

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648842

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|------------------------------|--|
| SUBMISSION TYPE: | RESUBMISSION |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |
| RESUBMIT DOCUMENT ID: | 900617191 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|-------------------------------------|
| BJ SERVICES, LLC (by BJ SERVICES WIND-DOWN TRUST) | | 04/28/2021 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------------|-------------------------------------|
| Name: | BJ ENERGY SOLUTIONS, LLC |
| Street Address: | 2001 Timberloch Place |
| Internal Address: | Suite 350 |
| City: | The Woodlands |
| State/Country: | TEXAS |
| Postal Code: | 77380 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 7

| Property Type | Number | Word Mark |
|----------------|----------|-----------|
| Serial Number: | 87407094 | THINFRAC |
| Serial Number: | 87365789 | VISCOFRAC |
| Serial Number: | 87365790 | RHEOFRAC |
| Serial Number: | 87365780 | FRACARE |
| Serial Number: | 87365785 | RESCARE |
| Serial Number: | 87365786 | REACH |
| Serial Number: | 87619593 | SAVANT |

CORRESPONDENCE DATA

Fax Number: 3469985901

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: 3469987801

Email: Danny.Vara@wbd-us.com

Correspondent Name: Jeffrey S. Whittle

Address Line 1: 811 Main Street, Suite 3130

Address Line 4: Houston, TEXAS 77002

| | |
|--------------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 111350.0132.1 |
| NAME OF SUBMITTER: | Danny Vara |
| SIGNATURE: | /Danny Vara/ |
| DATE SIGNED: | 05/22/2021 |

Total Attachments: 10

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is executed as of April 28, 2021, by and between Scott A. Rinaldi, as Trustee of the BJ Services Wind-Down Trust ("Assignor"), and BJ Energy Solutions, 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, on July 20, 2020, each of BJ Services, LLC, BJ Management Services, L.P., BJ Services Holdings Canada, ULC and BJ Services Management Holdings Corporation filed a voluntary Chapter 11 petition with the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "Bankruptcy Court"), under Jointly Administered Case No. 20-33627 (MI);

WHEREAS, on November 6, 2020, the Bankruptcy Court entered an order [Docket No. 1093] (the "Confirmation Order") approving, on a final basis, and confirming, the Debtors' Combined Disclosure Statement and Joint Chapter 11 Plan (the "Plan");

WHEREAS, the Plan contemplates, on the "Effective Date" (as defined in the Plan): (a) the creation of a wind-down trust (the "Wind-Down Trust") and the creation of the beneficial interests in the Wind-Down Trust of certain parties identified therein as "Wind-Down Trust Beneficiaries" in accordance with the Plan (collectively, the "Beneficiaries"), and (b) that the Wind-Down Trust will be vested with the "Wind-Down Trust Assets" (as defined in the Plan), to be liquidated and distributed to the Beneficiaries, in accordance with the Plan and Confirmation Order;

WHEREAS, the Debtors and Anthony C. Schnur ("Schnur") subsequently entered into that certain Wind-Down Trust Agreement dated November 6, 2020 ("Trust Agreement"), which created the Wind-Down Trust in accordance with its terms and the Plan, and appointed Schnur as the "Wind-Down Trustee" (as defined in the Trust Agreement);

WHEREAS, Schnur resigned as Wind-Down Trustee on February 26, 2021, and Assignor was appointed as successor Wind-Down Trustee of even date; and

WHEREAS, in furtherance of the liquidation and distribution of the Wind-Down Trust Assets, 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 the Assigned IP Rights (defined below).

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

I. ASSIGNED IP RIGHTS

1.1. Consideration. Subject to the terms and conditions of this Agreement, Assignor hereby agrees to sell Assignee, and Assignee hereby agrees to purchase from Assignor, the Assigned IP Rights. The aggregate consideration (the "Consideration") to be paid by Assignee to Assignor for the Assigned IP Rights shall be a cash payment equal to Five Thousand and No/100

United States Dollars (\$5,000.00). Assignee shall, within one (1) business day hereof, make payment of the Consideration to the Assignor pursuant to wiring instructions provided by Assignor to Assignee in writing.

1.2. Termination. In the event either: (a) Assignor does not receive the Consideration from Assignee on or before April 30, 2021, or (b) a court or other governmental body issues an order restraining, enjoining, or otherwise prohibiting the consummation of the transactions contemplated by this Agreement, or declaring the transactions unlawful, and such order becomes final, binding and non-appealable, then Assignor may terminate this Agreement by delivering written notice thereof to Assignee. In such event, Assignor shall have no further obligation or liability to Assignee arising out of this Agreement.

