

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM738017

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900686768		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Expro Americas, LLC		11/13/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ADS Services, LLC		
Street Address:	10712 WCR 77		
City:	Midland		
State/Country:	TEXAS		
Postal Code:	79707		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	75911979	POWER CHOKES	
Serial Number:	76566430	POWER CHOKES	
Serial Number:	85615543	POWERCHOKES	
Serial Number:	85615550	POWERCHOKES	
CORRESPONDENCE DATA			
Fax Number:	9726283616		
<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:	972-628-3600		
Email:	trademarks@munckwilson.com		
Correspondent Name:	John J. Arnott		
Address Line 1:	P.O. Drawer 800889		
Address Line 2:	Docket Clerk		
Address Line 4:	Dallas, TEXAS 75380		
NAME OF SUBMITTER:	John J. Arnott		
SIGNATURE:	/jja/		
DATE SIGNED:	06/30/2022		
Total Attachments: 58			

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ASSET PURCHASE AGREEMENT

BY AND AMONG

ADS SERVICES, LLC;

AND

EXPRO AMERICAS, LLC

Dated as of November 13, 2020

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 2.2 [REDACTED]

 2.3 [REDACTED]

 2.4 [REDACTED]

[REDACTED]

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[REDACTED]

 6.1 [REDACTED]

 6.2 [REDACTED]

 6.3 [REDACTED]

[Redacted]

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7.4
7.5

[Redacted]

[Redacted]

8.1
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8.4
8.5

[Redacted]

[Redacted]

9.1
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9.6
9.7

[Redacted]

[Redacted]

[Redacted]

11.1
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[Redacted]

[REDACTED]
Exhibit B
[REDACTED]

[REDACTED]
Form of Bill of Sale and IP Assignments
[REDACTED]

[REDACTED]
Schedule 2.1(a)(iv)
[REDACTED]

[REDACTED]
Purchased Intellectual Property
[REDACTED]

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “Agreement”), dated as of November 13, 2020 (the “Effective Date”), is entered into by and among ADS Services, LLC, a Delaware limited liability company (“Purchaser”) and Expro Americas, LLC, a Delaware limited liability company (“Seller”). Purchaser and Seller are sometimes individually or collectively referred to as a “Party” or the “Parties”.

RECITALS

A. Seller desires to sell, exchange, assign, transfer, convey and deliver to Purchaser, and Purchaser desires to accept from Seller, all of the Purchased Assets for the consideration set forth in this Agreement, upon the terms and subject to the conditions set forth herein.

NOW THEREFORE, in consideration of the premises and the mutual representations, warranties, agreements and covenants hereinafter set forth, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE 1 DEFINED TERMS

Terms with their initial letters capitalized used but not otherwise defined herein have the meanings given to them in Exhibit A, unless otherwise expressly provided herein.

ARTICLE 2 SALE OF PURCHASED ASSETS

2.1 Purchased Assets; Excluded Assets.

(a) Purchased Assets. On the terms and subject to the conditions of this Agreement, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase and acquire from Seller, free and clear of any Liens, all right, title and interest in and to the following property, rights, interests, tangible and intangible assets of Seller used exclusively in the Business (other than Excluded Assets) (the “Purchased Assets”):

- (i) Tangible Personal Property;
- (ii) Inventory;
- (iii) Contracts specifically listed on Schedule 2.1(a)(iii);
- (iv) Intellectual Property specifically listed on Schedule 2.1(a)(iv) (the “Purchased Intellectual Property”);
- (v) Copies of Books and Records;
- (vi) the Licenses specified in Schedule 2.1(a)(vi) and all pending applications or renewals thereof, to the extent that their transfer is permitted by Applicable Law;
- (vii) guarantees, warranties, indemnities and similar rights in favor of Seller with respect to any of Purchased Assets, if any;

(viii) telephone and facsimile numbers and post office boxes to the extent that their transfer is permitted by Applicable Law;

(ix) all Prepayments; and

(x) all goodwill with respect to the Business.

(b) Excluded Assets. At the Closing, Purchaser shall not purchase and Seller shall retain all right, title and interest in and to all of the following property, rights, interests, tangible and intangible assets of Seller (the "Excluded Assets"):

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

2.2 [REDACTED]

[REDACTED]

[REDACTED]

2.3 [REDACTED]

[REDACTED]

[REDACTED]

2.4 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3.1 [REDACTED]

3.2 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3.3 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5.1 [REDACTED]

5.2 [REDACTED]

5.3 [REDACTED]

5.4 [REDACTED]

5.5

[REDACTED]

[REDACTED]

[REDACTED]

5.6

[REDACTED]

[REDACTED]

5.7

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5.8 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5.9 [REDACTED]

