

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM686564

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	05/14/2021		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NBL Texas, LLC		05/14/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Noble Energy, Inc.		
<b>Street Address:</b>	6001 Bollinger Canyon Road		
<b>City:</b>	San Ramon		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94583		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3257120	R ROSETTA RESOURCES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9258422022		
<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>	(925) 842-9305		
<b>Email:</b>	seandwyer@chevron.com		
<b>Correspondent Name:</b>	Sean W. Dwyer		
<b>Address Line 1:</b>	6001 Bollinger Cayon Road		
<b>Address Line 4:</b>	San Ramon, CALIFORNIA 94583		
<b>NAME OF SUBMITTER:</b>	Sean W. Dwyer		
<b>SIGNATURE:</b>	/seanwdwyer/		
<b>DATE SIGNED:</b>	11/08/2021		
<b>Total Attachments: 7</b>			
source=20210514 Agreement and Plan of Merger - Noble Energy Inc. and three subsidiaries.docx (1)#page1.tif			
source=20210514 Agreement and Plan of Merger - Noble Energy Inc. and three subsidiaries.docx (1)#page2.tif			
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source=20210514 Agreement and Plan of Merger - Noble Energy Inc. and three subsidiaries.docx (1)#page4.tif			
source=20210514 BOM Consent by NBL Texas, LLC re merger into NEI.docx#page1.tif			

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## AGREEMENT AND PLAN OF MERGER

### Merging

**NBL Texas, LLC, a Delaware limited liability company,  
NBL Permian Water LLC, a Delaware limited liability company,  
Rosetta Resources Offshore, LLC, a Delaware limited liability company,**

### With and Into

**Noble Energy, Inc., a Delaware corporation**

This AGREEMENT AND PLAN OF MERGER (the “**Agreement**”), dated as of May 14, 2021, is entered into by and among NBL Texas, LLC, a Delaware limited liability company, NBL Permian Water LLC, a Delaware limited liability company, Rosetta Resources Offshore, LLC, a Delaware limited liability company, (collectively, the “**Merged Entities**”), and Noble Energy, Inc., a Delaware corporation (“**NEI**”).

### WITNESSETH:

WHEREAS, the Merged Entities are wholly-owned subsidiaries of NEI; and

WHEREAS, the sole member of each of the Merged Entities and the board of directors of NEI have determined that it is advisable and in the best interest of Merged Entities that (1) the Merged Entities merge with and into NEI upon the terms and subject to the conditions stated herein (the “**Merger**”), and (2) that NEI be the sole surviving entity of the Merger; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement and the Merger, the parties hereto agree as follows:

### SECTION 1

#### Merger; Effects

1.1 At the Effective Time (as hereinafter defined), the Merged Entities shall be merged with and into NEI, and the separate existence of each of the Merged Entities shall cease and NEI shall thereafter continue as the surviving entity (the “**Surviving Entity**”) under the laws of the State of Delaware.

1.2 At the Effective Time:

(a) Each then-outstanding share of capital stock of NEI shall, by virtue of the Merger and without any action on the part of the holder thereof, remain unchanged and continue to remain outstanding as one share of capital stock of the Surviving Entity.

(b) Each of the then-outstanding membership interest of each of the Merged Entities shall, by virtue of the Merger and without any action on the part of the holder thereof, be automatically canceled, shall cease to exist and shall no longer be outstanding; and no consideration shall be issued in respect thereof.

## SECTION 2

### Effective Time

2.1 If this Agreement is duly adopted by the sole member of each of the Merged Entities and the board of directors of NEI and is not terminated in accordance with Section 5 hereof, a certificate of merger reflecting this Agreement (the “**Certificate of Merger**”) shall be filed with the Secretary of State of the State of Delaware (the “**Secretary of State**”).

2.2 The Merger shall become effective (the “**Effective Time**”) at the time of the filing of the Certificate of Merger with the Secretary of State or such later time as may be specified therein.

## SECTION 3

### Certificate of Incorporation and Bylaws

3.1 At the Effective Time, the Certificate of Incorporation of NEI, as amended through the Effective Time, shall be the Certificate of Incorporation of the Surviving Entity.

3.2 At the Effective Time, the Bylaws of NEI, as amended through the Effective Time, shall be the Bylaws of the Surviving Entity.

## SECTION 4

### Directors and Officers

4.1 The directors and officers of NEI immediately prior to the Effective Time of the Merger shall be the directors and officers, respectively, of the Surviving Entity.

