

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782675

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Assignment of all rights relating to the Intellectual Property Rights (section 2.2)
RESUBMIT DOCUMENT ID:	900737066

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Core Laboratories N.V.		06/27/2012	Naamloze Vennootschap (Nv): NETHERLANDS
Core Laboratories Global N.V.		06/27/2012	Limited Liability Company: CURACAO

RECEIVING PARTY DATA

Name:	Core Laboratories Sales N.V.
Street Address:	Ara Hill Top Building, Unit A-10 (or A-11)
City:	Pletterijweg Oost 1, Curacao
State/Country:	NETHERLANDS
Entity Type:	Limited Liability Company: CURACAO

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1768342	ZERO WASH
Registration Number:	2508441	
Registration Number:	2392245	COMPLETION PROFILER
Registration Number:	2603047	RESERVOIR INFORMATION BROWSER
Registration Number:	2665094	RESERVOIR INFORMATION BROWSER
Registration Number:	2528242	PACKSCAN
Registration Number:	2636277	
Registration Number:	2628861	
Registration Number:	2800642	CORE LAB RESERVOIR OPTIMIZATION
Registration Number:	2322866	COHERENCE CUBE
Registration Number:	2787272	ULTRASCAN

CORRESPONDENCE DATA

Fax Number: 4052396651

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: 14052357700

Email: IPMail@crowedunlevy.com
Correspondent Name: Tynia A. McQuigg
Address Line 1: 324 North Robinson Avenue, Suite 100
Address Line 2: Braniff Building
Address Line 4: Oklahoma City, OKLAHOMA 73102

ATTORNEY DOCKET NUMBER: TM755026

NAME OF SUBMITTER: Tynia A. McQuigg

SIGNATURE: /Tynia A. McQuigg/

DATE SIGNED: 01/26/2023

Total Attachments: 9

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EXECUTION COPY

THREE PARTY ASSIGNMENT AGREEMENT

between

CORE LABORATORIES N.V.

as Assignor

and

CORE LABORATORIES GLOBAL N.V.

as Assignor

and

CORE LABORATORIES SALES N.V.

as Assignee



THE UNDERSIGNED

CORE Laboratories N.V., a public limited company (*naamloze vennootschap*) organised under the laws of the Netherlands, whose corporate seat is at Amsterdam, the Netherlands, and whose business address is at Herengracht 424, 1017 BZ Amsterdam, the Netherlands, hereinafter referred to as "CLNV";

AND

CORE Laboratories Global N.V., a company with limited liability organised under the laws of the former Netherlands Antilles and presently existing under the laws of Curaçao, registered in the Curaçao Commercial Register with number 80112, whose registered office and principal place of business is situated at Ara Hill Top Building, Unit A-10 or (A-11), Pletterijweg Oost 1, Curaçao, hereinafter referred to as "CLGNV";

AND

CORE Laboratories Sales N.V., a company with limited liability organised under the laws of the former Netherlands Antilles and presently existing under the laws of Curaçao, registered in the Curaçao Commercial Register with number 67890, whose registered office and principal place of business is situated at Ara Hill Top Building, Unit A-10 or (A-11), Pletterijweg Oost 1, Curaçao, hereinafter referred to as "CLSNV";

together referred to as the "Parties", and separately as a "Party";

WHEREAS

- A. CLNV and CLSNV entered into a "Usufructual deed with respect to Trademarks" effective as of 1 January 1998, whereby CLNV granted CLSNV a right of usufruct to the trademarks and trade names there indicated;
- B. By Assignment Agreement between the Parties effective 23 October 1998, CLSNV assigned its rights and obligations under the said Usufructual Deed to CLGNV;
- C. CLNV and CLSNV entered into another "Usufructual deed with respect to Trademarks" effective as of 1 January 1998, whereby CLNV granted CLSNV a right of usufruct to the trademarks and trade names there indicated;

