |                    |                   |                  |           |          |            |              |                                   |
| Goods                               | Software for remote monitoring of oilfield equipment and planning, tracking and documenting maintenance services.   |           |                    |                    |                   |                  |           |          |            |              |                                   |
| Class                               | 42  |           |                    |                    |                   |                  |           |          |            |              |                                   |
| Goods                               | Providing on-line non-downloadable software for remote monitoring of oilfield equipment and planning, tracking and documenting maintenance services.  |           |                    |                    |                   |                  |           |          |            |              |                                   |
| GE Oil & Gas Pressure Control, L.P. | FIELD360  | Mexico    | 13 Sep 2016        | 1796091            | Registered        |                  |           |          |            |              |                                   |

Class 42  
Goods Providing on-line non-downloadable software for remote monitoring of oilfield equipment and planning, tracking and documenting maintenance services.

GE Oil & Gas Pressure Control, L.P. FIELD360 Saudi Arabia 10 Nov 2016 1438003482 Registered

GIPSC/TM5325468 23 Jul 2026 18 May 2017 1438003482

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Class 9  
Goods Computer programmes [programs], recorded; computer programs [downloadable software]; computer software, recorded; computers; data processing apparatus; discs (compact—) [audio-video]; discs (compact—) [read-only memory]; discs (optical-); disk drives for computers; disks, magnetic; electro-dynamic apparatus for the remote control of signals; interfaces for computers; measuring devices, electric; monitoring apparatus, electric; monitors [computer programs]; observation instruments; peripheral devices (computer—); processors [central processing units]; programs (computer—) [downloadable software]; programs (computer game—); programs (computer operating—) recorded; remote control apparatus; remote control of industrial operations (electric installations for the-); signals (transmitters of electronic—); software (computer—) [recorded]; transmitters of electronic signals; transmitters [telecommunication].

GE Oil & Gas Pressure Control, L.P. FIELD360 Saudi Arabia 10 Nov 2016 1438003493 Registered

GIPSC/TM5325469 23 Jul 2026 18 May 2017 1438003493

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Class 42  
Goods Analysis for oil-field exploitation; computer programming; computer software design; computer software (installation of—); computer software (maintenance of—); computer software (updating of—); maintenance of computer software; monitoring of computer systems by remote access; oil-field exploitation (analysis for—).

GE Oil & Gas Pressure Control, L.P. FIELD360 United Arab Emirates 15 Dec 2016 264896 Registered

15 Dec 2026 28 Apr 2018 264896

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Class 9  
Goods Software for remote monitoring of oilfield equipment and planning, tracking and documenting maintenance services.

GE Oil & Gas Pressure Control, L.P. FIELD360 United Arab Emirates 15 Dec 2016 264897 Registered

15 Dec 2026 28 Apr 2018 264897

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Dyan House

Class 42  
Goods Providing on-line non-downloadable software for remote monitoring of oilfield equipment and planning, tracking and documenting maintenance services.

GE Oil & Gas Pressure Control, L.P. FIELD360 United Kingdom 6 Sep 2016 1320943 Registered

GIPSC/TM5329952 6 Sep 2026 6 Sep 2016 1320943 Published for Opposition

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Class 9  
Goods Software for remote monitoring of oilfield equipment and planning, tracking and documenting maintenance services.

Class 42  
Goods Providing on-line non-downloadable software for remote monitoring of oilfield equipment and planning, tracking and documenting maintenance services.

GE Oil & Gas Pressure Control, L.P. FIELD360 United Kingdom 7 Sep 2016 3184344 Registered

GRT/TM5325463 7 Sep 2026 9 Dec 2016 3184344

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Class 9  
Goods Software for remote monitoring of oilfield equipment and planning, tracking and documenting maintenance services.

Class 42  
Goods Providing on-line non-downloadable software for remote monitoring of oilfield equipment and planning, tracking and documenting maintenance services.