1.3. Assignment. Effective upon Assignor's receipt of the Consideration (the "Closing"), Assignor hereby sells, transfers, sets over and assigns to Assignee all of Assignor's worldwide rights, title and interests in, to and under the trademark registrations and trademark applications listed in Schedule A, attached hereto (collectively, the "Marks"), including, without limitation, (a) all goodwill, common law rights, copyrights in any designs or logos, and use rights associated with the Marks, (b) any other registrations or applications for said Marks and renewals thereof which have been or shall be issued in the United States, Canada, and all foreign countries; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such applications in the United States and/or Canada, and (c) all rights (but not the obligation) to assert the Marks and to collect for all past, present and future violations thereof, 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, (the Marks and such related intellectual property rights, the "Assigned IP Rights").

1.4. Recordation. Subject to the occurrence of the Closing, Assignor hereby authorizes Assignee to file a memorandum of this Agreement at the United States Patent & Trademark Office and its counterparts in any applicable jurisdiction in the world.

1.5. Excluded Assets. For the avoidance of doubt, 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 Assigned IP Rights.

1.6. Representations and Warranties of Assignor. Assignor represents and warrants that Assignor has received all authorizations from the Bankruptcy Court and other parties required by Trust Agreement and the Plan to enter into this Agreement and consummate the assignment of the Assigned IP Rights described hereunder. This Section 1.6 contains the sole and exclusive representations and warranties of Assignor with respect to the Assigned IP Rights.

1.7. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 1.6: (A) ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE ASSIGNED IP RIGHTS WHATSOEVER, AND DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, OR STATEMENTS, WHETHER EXPRESS, IMPLIED, WRITTEN, ORAL OR OTHERWISE, AND (B) WITHOUT LIMITING THE FOREGOING, THE ASSIGNED IP RIGHTS ARE CONVEYED "AS IS."

1.8. Taxes.

(a) As used herein: (i) "Tax" or "Taxes" means any federal, state, local, provincial, municipal or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under the U.S. Internal Revenue Code Section 59A), customs duties, capital stock, employer health, franchise, profits, withholding, social security (or similar), national insurance, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, goods and services, alternative or add-on minimum, estimated, escheat or unclaimed property, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not, including any liability for such amounts of as a result of any express or implied obligation to indemnify any other person or entity, as a transferee or successor, by contract or otherwise; (ii) "Tax Return" means any return, claim for refund, report, statement or information return relating to Taxes required to be filed with a governmental body, including any schedule or attachment thereto, and including any amendments thereof (for the avoidance of doubt, excluding any federal income tax returns of Assignor and Assignee); and (iii) "Transfer Taxes" means all state and local transfer, sales, use, and value-added Taxes incurred in connection with the sale and transfer of the Assigned IP Rights under this Agreement.

(b) Assignee will be responsible for the preparation and filing of all Tax Returns relating to the Assigned IP Rights for all periods as to which Tax Returns are due after the Closing (other than Tax Returns with respect to Transfer Taxes). Assignee will make all payments required with respect to any such Tax Return; *provided, however*, that Assignor will reimburse Assignee to the extent any payment which Assignee is making relates to the Assigned IP Rights for any period ending on or before the Closing (with such ad valorem or property Taxes or other Taxes determined without regard to income, receipts or employment shall be prorated on a daily basis). Such reimbursement shall be made following Assignee's written demand therefor, and such demand shall include a calculation and reasonable support for such reimbursement claim.

(c) Notwithstanding any other provision of this Agreement, all Transfer Taxes shall be paid by Assignee, and Assignor shall prepare and timely file at its expense all such Tax Returns relating to Transfer Taxes; *provided, however*, that Assignee shall pay to Assignor at the Closing such Transfer Taxes, if any, required to be collected by Assignor and shall reimburse Assignor for any expenses incurred in connection with any Tax Returns required to be filed by Assignor with respect to such Transfer Taxes. Notwithstanding the foregoing, to the extent Assignor or Assignee believe that all or a part of the transactions contemplated by this Agreement are exempt from any Taxes, Assignor and Assignee shall cooperate reasonably to permit Assignor and Assignee to obtain the benefit of any applicable exemption from any Taxes.

(d) The Parties hereby acknowledge and agree that the Assigned IP Rights are Class VI assets within the meaning of the Internal Revenue Code of 1986, as amended. Each of Assignor and Assignee agrees to complete and file Form 8594 with its U.S. federal income Tax Return consistent with such classification for the Tax year in which the Closing occurs. Assignor and Assignee shall each file all Tax Returns and execute and file such other documents as may be required by any governmental authority, in a manner consistent with such classification.

II. MISCELLANEOUS

2.1. 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.

2.2. 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 Party 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.

2.3. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable laws, 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.

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

(a) As used herein, "Action" means any action, claim (including a counterclaim, cross-claim, or defense), complaint, grievance, summons, suit, litigation, arbitration, mediation, audit, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation, of any kind whatsoever, regardless of the legal theory under which such liability or obligation may be sought to be imposed, whether sounding in contract or tort, or whether at law or in equity, or otherwise under any legal or equitable theory, commenced, brought, conducted or heard by or before, or otherwise involving, any governmental body or arbitrator. Except to the extent the mandatory provisions of the United States 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 federal and state courts in Harris County, Texas (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. 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 2.4(c).