5.10 [REDACTED]

[REDACTED]

[REDACTED]

5.11 [REDACTED]

[REDACTED]

5.12

[REDACTED]

5.13

[REDACTED]

5.14

[REDACTED]

[REDACTED]

[REDACTED]

5.15

[REDACTED]

5.16

[REDACTED]

5.17

[REDACTED]

5.18



5.19



5.20



5.21



5.22



[Redacted]

5.23

[Redacted]

5.24

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

5.25

[Redacted]

[Redacted]

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[REDACTED]

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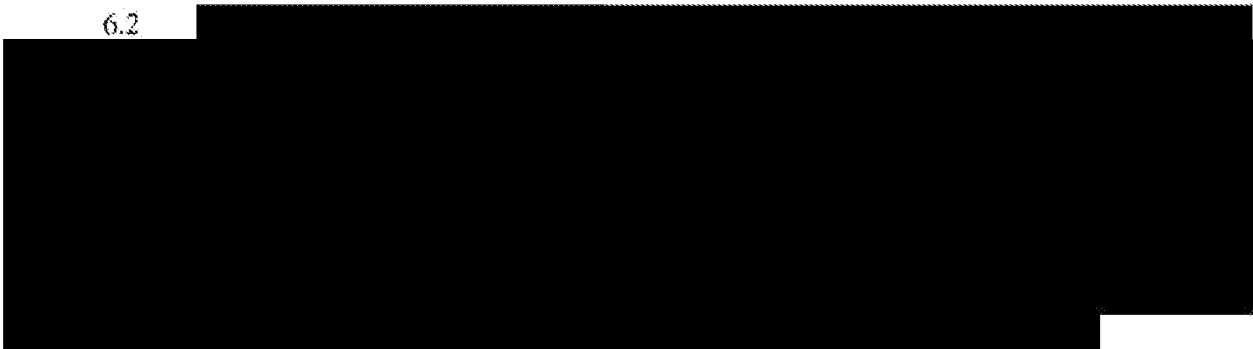
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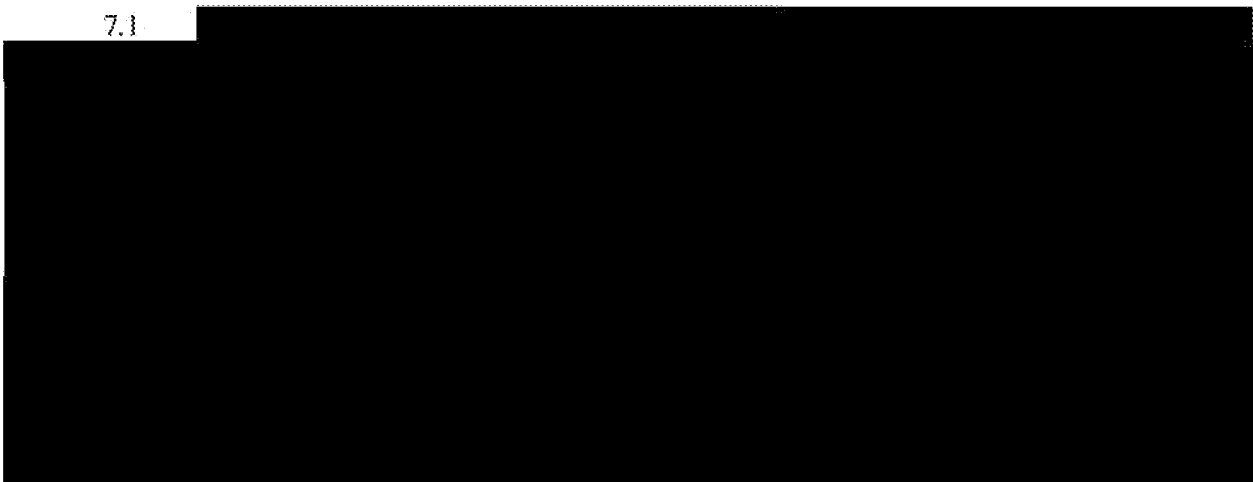
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7.1