GE Oil & Gas Pressure Control, L.P. FIELD360 United States of America 3 May 2016 87023350 Registered

GIPSC/TM4681208 23 Jan 2028 23 Jan 2018 5387403 Allowed

GIPSC Renewals  
Team  
Dyan House

Class 9  
Goods Software for remote monitoring of oilfield equipment and planning, tracking and documenting maintenance services.

Class 42  
Goods Providing on-line non-downloadable software for remote monitoring of oilfield equipment and planning, tracking and documenting maintenance services.

GE Oil & Gas Pressure Control, L.P. FIELD360 WIPO 6 Sep 2016 1320943 Registered

GIPSC/TM5329949 6 Sep 2026 6 Sep 2016 1320943

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Team  
Dyan House

Class 9  
Goods Software for remote monitoring of oilfield equipment and planning, tracking and documenting maintenance services.

Class 42  
Goods Providing on-line non-downloadable software for remote monitoring of oilfield equipment and planning, tracking and documenting maintenance services.



**SANDBUSTER**

GE Oil & Gas Pressure Control L.P. **SANDBUSTER** United States of America 19 Mar 2010 77963014 Registered

*GIPSC/TM3980015 1 Feb 2021 1 Feb 2011 3915174*

*GIPSC Renewals Team Dyan House*

Class 7  
Goods Slab gate valves used in oil and gas drilling and production.

**SANDFREE**

GE Oil & Gas Pressure Control L.P. **SANDFREE** Argentina 30 Nov 2017 3665203 Registered

*4 Sep 2029 4 Sep 2019 3003572*

*GIPSC Renewals Team Dyan House*

Class 7  
Goods Plug valves for use in oilfield drilling equipment.

Class 7  
Goods VÁLVULAS TAPÓN PARA USO EN EQUIPOS DE PERFORACIÓN PETROLÍFERA

GE Oil & Gas Pressure Control L.P. **SANDFREE** Canada 30 Nov 2017 1870582 Registered

*6 Dec 2029 6 Dec 2019 TMA1065587*

*GIPSC Renewals Team Dyan House*

Class 7  
Goods Plug valves for use in oilfield drilling equipment.

GE Oil & Gas Pressure Control L.P. **SANDFREE** United States of America 29 Nov 2017 87702147 Pending

*Allowed Dyan House*

Class 7  
Goods Plug valves for use in oilfield drilling equipment.

**SANDTRACE**

GE Oil & Gas Pressure Control L.P. **SANDTRACE** United States of America 25 Sep 2017 87621443 Pending

*Allowed Dyan House*

Class 9  
Goods A system for detecting and quantifying sand flow in multiphase flowlines comprising computer software detecting and quantifying sand flow in multiphase flowlines, computer hardware, a bypass manifold, sensors, pressure seal fittings, and a field logging and data communication system comprised of computer software for oil field logging and communications and computer hardware, for use in the oil and gas industry.

**SHALE 360**

GE Oil & Gas Pressure Control L.P. **SHALE 360** Australia 8 Jul 2014 1633030 Registered

*GRT/TM4268939 8 Jul 2024 8 Jul 2014 1633030*

*GIPSC Renewals Team Dyan House*

Class 35  
Goods Sales of equipment, all the aforementioned relating to equipment used in fracturing operations in shale oil and shale gas exploration.

Class 37  
Goods Services in the field of oil and gas exploration and development namely, maintenance, repair, and refurbishment of equipment; rental and leasing of equipment; installation of equipment; all the aforementioned relating to equipment used in fracturing operations in shale oil and shale gas exploration.

Class 39  
Goods Delivery of equipment, all the aforementioned relating to equipment used in fracturing operations in shale oil and shale gas exploration.

GE Oil & Gas Pressure Control L.P. **SHALE 360** Canada 8 Jul 2014 1684212 Registered

*19 Dec 2033 19 Dec 2018 TMA1011591*

*GIPSC Renewals Team Dyan House*

Class 0  
Goods Services in the field of oil and gas exploration and development namely, maintenance, repair, and refurbishment of equipment; rental, leasing, and sales of equipment, all the aforementioned relating to equipment used in fracturing operations in shale oil and shale gas exploration; delivery and installation of equipment, all the aforementioned relating to equipment used in fracturing operations in shale oil and shale gas exploration.