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- D. By Assignment Agreement between the Parties effective 23 October 1998, CLSNV again assigned its rights and obligations under the second Usufructual deed to CLGNV;
- E. CLNV and CLSNV entered into a "Master Licensing Agreement" effective as of 1 January 1998, whereby CLSNV granted CLNV a license to use the trademarks and trade names there indicated;
- F. By Assignment Agreement between the Parties effective 1 October 1998, CLSNV assigned its rights and obligations under the said Master Licensing Agreement to CLGNV;
- G. CLNV and CLSNV entered into a "Master Licensing Agreement I" effective as of 1 January 1998, whereby CLSNV granted CLNV a license to use the trademarks and trade names there indicated;
- H. By Assignment Agreement between the Parties effective 1 October 1998, CLSNV assigned its rights and obligations under the Master Licensing Agreement I to CLGNV;
- I. CLGNV and CLNV entered into a "Master Licensing Agreement" effective as of 1 January 2006, whereby CLGNV granted CLNV a license to use the trademarks and trade names there indicated;
- J. The Parties wish to restructure and re-allocate their Intellectual Property Rights and rights to the Network Intangible;
- K. In view of the envisaged Transaction, CLNV and CLGNV wish to terminate the usufructual deeds and the master license agreements as described above;
- L. Furthermore, CLNV and CLGNV wish to assign to CLSNV any Intellectual Property Rights and rights to the Network Intangible they may have.
- M. The Parties wish to execute this Agreement on the terms and conditions as set forth below.

NOW HEREBY AGREE AS FOLLOWS

1. INTERPRETATION

- 1.1 Unless the context requires otherwise, the following terms and expressions in this Agreement shall have the following meanings:

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Agreement	:	this three party assignment agreement including annexes and amendments thereto
CLGNV	:	Core Laboratories Global N.V.
CLLS	:	Core Laboratories Luxembourg S.a.r.l.
CLNV	:	Core Laboratories N.V.
CLSNV	:	Core Laboratories Sales N.V.
Declining Royalty	:	the declining royalty as set out in the agreements with the Dutch tax authorities, enclosed as Annex 6
Dividend Distribution	:	the dividend distribution to be made by CLGNV to its sole shareholder CLSNV resolved upon by CLSNV in the CLGNV shareholder resolution, a copy of which is attached as Annex 7
Effective Date	:	June 27, 2012
Intellectual Property Rights or IPR :	:	all trademarks, trade names and domain names, as well as where applicable applications therefore and entitlements thereto, including but not limited to the IPR listed in Annex 1, as well as any future trademarks, trade names and/or domain names that come into existence, are applied for, are registered and/or are otherwise acquired after the execution of this Agreement
Master License Agreements	:	the master license agreements as described in the Whereas under E-I and as provided in Annex 5
Network Intangible Transaction	:	the intangible as described in Annex 2 the envisaged transaction whereby CLNV wishes to restructure and re-allocate its Intellectual Property Rights and rights to the Network Intangible
Usufructual Deeds	:	the usufructual deeds as described in the Whereas under A-D and as provided in Annex 4

1.2 Words denoting the singular shall include the plural and vice versa. Words denoting one gender shall include another gender.

1.3 English language words used in this Agreement intend to describe Dutch legal

concepts only and the consequences of the use of those words in English law or any other foreign law shall be disregarded.

1.4 References to any Dutch legal concept shall, in respect of any jurisdiction other than the Netherlands, be deemed to include that which in that jurisdiction most closely approximates the Dutch legal concept.

1.5 Any Annexes to this Agreement shall form an integral part thereof. In the event of any conflict between the body of the Agreement and the Annexes, the Agreement shall prevail.

2. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS AND RIGHTS TO NETWORK INTANGIBLE

2.1 In exchange for rights to the Declining Royalty, CLNV hereby assigns to CLSNV, which assignment CLSNV hereby accepts, any Intellectual Property Rights it has and any rights and obligations it has to the Network Intangible, including but not limited to the exclusive right to use and exploit those, maintain their validity where applicable and take legal action – included but not limited to claiming damages – against any infringement, whether it occurred or started prior or subsequent to the date of this Agreement. The assignment also includes any royalties relating to the Intellectual Property Rights and/or the rights to the Network Intangible, which royalties have been received by CLNV as of 1 January 2012.