7.2



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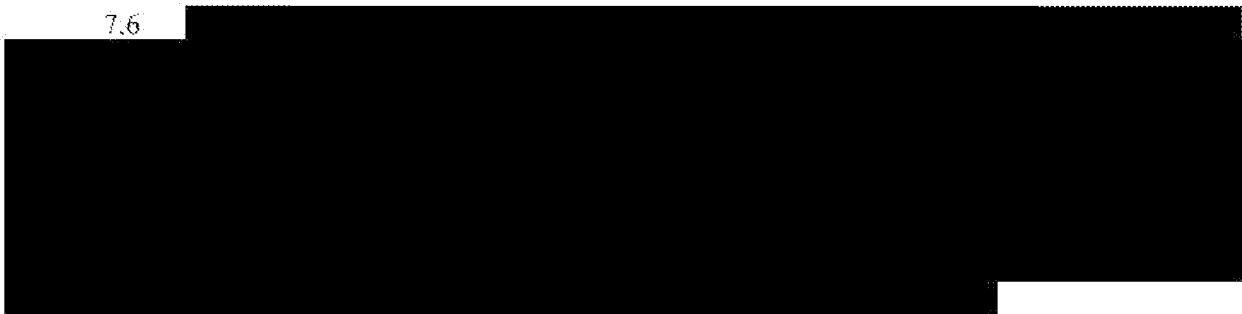




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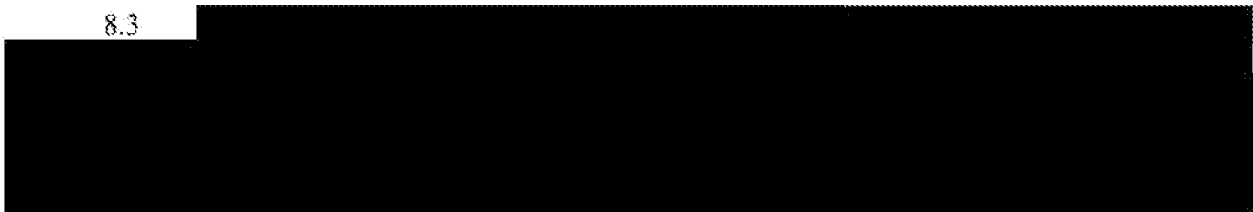
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8.5

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[REDACTED]

9.1

[REDACTED]

9.2

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

93

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

94

[REDACTED]

[REDACTED]

[REDACTED]

9.5

[REDACTED]

9.6

[REDACTED]

[REDACTED]

[REDACTED]

9.7

[REDACTED]

[REDACTED]

[REDACTED]

11.1

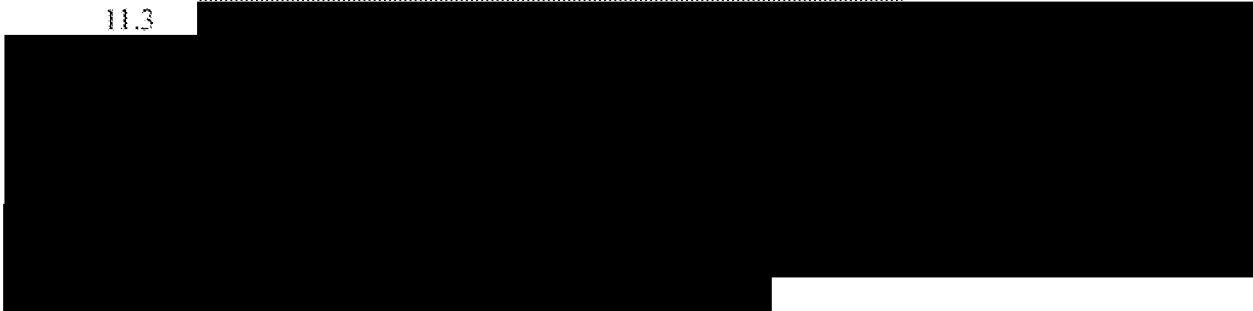
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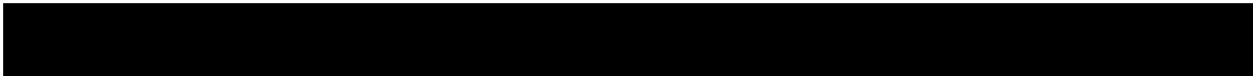
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11.3



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[REDACTED]

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[REDACTED]

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11.8

[REDACTED]

11.9

[REDACTED]

11.10

[REDACTED]



(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this Asset Purchase Agreement as of the Effective Date above.

PURCHASER:

ADS SERVICES, LLC

By: 
Name: Charles Orbell
Title: President

SELLER:

EXPRO AMERICAS, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have executed this Asset Purchase Agreement as of the Effective Date above.