**ASSET PURCHASE AGREEMENT**

**dated as of September 3, 2020**

between

**BAKER HUGHES HOLDINGS LLC**

and

**MOONLIGHT ACQUISITION CO. LLC**



**ASSET PURCHASE AGREEMENT**

This ASSET PURCHASE AGREEMENT, dated as of September 3, 2020, is made by and between BAKER HUGHES HOLDINGS LLC, a Delaware limited liability company (the “Seller”), and MOONLIGHT ACQUISITION CO. LLC, a Delaware limited liability company (the “Buyer”).

**PRELIMINARY STATEMENTS**

A.

[REDACTED]

B. The Seller wishes to cause the Seller Affiliates to sell to the Buyer or a Designated Purchaser, and the Buyer (or the Designated Purchasers) wishes to purchase from the Seller Affiliates, certain of the assets of the Seller Affiliates upon the terms and subject to the conditions set forth in this Agreement. In addition, the Buyer wishes to assume, and the Seller wishes to have the Buyer assume, certain liabilities of the Seller Affiliates upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration for the premises and mutual covenants, representations, warranties and agreements hereinafter set forth, the parties to this Agreement agree as follows:

**ARTICLE I**

**DEFINITIONS**

Section 1.01 Certain Defined Terms. Capitalized terms used in this Agreement shall have the meanings specified in Exhibit A to, or elsewhere in, this Agreement.

**ARTICLE II**

**PURCHASE AND SALE**

Section 2.01 Purchase and Sale of Assets.

(a) Transferred Assets. On the terms and subject to the conditions set forth in this Agreement and subject to the exclusions set forth in Section 2.01(b), at the Closing, the Seller shall cause the Seller Affiliates to, sell, convey, assign, transfer and deliver to the Buyer (or one or more Designated Purchasers), and the Buyer (or one or more Designated Purchasers) shall purchase, acquire and accept from the Seller Affiliates, all right, title and interest of the Seller Affiliates in, to and under the following assets, properties and rights, as the same shall exist immediately prior to the Closing (collectively and, as applicable, as modified by Section 5.11, the “Transferred Assets”):

- (i) all Inventories;
- (ii) all rights under the Assumed Contracts;

[REDACTED]

(iii) all Accounts Receivable and all security for such accounts, notes or other receivables, and any claim, remedy or other right related to any of the foregoing;

(iv) all pre-paid expenses, credits, advance payments, refunds, rights of recovery and deposits to the extent related to the Business;

(v) subject to Section 2.02, all causes of action by any Seller Affiliate against third parties to the extent relating to the Transferred Assets or any Assumed Liability (the “Transferred Claims”);

(vi) all Business Intellectual Property;

(vii) to the extent transferable and subject to Section 2.02, all licenses, Permits or other governmental authorizations, that are held by any Seller Affiliate and Related to the Business;

(viii) books, records, files and papers, whether in hard copy or computer format, including general, financial and accounting records (to the extent separable from such records not Related to the Business and in the possession of an Affiliate of the Seller or any Seller Affiliate, or otherwise accessible by a Seller Affiliate), sales and promotional literature, manuals and data, sales and purchase correspondence, customer lists, lists of suppliers, price lists, production data, strategic plans, and, subject to the Buyer’s compliance with its obligations in ARTICLE IX, personnel and employment records, in each case, that are owned or held by any of the Seller Affiliates and Related to the Business;

(ix) those assets, properties and rights expressly to be transferred pursuant to ARTICLE IX;

(x) all Tangible Personal Property;

(xi) all Transferred Owned Property and Transferred Leased Property;

(xii) all insurance proceeds, to the extent related to the Business or the Transferred Assets or the Assumed Liabilities, arising from events occurring prior to the effective time of the Closing and actually received by the Seller or any of its Affiliates from a third-party insurance provider prior to (but only to the extent such proceeds are not, or are not compensating Seller for, funds expended prior to the Closing on repair or replacement or otherwise remedying the damage or losses giving rise to such insurance proceeds), on or after the Closing Date; and

(xiii) all other rights, properties and assets of every kind, nature, and description, tangible or intangible, owned by the Seller Affiliates and Related to the Business (other than the Excluded Assets).

