

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648843

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900617183

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BJ SERVICES, LLC (by BJ SERVICES WIND-DOWN TRUST)		04/27/2021	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:	90011434	FACTS
Serial Number:	88721052	TITAN
Serial Number:	88721058	TITAN
Serial Number:	88721064	TITAN5
Serial Number:	88721067	TITAN5
Serial Number:	71643961	BJ
Serial Number:	74079294	BJ

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: 5 source=BJJ to BJES - exAssignment (Titan)#page1.tif source=BJJ to BJES - exAssignment (Titan)#page2.tif source=BJJ to BJES - exAssignment (Titan)#page3.tif source=BJJ to BJES - exAssignment (Titan)#page4.tif source=BJJ to BJES - exAssignment (Titan)#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is executed as of April 27, 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").

WHEREAS, BJ Services, LLC, a Delaware limited liability company ("BJS"), BJ Services Holdings Canada ULC, a British Columbia unlimited liability company ("BJC"), and together with BJS, each a "Seller" and collectively, "Sellers", on the one hand, and TES Asset Acquisition, LLC, a Delaware limited liability company ("TES"), on the other hand, entered into that certain Asset Purchase Agreement dated July 24, 2020 (the "Purchase Agreement");

WHEREAS, terms not otherwise defined in this Agreement shall have the meaning ascribed to such terms in the Purchase Agreement;

WHEREAS, pursuant to the terms of the Purchase Agreement, Sellers were to deliver an executed Assignment and Assumption Agreement to TES or its designee, assigning to such Person the Marks (defined below); and

WHEREAS, Assignor, as successor-in-interest to Sellers, and Assignee, as the designee of TES, intend to enter into this Agreement to document the assignment of the Marks contemplated by the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt, legal sufficiency and adequacy of which are hereby acknowledged, the parties agree that:

This Agreement is delivered pursuant to, and is hereby made subject to, the terms and conditions of the Purchase Agreement. Notwithstanding any provisions of this Agreement to the contrary, this Agreement does not amend, modify, extend or expand any of the representations and warranties of Sellers (nor Assignor, as successor-in-interest to Sellers), under the Purchase Agreement. To the extent of any conflict between the Purchase Agreement and this Agreement, the terms of the Purchase Agreement shall control.

Assignor hereby sells, transfers, sets over and assigns to Assignee all of Assignor's right, title and interest in, to and under the U.S. and Canadian trademark registrations and U.S. and Canadian trademark applications listed in Schedule A, attached hereto, including all its common law rights, copyrights in any design or logos, use rights and all its rights to collect any and all past and present damages (the "Marks"), together with the goodwill associated therewith, for the United States, Canada, and all foreign countries where it may have rights as well, in and to the Marks, including, without limitations; 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.

Assignor also authorizes the issuing authority to issue any and all United States, Canada, and foreign registrations and renewals thereof to the Assignee.

Assignor covenants, when requested and at the expense of the Assignee, to carry out in good

faith the intent and purpose of the Purchase Agreement and this Agreement, the undersigned will execute all rightful oaths, declarations, assignments, powers of attorney and other papers for securing, maintaining and enforcing proper protection for the Marks.

This Assignment shall be binding on the heirs, assigns, representatives and successors of the Assignor and extend to the successors, assigns and nominees of the Assignee.

[Signature Pages Follow]

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

ASSIGNOR:

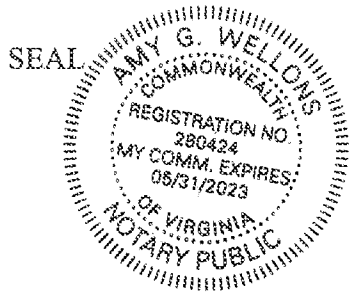
SA Rinaldi
Scott A. Rinaldi,
as Trustee of the BJ Services Wind-Down Trust

~~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 H Wellons*

My commission expires: *5-31-2023*



ASSIGNEE:

BJ ENERGY SOLUTIONS, LLC

By: 
Warren Zemplak,
Chief Executive Officer

STATE OF TEXAS §

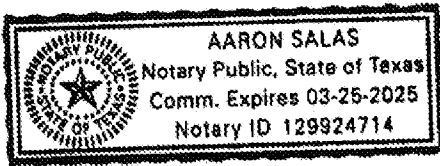
COUNTY OF HARRIS §

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

Notary Public: 

SEAL

My commission expires: 3-25-2025



Schedule A - Trademarks

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status
FACTS	United States	90011434	6/19/2020	-	-	Allowed
TITAN	United States	88721052	12/10/2019	-	-	Pending
TITAN Leaf Design	United States	88721058	12/10/2019	-	-	Pending
TITAN5	United States	88721064	12/10/2019	-	-	Pending
TITAN5 Leaf Design	United States	88721067	12/10/2019	-	-	Pending
BJ	United States	71643961	3/20/1953	584646	1/12/1954	Registered
BJ	United States	74079294	7/18/1990	1696528	6/23/1992	Registered
BJ	Canada	0181856	12/4/1942	UCA17515	12/4/1942	Registered
TITAN	Canada	2010827	2/10/2020	-	-	Pending
TITAN Leaf Design	Canada	2010825	2/10/2020	-	-	Pending
TITAN5	Canada	2010828	2/10/2020	-	-	Pending
TITAN5 Leaf Design	Canada	2010826	2/10/2020	-	-	Pending