PURCHASER:

ADS SERVICES, LLC

By: _____
Name:
Title:

SELLER:

EXPRO AMERICAS, LLC

By: Eric E. Nelson
Name: Eric E. Nelson
Title: Vice President, Secretary & General Counsel

**EXHIBIT A
DEFINED TERMS**

1. Defined Terms. As used in this Agreement and the Exhibits and Schedules delivered pursuant to this Agreement, the following definitions will apply:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Intellectual Property” means all of the following: (i) trademarks, trade names, trade dress, service marks, logos and business names together with all registrations and renewals thereof and applications for registration therefor; (ii) copyrights, copyright registrations and renewals thereof; (iii) inventions (whether or not patented or patentable), patent applications, patents, and all reissues, divisions, renewals, extensions, continuations, continuations in part, and revisions thereof, and improvements thereto; (iv) computer software, including all source code, object code, firmware, development tools, files, records and data, all media on which any of the foregoing is recorded, all Internet addresses, sites, online business processes, social media accounts and content, and domain names and (v) rights of publicity and commercial exploitation.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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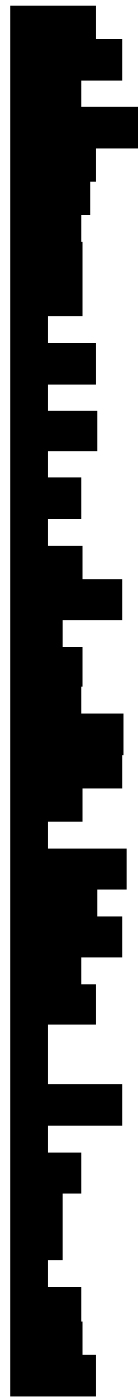
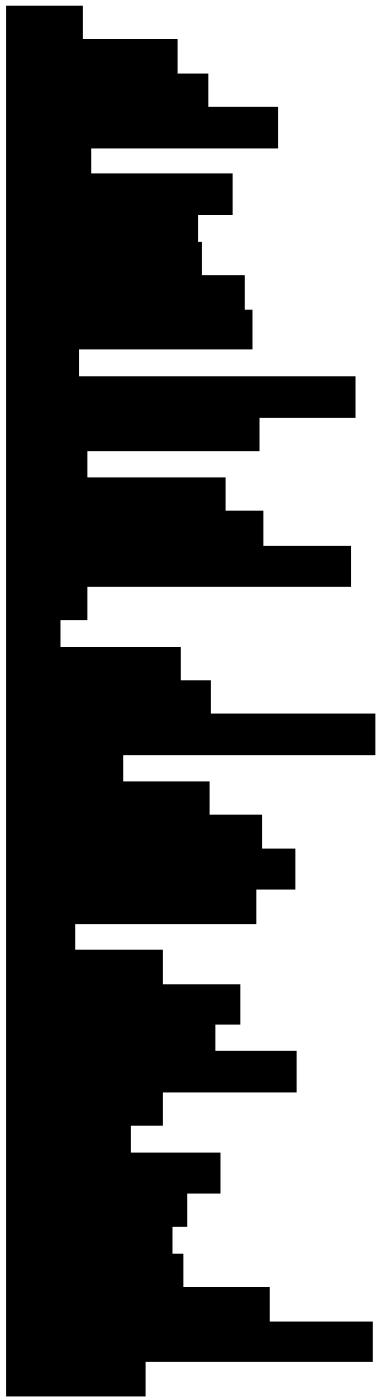


EXHIBIT B
FORM OF BILL OF SALE AND IP ASSIGNMENTS

BILL OF SALE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] _____

[REDACTED]

[REDACTED]

[REDACTED] _____

COPYRIGHT ASSIGNMENT

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**EXHIBIT A
COPYRIGHTS**

- █ [REDACTED]
- █ [REDACTED]
- █ [REDACTED]
- █ [REDACTED]
- █ [REDACTED]
- █ [REDACTED]
- █ [REDACTED]
- █ [REDACTED]
- █ [REDACTED]
- █ [REDACTED]