For the avoidance of doubt, the Transferred Assets will include all assets, properties and rights that may be acquired by the Seller or any Seller Affiliate between the date of this Agreement and the Closing that are Related to the Business (other than the Excluded Assets).

(b) Excluded Assets. The following assets, properties and rights of the Seller Affiliates (the “Excluded Assets”) shall be retained by the Seller Affiliates and shall be excluded from the Transferred Assets:

(i) all cash and cash equivalents of Seller or any Seller Affiliates;



“Business” has the meaning set forth in Recital A. For the avoidance of doubt, the term “Business” excludes the Excluded Surface Business.

“Business Day” means any day that is not a Saturday, a Sunday or other day on which commercial banks in the City of Houston, Texas are required or authorized by Law to be closed.

“Business Employee” means each employee who is primarily employed in the Business by Seller or any Seller Affiliate.

“Business Intellectual Property” means the Registrable IP set forth in Section 3.14(e) of the Disclosure Letter, the Business Technology, and all other Intellectual Property (other than Registrable IP, Technology, or Excluded Assets) that is owned by any Seller Affiliate and that is Used by such Seller Affiliate exclusively in the Business, in each case, as of the date of this Agreement, including the Transferred Marks, and excluding for the avoidance of doubt the BH Name and BH Marks.

“Business Plans” means Non-U.S. Business Plans and the Employee Plans primarily covering Business Employees who are primarily employed in the United States.

“Business Technology” means all Technology owned by any Seller Affiliate and that is Used by such Seller Affiliate exclusively in the Business, in each case, as of the date of this Agreement.

“Buyer” has the meaning set forth in the Preamble.

“Buyer Indemnified Parties” has the meaning set forth in Section 10.01(a).

“Buyer IP License” has the meaning set forth in Section 2.05(e).

“Canadian Lease” means the Lease, dated as of May 27, 2013, by and between Calhannah Holdings, Inc. and Baker Hughes Energy Services, Inc. (as successor to GE Oil & Gas Canada ULC), as amended by the Lease Amendment Agreement, dated as of March 19, 2018.

“Capitalized Lease Obligation” means, as of any date of determination, any Assumed Liability that is required to be classified and accounted for as a capitalized lease on the face of a balance sheet of Seller or a Seller Affiliate as of such date prepared in accordance with the accounting policies, procedures and methodologies set forth on Exhibit F and the amount of indebtedness represented by any such obligation as of such date will be the capitalized amount of such obligation that would appear on the face of such balance sheet. For the avoidance of doubt, Capitalized Lease Obligations do not include any assets or liabilities accounted for by the Business as an operating or “right of use asset” lease under United States generally accepted accounting principles.

“Closing” has the meaning set forth in Section 2.03.

“Closing Date” means the date on which the Closing occurs.

“Code” means the United States Internal Revenue Code of 1986, as amended from time to time.

“Confidentiality Agreement” has the meaning set forth in Section 5.03.

“Continuation Period” means for Continuing Employees, a period of at least three months following such Continuing Employee’s Employment Commencement Date.