## SECTION 5

### Amendment and Termination

5.1 At any time prior to the Effective Time, notwithstanding approval of this Agreement by the board of directors of NEI and/or the sole member of each of the Merged Entities, this Agreement may be amended, to the fullest extent permitted by applicable law, by an agreement in writing duly approved by each of the parties.

5.2 At any time prior to the Effective Time, notwithstanding approval of this Agreement by the board of directors of NEI and sole member of each of the Merged Entities, this Agreement may be terminated and abandoned by each of the parties.

## SECTION 6

### Governing Law

6.1 This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws.

**[signature page follows]**

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized officers, as of the May 14, 2021.

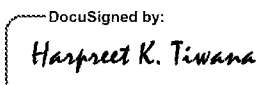
**NBL TEXAS, LLC**

By:   
Name: Gina K. Lee  
Title: Assistant Secretary

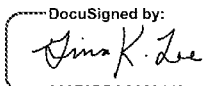
**NBL PERMIAN WATER LLC**

By:   
Name: Gina K. Lee  
Title: Assistant Secretary

**ROSETTA RESOURCES OFFSHORE, LLC**

By:   
Name: Harpreet K. Tiwana  
Title: Assistant Secretary

**NOBLE ENERGY, INC.**

By:   
Name: Gina K. Lee  
Title: Assistant Secretary

**NBL Texas, LLC**  
Unanimous Consent of the Board of Managers  
In Lieu of Meeting  
May 14, 2021

THE UNDERSIGNED, constituting all of the members of the Board of Managers of NBL Texas, LLC, a Delaware limited liability company (the “Company”), do hereby unanimously adopt the following resolutions as if the same had been presented to a meeting of the Board of Managers of the Company, effective as of the date referenced above:

**MERGER OF COMPANY WITH AND INTO NOBLE ENERGY, INC.**

**WHEREAS**, the Company is a wholly-owned direct subsidiary of Noble Energy, Inc., a Delaware corporation;

**WHEREAS**, the Company desires to merge itself with and into Noble Energy, Inc., with Noble Energy, Inc. as the surviving entity;

**NOW, THEREFORE, BE IT**

**RESOLVED**, that this Company merge itself into Noble Energy, Inc., with Noble Energy, Inc. as the surviving entity which will assume all of the Company’s liabilities and obligations; and be it further

**RESOLVED**, that the Agreement and Plan of Merger by and among the Company and Noble Energy, Inc., NBL Permian Water LLC and Rosetta Resources Offshore, LLC, in the form attached hereto as Exhibit A (the “Merger Agreement”) is hereby approved; and be it further

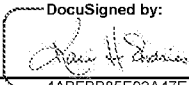
**RESOLVED**, that the Merger Agreement be submitted to the sole member of the Company for its consideration and approval; and be it further

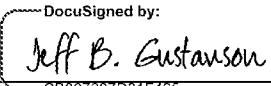
**RESOLVED**, that any officer of the Company, or any attorney-in-fact with relevant authority granted to such attorney-in-fact by the Company (each, an “Authorized Representative”), each with full power to act alone, be, and each of them hereby is, authorized to execute and deliver on behalf of the Company, the Merger Agreement and any documents related to the Merger Agreement in the foregoing resolutions, with such changes as may be approved by the Authorized Representative executing the same, such execution and delivery being conclusive evidence of such approval; and to take all such other actions as the Authorized Representative shall deem necessary or desirable in order to carry out the purpose and intent of the foregoing resolutions contemplated hereby, and that all actions heretofore taken on behalf of the Company by an Authorized Representative in connection with the foregoing resolutions are hereby ratified and approved.

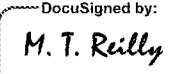
[Remainder of page intentionally left blank. Signature page to follow.]

NBL Texas, LLC  
Unanimous Consent of the Board of Managers  
May 14, 2021  
Page 2

**IN WITNESS WHEREOF**, this consent is executed by all of the Managers of the Company. This consent may be executed in multiple counterparts, by electronic means or otherwise, all of which together shall be one and the same instrument. This consent shall be filed in the Minute Book of the Company and become part of the records of the Company. Any electronic copies shall be deemed originals and shall be valid.

DocuSigned by:  
  
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4ABFB885E93A47E...  
Kari H. Endries

DocuSigned by:  
  
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C8867237D01F425...  
Jeff B. Gustavson

DocuSigned by:  
  
-----  
JABA7870FF054F2...  
M. T. Reilly



**Exhibit A**

**Agreement and Plan of Merger**

**(see attached)**