PATENT ASSIGNMENT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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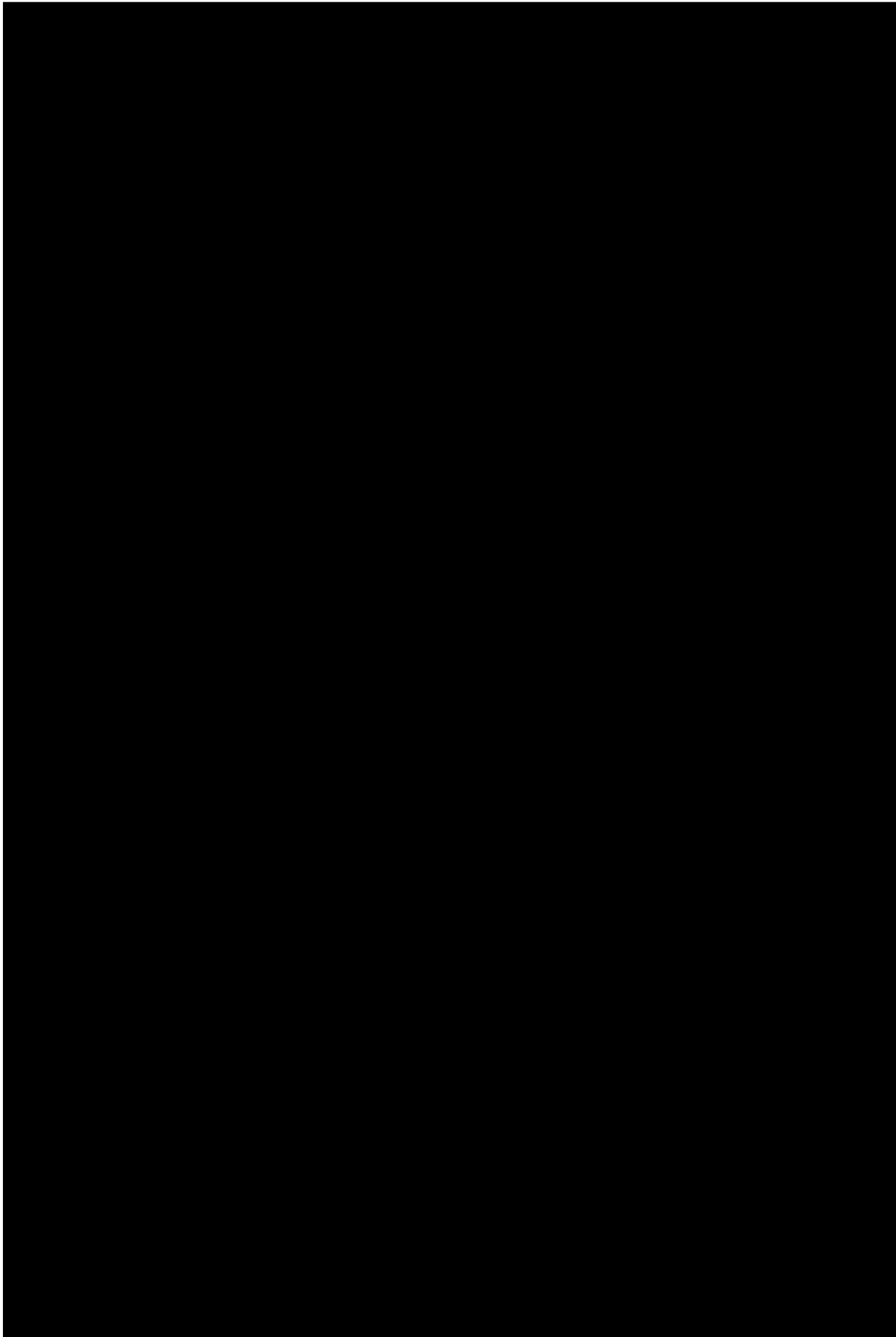
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