“Trade Control Laws” means (a) sanctions, export control, antiboycott and import Laws administered or enforced by the U.S. Department of the Treasury, including OFAC, the U.S. Department of State, including the Directorate of Defense Trade Controls, the U.S. Department of Commerce’s Bureau of Industry and Security, and U.S. Customs and Border Protection, including without limitation any requirements imposed by, or based upon the obligations or authorities set forth in the U.S. Trading With the Enemy Act, the U.S. International Emergency Economic Powers Act, the U.S. Arms Export Control Act, the U.S. United Nations Participation Act, the U.S. Syria Accountability and Lebanese Sovereignty Act, the Comprehensive Iran Sanctions Accountability and Divestment Act of 2010, the Iran Sanctions Act, the National Defense Authorization Acts for Fiscal Years 2012 and 2013, the Iran Threat Reduction, and Syria Human Rights Act of 2012, any of the foreign assets control regulations of the U.S. Department of Treasury (including 31 CFR, Subtitle B, Chapter V), or any enabling legislation or executive order relating thereto; (b) any sanctions imposed or administered by or based upon the obligations or authorities of Her Majesty’s Treasury, the European Union, the United Nations Security Council, or other applicable sanctions authority and; (c) any anti-terrorism or anti-money laundering Law.

“Trade Secrets” means all confidential proprietary information relating to Technology and/or Software that is protectable as a trade secret under Law.

“Transactions” means the transactions contemplated by this Agreement and each of the Ancillary Agreements.

“Transaction Agreements” means this Agreement and each of the Ancillary Agreements, in each case, including all exhibits and schedules thereto and all amendments thereto made in accordance with the respective terms thereof.

“Transfer Taxes” has the meaning set forth in Section 8.06(a).

“Transferred Assets” has the meaning set forth in Section 2.01(a).

“Transferred Claim” has the meaning set forth in Section 2.01(a)(v).

“Transferred Leased Property” has the meaning set forth in Section 3.19(a).

“Transferred Marks” means the marks listed on Exhibit J and the unregistered mark “Speedhead™”, either alone or in combination with other words (other than any BH Name or BH Mark) and all marks, trade dress, logos, monograms and other source identifiers confusingly similar to or embodying any of the foregoing either alone or in combination with other words (other than any BH Name or BH Mark), and all goodwill associated therewith.

“Transferred Owned Property” has the meaning set forth in Section 3.19(a).

“Transition Services Agreement” has the meaning set forth in Section 2.05(a).

“U.S. Continuing Employees” means all Continuing Employees employed in the United States.

“U.S. Parent Plans” means any Employee Plan covering any current or former employees (including Business Employees) of the Seller or any of the Seller Affiliates who are employed in the U.S.

“Unaudited Financial Statements” has the meaning set forth in Section 3.04.

May 4, 2021

Resubmission of Request for Recordation of Trademark Assignment

Document ID: 900596234

Access Code: 4X4T84I0S3NWYNN

Conveying Party: Baker Hughes Pressure Control LP

Receiving Party: Vault Pressure Control LLC

The Assignment Recordation Branch issued a Notice of Non-Recordation of an Assignment Document because the Assignment Document did not include a statement regarding assignment of Goodwill.

As noted in the Intellectual Property Assignment agreement submitted for recordation, the Assignment was executed in connection with an Asset Purchase Agreement dated September 3, 2020 (the "Purchase Agreement") and the Defined Terms from the Purchase Agreement are incorporated by reference into the Assignment agreement.

The Purchase Agreement defines the "Transferred Marks" and expressly states that the Transferred Marks include "all goodwill associated therewith" (see page A-12). We are submitting with this resubmission excerpts from the Purchase Agreement sufficient to establish that the Intellectual Property Assignment submitted for recordation includes assignment of the Goodwill. Specifically, Section 2.01(a)(vi) confirms that the agreement covers "all Business Intellectual Property;" Exhibit A, page A-2 defines "Business Intellectual Property" to include "Transferred Marks;" and Exhibit A, page A-12 defines "Transferred Mark" include the goodwill.

If there are any questions, the Recordation Branch is invited to contact Carla Oakley, [carla.oakley@morganlewis.com](mailto:carla.oakley@morganlewis.com), 415-442-1301, counsel for the Receiving Party (CA Bar Member).