2.2 In giving effect to the Dividend Distribution, CLGNV hereby assigns to CLSNV, which assignment CLSNV hereby accepts, any Intellectual Property Rights it has and any rights and obligations it has to the Network Intangible, including but not limited to the exclusive right to use and exploit those, maintain their validity where applicable and take legal action – included but not limited to claiming damages – against any infringement, whether it occurred or started prior or subsequent to the date of this Agreement. The assignment also includes any royalties relating to the Intellectual Property Rights and/or the rights to the Network Intangible, which royalties have been received by CLGNV as of 1 January 2012.

2.3 CLNV and CLGNV undertake to have the Intellectual Property Rights insofar as those are registered rights, registered in CLSNV's name in accordance with the instructions of the appropriate registrars. For recordal of the trademark assignment, the Parties will use the form of declaration included in Annex 3.

- 2.4 Insofar as any Intellectual Property Rights originate after the execution of this Agreement, the assignment of those rights will take effect from the moment said rights come into existence. Insofar as necessary, CLNV and CLGNV will execute any documents and take any steps to complete the assignment and ensure that those rights are registered in the name of CLSNV or any party designated by CLSNV (as CLSNV will by separate assignment agreement assign all rights received under this Agreement to CLLS).
- 2.5 CLNV and CLGNV shall no longer be entitled to (use) any of the Intellectual Property Rights and/or the rights to the Network Intangible after the date of this Agreement and shall not contest any of said rights as obtained by CLSNV. CLNV and CLGNV shall not infringe or otherwise harm or damage in any way the Intellectual Property Rights, and shall not register any other intellectual property rights in their own name (or be involved in registration thereof), that are (confusingly) similar to the Intellectual Property Rights as assigned under this Agreement.

3. TERMINATION OF PRIOR AGREEMENTS

- 3.1 CLNV and CLGNV hereby agree to terminate the Usufructual Deeds (see Annex 4) and the Master License Agreements (see Annex 5) as of the date of this Agreement.

4. MISCELLANEOUS


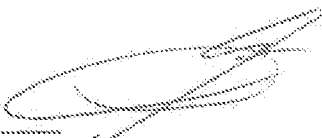
- 4.1 The Parties agree to execute all additional documents, if any, necessary to effectuate the terms of this Agreement.
- 4.2 The rights and obligations of the Parties under this Agreement are binding on each Party's respective successors and assigns.
- 4.3 This Agreement contains the entire agreement between the Parties with respect to the subject-matter covered hereby and therefore supersedes all previous agreements and understandings, whether oral or written between the Parties.
- 4.4 No supplement, modification or amendment of this Agreement will be binding unless executed in writing by each of the Parties to this Agreement.
- 4.5 If any provision of this Agreement or the application of any provision of this Agreement to any Party or circumstance is, to any extent, adjudged invalid or unenforceable, the application of the remainder of such provision to such Party or circumstance, the application of such provision to other Parties or

for and on behalf of
Core Laboratories N.V.
by its managing director,
Core Laboratories International B.V.

By:
Name: Jacobus Schouten
Title: Managing Director

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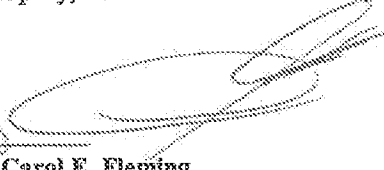
for and on behalf of
Core Laboratories Global N.V.
by its managing director,
Curaçao Corporation Company N.V.

By:  

Name: Samara J. Vis / Carol E. Fleming

Title: Attorneys-in-Fact

for and on behalf of
Core Laboratories Sales N.V.
by its managing director,
Curaçao Corporation Company, N.V.

By:  

Name: Samira S. Vis / Carol E. Fleming
Title: Attorneys-in-Fact