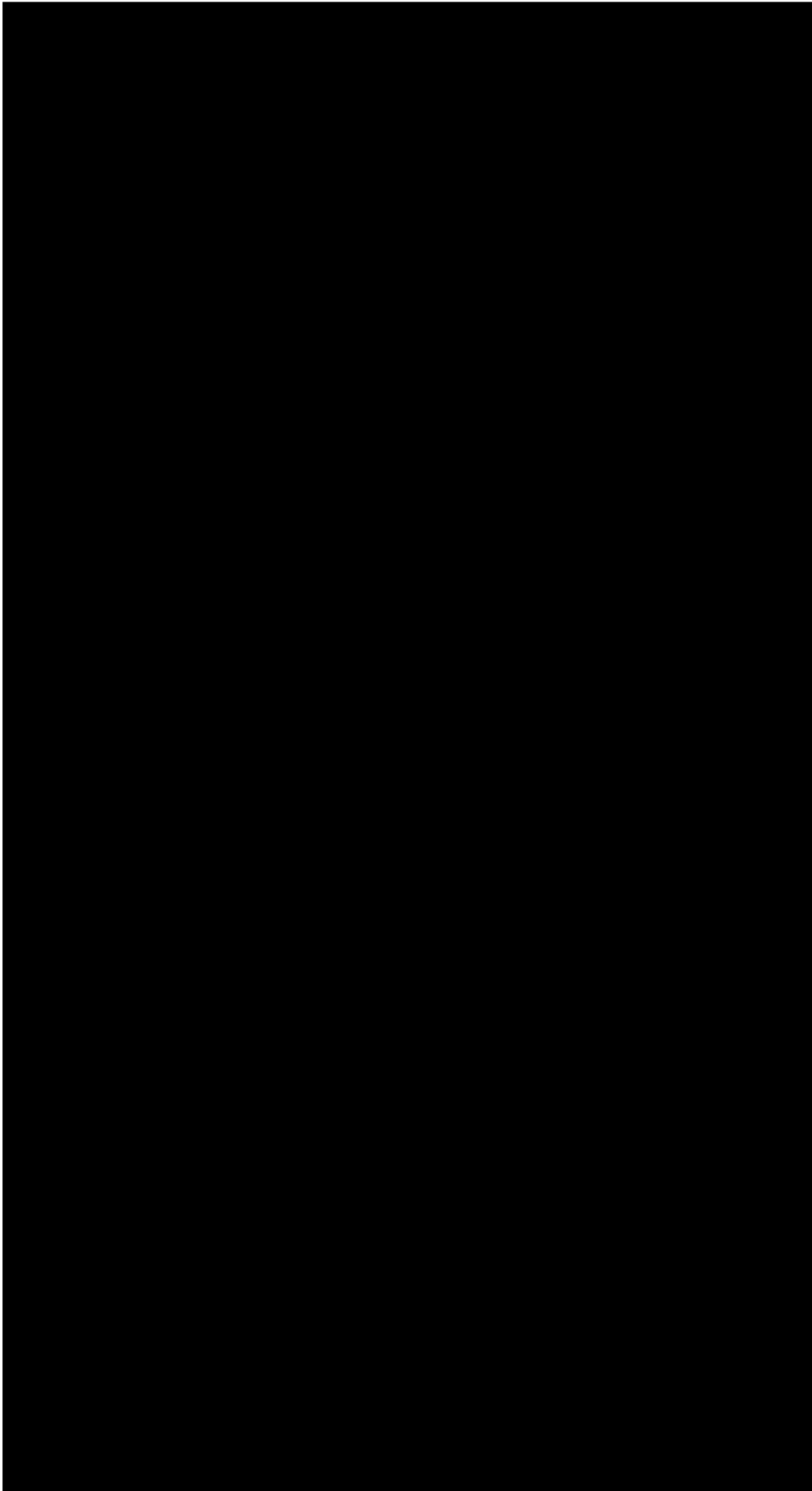
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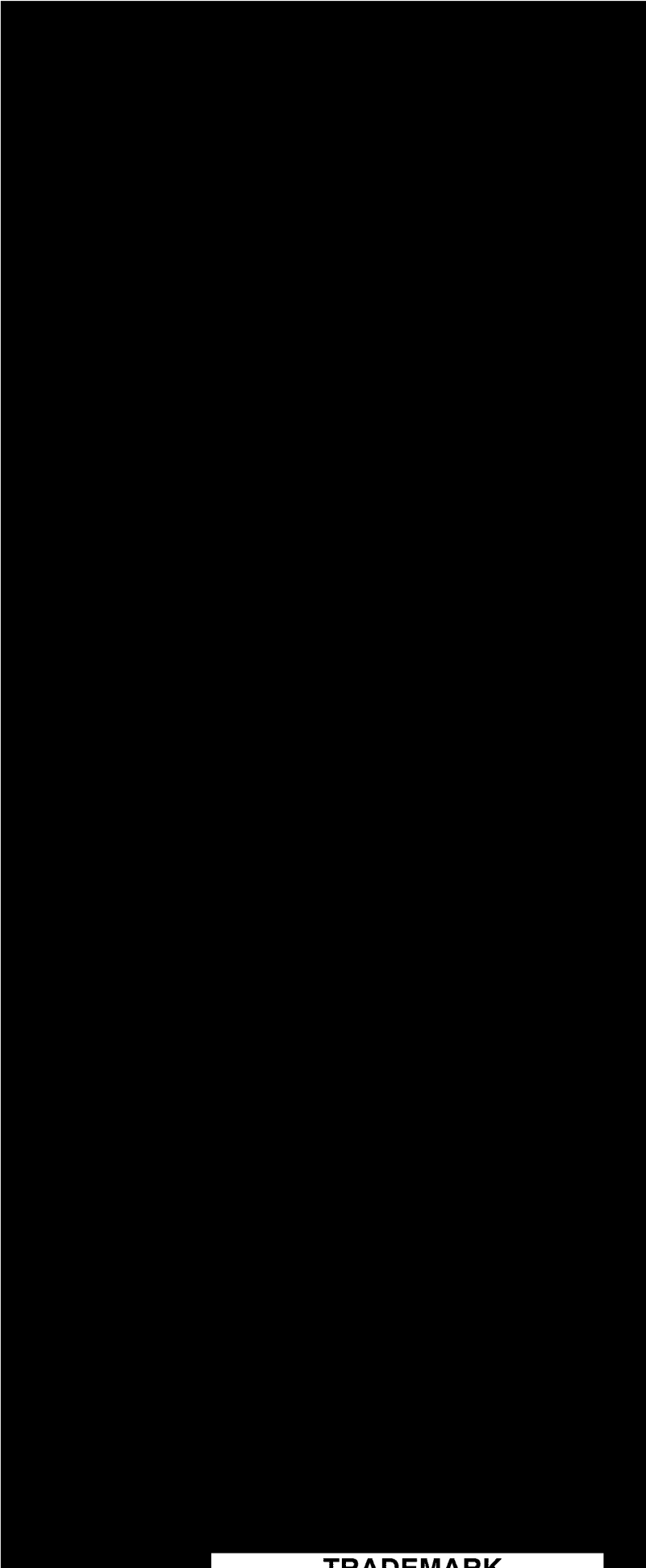
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TRADEMARK
REEL: 007749 FRAME: 0208