2.5. 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.

2.6. 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.

2.7 Further Assurances. Assignor shall 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 Assigned IP Rights contemplated herein, and shall not enter into any agreement in conflict with this Agreement.

2.8 Notices. Except as otherwise expressly provided herein, all notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given (a) when personally delivered, (b) when transmitted by electronic mail, (c) the day following the day on which the same has been delivered prepaid to a reputable national overnight air courier service or (d) the third (3rd) business day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case, to the respective Party at the number, electronic mail address or street address, as applicable, set forth below, or at such other number, electronic mail address or street address as such Party may specify by written notice to the other Party.

Notices to Assignee:

BJ Energy Solutions, LLC
2001 Timberloch Place, Suite 350
The Woodlands, TX 77380
Attention: Warren Zemlak
Email: wzemlak@bjenergy.com

With a copy to (which shall not constitute notice):

Womble Bond Dickinson (US), LLP
811 Main St, Suite 3130
Houston, TX 77002
Attn: Jeffrey S. Whittle
Email: jeffrey.whittle@wbd-us.com

Notices to Assignor:

Ankura Consulting Group
2000 K Street NW, 12th Floor
Washington, DC 20006
Attention: Scott Rinaldi
Email: Scott.Rinaldi@ankura.com

With a copy to (which shall not constitute notice):

Gray Reed & McGraw LLP
1300 Post Oak Blvd., Suite 2000
Houston, Texas 77056

Attention: Paul Moak
Email: pmoak@grayreed.com

[Signature Pages Follow]

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

ASSIGNOR:

SA Rinaldi
Scott A. Rinaldi, as Trustee of the BJ Services Wind-Down Trust

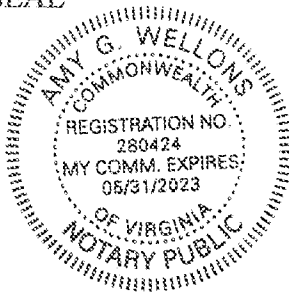
~~DISTRICT OF COLUMBIA~~ §
State of Virginia §
County of Chesterfield §

This instrument was acknowledged before me on April 28, 2021 by Scott A. Rinaldi, as Trustee of the BJ Services Wind-Down Trust.

Notary Public: *Amy G Wellons*

My commission expires: 5-31-2023

SEAL



[Signature page to Trademark Assignment Agreement]

ASSIGNEE:

BJ ENERGY SOLUTIONS, LLC

By: [Signature]
Warren Zmlak,
Chief Executive Officer

STATE OF TEXAS §

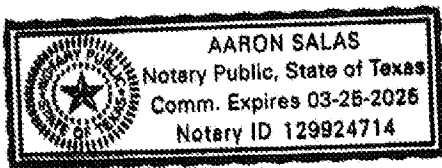
COUNTY OF HARRIS §

This instrument was acknowledged before me on April 29, 2021 by Warren Zmlak, an authorized officer of BJ Energy Solutions, LLC, a Delaware limited liability company.

Notary Public: [Signature]

SEAL

My commission expires: 3-25-2025



Schedule A
Marks

| Trademark | Country | Application No. | Filing Date | Registration No. | Registration Date | Status |
|-----------|---------------|-----------------|-------------|------------------|-------------------|------------|
| THINFRAC | United States | 87407094 | 4/11/2017 | - | - | Allowed |
| VISCOFRAC | United States | 87365789 | 3/9/2017 | - | - | Allowed |
| RHEOFRAC | United States | 87365790 | 3/9/2017 | - | - | Allowed |
| FRACARE | United States | 87365780 | 3/9/2017 | 5587103 | 10/16/2018 | Registered |
| RESCARE | United States | 87365785 | 3/9/2017 | 5587104 | 10/16/2018 | Registered |
| REACH | United States | 87365786 | 3/9/2017 | - | - | Allowed |
| SAVANT | United States | 87619593 | 9/22/2017 | 5921473 | 11/26/2019 | Registered |
| THINFRAC | Canada | 1894453 | 4/18/2018 | 1096704 | 3/23/2021 | Registered |
| VISCOFRAC | Canada | 1903035 | 6/6/2018 | 1096656 | 3/23/2021 | Registered |
| RHEOFRAC | Canada | 1903034 | 6/6/2018 | 1096664 | 3/23/2021 | Registered |
| FRACARE | Canada | 1894439 | 4/18/2018 | 1096661 | 3/23/2021 | Registered |
| RESCARE | Canada | 1903033 | 6/6/2018 | 1096668 | 3/23/2021 | Registered |
| REACH | Canada | 1903032 | 6/6/2018 | 1086430 | 10/28/2020 | Registered |
| SAVANT | Canada | 1888914 | 9/22/2017 | 1073166 | 2/20/2020 | Registered |