

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM742525

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gryphon Casings Solutions, LLC		08/19/2021	Limited Liability Company: DELAWARE
Gryphon Oilfield Solutions, LLC		08/19/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Summit Casings Services, LLC		
Street Address:	6575 Corporation Parkway		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76126		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5221838	SURESTART	
CORRESPONDENCE DATA			
Fax Number:			
<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:	12149535953		
Email:	gmccormack@jw.com		
Correspondent Name:	Jackson Walker LLP		
Address Line 1:	2323 Ross Avenue, Suite 600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	139099.00009		
NAME OF SUBMITTER:	Greg McCormack		
SIGNATURE:	/Greg McCormack/		
DATE SIGNED:	07/20/2022		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the “Assignment”), dated as of August 19, 2021 (the “Effective Date”), is entered into by and among Summit Casing Services, LLC, a Texas limited liability company (“Buyer”), Gryphon Casing Solutions, LLC, a Delaware limited liability company (“GCS”), and Gryphon Oilfield Solutions, LLC, a Delaware limited liability company (“GOS” and together with GCS, individually and collectively, “Seller”). GCS, GOS and Buyer are each referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Seller, Buyer, Gryphon Oilfield Solutions Holdings, LLC, a Delaware limited liability company, and Gryphon Oilfield Solutions, LLC, a Delaware limited liability company, entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”); and

WHEREAS, pursuant to the Purchase Agreement and the exhibits thereto, Seller has agreed to assign to Buyer (and Buyer has agreed to accept the assignment of) the rights identified on Schedule A attached hereto and any other proprietary rights, including, without limitation, know-how, inventions, discoveries and improvements, shop rights, processes, methods and formulae, trade secrets, specifications and other technical information used by Seller solely in the Business, as defined in the Purchase Agreement (collectively, the “Assigned IP”).

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration (including without limitation the consideration received by Seller pursuant to the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. As of the Effective Date, Seller hereby transfers and assigns to Buyer, and Buyer hereby accepts, all right, title and interest in and to the Assigned IP, and all common law rights and goodwill associated therewith, free and clear of all liens, encumbrances, pledges, or security interests, and all rights to sue for past, present, and future infringement thereunder and collect damages therefor. Seller shall, at Buyer’s cost and expense, perform such actions, execute such documents, and provide such assistance as may be requested by Buyer and Buyer’s successors and assigns in connection with transferring and vesting title to the Assigned IP and any filing, registration, protection, prosecution, maintenance, defense, and enforcement of the Assigned IP.

2. This Assignment is made subject to the terms of the Purchase Agreement, which terms are incorporated herein by reference.

3. This Assignment may be executed in two or more counterparts and may be delivered by facsimile, PDF or other electronic submission, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.


4. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to rules governing the conflict of laws.

[signatures on following page]

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

GCS:

GRYPHON CASING SOLUTIONS, LLC

By: 
Name: Robert Bradley
Title: Vice President

GOS:

GRYPHON OILFIELD SOLUTIONS, LLC

By: 
Name: Robert Bradley
Title: Vice President

BUYER:

SUMMIT CASING SERVICES, LLC

By: _____
Name: Matthew Farrell
Title: Vice President

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

GCS:

GRYPHON CASING SOLUTIONS, LLC

By: _____
Name: Robert Bradley
Title: Vice President

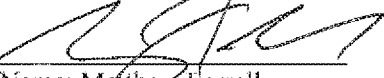
GOS:

GRYPHON OILFIELD SOLUTIONS, LLC

By: _____
Name: Robert Bradley
Title: Vice President

BUYER:

SUMMIT CASING SERVICES, LLC

By: 
Name: Matthew Farrell
Title: Vice President

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 007795 FRAME: 0920

SCHEDULE A

Patents:

<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>	<u>Description</u>	<u>Owner</u>	<u>Status</u>
USA	10132139	11/20/2018	Mid-string wiper plug and carrier	Gryphon Oilfield Solutions, LLC	Issued
USA	10260306	4/16/2019	Casing wiper plug system and method to operate the same	Gryphon Oilfield Solutions, LLC	Issued
USA	Pub #20200263519	1/29/2020 (application date)	Toe valve housing tracer	Gryphon Oilfield Solutions, LLC	Published

Trademarks:

<u>Country</u>	<u>Serial No.</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Trademark</u>	<u>Owner</u>	<u>Status</u>
USA	87188236	5221838	6/13/2017	SURESTART	Gryphon Oilfield Solutions, LLC	Registered, Live

Domain Names:

gryphonoilfield.com

[Schedule A to Intellectual Property Assignment Agreement]