3



TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into effective as of November 13, 2020 (the “Effective Date”), between by and between ADS Services, LLC, a Delaware limited liability company (“Purchaser”) and Expro Americas LLC, a Delaware limited liability company (“Seller”). All capitalized terms not otherwise defined herein shall have the meaning set forth in the Asset Purchase Agreement dated as of November 13, 2020, by and between Purchaser and Seller (the “Purchase Agreement”).

RECITALS

- A. Seller is the owner of the trademarks described on Exhibit A attached hereto (the “Trademarks”).
- B. Pursuant to the Purchase Agreement Seller has agreed to assign the Trademarks to Purchaser.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein and in the Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment. For ten dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Seller hereby assigns to Purchaser, free and clear of any and all Liens, all right, title and interest in and to the Trademarks, all rights to claim priority in any country on the basis of the Trademarks, and all applications for trademarks filed or that may hereafter be filed for the marks in any country, and all trademarks which may be granted on any such applications, and all extensions, and renewals thereof, together with all related common-law rights associated therewith and any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable. Seller further assigns to Purchaser all causes of action and associated damages for any and all acts of infringement of the Trademarks that may have occurred prior to the Effective Date.
2. Authorization. The Seller authorizes and requests the United States Patent and Trademark Office to record the Purchaser as the Purchaser of the rights of Seller in the Trademarks and as Purchaser of the entire right, title and interest therein and thereto.
3. Further Assurances. Each party hereto shall, from time to time and at all times hereafter, upon the request of the other party hereto, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, and assurances as may be required to carry out the intent of this Trademark Assignment. Without limiting the foregoing, the Seller agrees, without additional consideration, to take such further actions and to execute any applications, assignments, declarations, affidavits and other papers necessary or desirable to transfer, vest, record and perfect good, valid and marketable title in the Trademarks to the Purchaser.
4. Terms of the Purchase Agreement. Each of the parties acknowledges and agrees that neither the representations and warranties nor the rights and remedies of the parties under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Trademark Assignment, and, to the extent there shall arise a conflict between this Trademark Assignment and the Purchase Agreement, the Purchase Agreement shall control. The Parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities set forth in the Purchase Agreement are not superseded hereby and shall remain in full force and effect.

5. Governing Law. This Trademark Assignment shall be governed by the laws of the State of Texas without regard to its conflict of laws principles.

6. Severability. Any term or provision of this Trademark Assignment that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

7. Amendment, Waiver, etc. No amendment, modification or discharge of this Trademark Assignment, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such amendment, modification, discharge or waiver is sought.

8. Binding Effect; Trademark Assignment. This Trademark Assignment shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns; provided, however, that Seller may not assign this Trademark Assignment to any person (it being understood by the parties hereto that any purported Trademark Assignment by Seller shall be null and void).

9. Third-Party Beneficiaries. Nothing in this Trademark Assignment, express or implied, is intended or shall be construed to create any third-party beneficiaries.

10. Counterparts; Facsimiles. This Trademark Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument, respectively. Executed copies of the signature pages of this Trademark Assignment sent by facsimile or transmitted electronically Portable Document Format (“PDF”) shall be treated as originals, fully binding and with full legal force and effect, and the Parties waive any rights they may have to object to such treatment. Any Party delivering an executed counterpart of this Trademark Assignment by facsimile or PDF also may deliver a manually executed counterpart of this Trademark Assignment, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Assignment.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the Effective Date above.

PURCHASER:

ADS SERVICES, LLC

By: _____

Name:

Title:

SELLER:

EXPRO AMERICAS, LLC

By: _____

Name:

Title:

**EXHIBIT A
TRADEMARKS**

- a. POWERCHOKES, United States, 85/615,543 05/03/2012, US TM POWERCHOKES Class 007, 4,299,540 03/05/2013
- b. POWERCHOKES, United States, 85/615,550 05/03/2012, US TM POWERCHOKES Class 037, 4,277,532 01/15/2013
- c. POWER CHOKES, UNITED STATES, 75911979 02/07/2000, US TM POWER CHOKES, 2,444,250 04/17/2001
- d. POWER CHOKES, UNITED STATES, 76566430 12/22/2003, US TM POWER CHOKES 2,926,053 02/08/2005

TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into effective as of November 13, 2020 (the “Effective Date”), between by and between ADS Services, LLC, a Delaware limited liability company (“Purchaser”) and Expro Americas LLC, a Delaware limited liability company (“Seller”). All capitalized terms not otherwise defined herein shall have the meaning set forth in the Asset Purchase Agreement dated as of November 13, 2020, by and between Purchaser and Seller (the “Purchase Agreement”).

RECITALS

A. Seller is the owner of the trademarks described on Exhibit A attached hereto (the “Trademarks”).

B. Pursuant to the Purchase Agreement Seller has agreed to assign the Trademarks to Purchaser.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein and in the Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment. For ten dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Seller hereby assigns to Purchaser, free and clear of any and all Liens, all right, title and interest in and to the Trademarks, all rights to claim priority in any country on the basis of the Trademarks, and all applications for trademarks filed or that may hereafter be filed for the marks in any country, and all trademarks which may be granted on any such applications, and all extensions, and renewals thereof, together with all related common-law rights associated therewith and any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable. Seller further assigns to Purchaser all causes of action and associated damages for any and all acts of infringement of the Trademarks that may have occurred prior to the Effective Date.

2. Authorization. The Seller authorizes and requests the United States Patent and Trademark Office to record the Purchaser as the Purchaser of the rights of Seller in the Trademarks and as Purchaser of the entire right, title and interest therein and thereto.

3. Further Assurances. Each party hereto shall, from time to time and at all times hereafter, upon the request of the other party hereto, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, and assurances as may be required to carry out the intent of this Trademark Assignment. Without limiting the foregoing, the Seller agrees, without additional consideration, to take such further actions and to execute any applications, assignments, declarations, affidavits and other papers necessary or desirable to transfer, vest, record and perfect good, valid and marketable title in the Trademarks to the Purchaser.

4. Terms of the Purchase Agreement. Each of the parties acknowledges and agrees that neither the representations and warranties nor the rights and remedies of the parties under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Trademark Assignment, and, to the extent there shall arise a conflict between this Trademark Assignment and the Purchase Agreement, the Purchase Agreement shall control. The Parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities set forth in the Purchase Agreement are not superseded hereby and shall remain in full force and effect.

5. Governing Law. This Trademark Assignment shall be governed by the laws of the State of Texas without regard to its conflict of laws principles.

6. Severability. Any term or provision of this Trademark Assignment that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

7. Amendment, Waiver, etc. No amendment, modification or discharge of this Trademark Assignment, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such amendment, modification, discharge or waiver is sought.

8. Binding Effect; Trademark Assignment. This Trademark Assignment shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns; provided, however, that Seller may not assign this Trademark Assignment to any person (it being understood by the parties hereto that any purported Trademark Assignment by Seller shall be null and void).

9. Third-Party Beneficiaries. Nothing in this Trademark Assignment, express or implied, is intended or shall be construed to create any third-party beneficiaries.

10. Counterparts; Facsimiles. This Trademark Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument, respectively. Executed copies of the signature pages of this Trademark Assignment sent by facsimile or transmitted electronically Portable Document Format (“PDF”) shall be treated as originals, fully binding and with full legal force and effect, and the Parties waive any rights they may have to object to such treatment. Any Party delivering an executed counterpart of this Trademark Assignment by facsimile or PDF also may deliver a manually executed counterpart of this Trademark Assignment, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Assignment.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the Effective Date above.

PURCHASER:

ADS SERVICES, LLC

By: 

Name: Charles Orbell

Title: President

SELLER:

EXPRO AMERICAS, LLC

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the Effective Date above.

PURCHASER:

ADS SERVICES, LLC

By: _____
Name:
Title:

SELLER:

EXPRO AMERICAS, LLC

By: Eric E. Nelson
Name: Eric E. Nelson
Title: Vice President, Secretary & General Counsel

**EXHIBIT A
TRADEMARKS**

- a. POWERCHOKES, United States, 85/615,543 05/03/2012, US TM POWERCHOKES Class 007, 4,299,540 03/05/2013
- b. POWERCHOKES, United States, 85/615,550 05/03/2012, US TM POWERCHOKES Class 037, 4,277,532 01/15/2013
- c. POWER CHOKES, UNITED STATES, 75911979 02/07/2000, US TM POWER CHOKES, 2,444,250 04/17/2001
- d. POWER CHOKES, UNITED STATES, 76566430 12/22/2003, US TM POWER CHOKES 2,926,053 02/08/2005