

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM783473

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Layne Heavy Civil, Inc.		01/20/2023	Corporation: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Layne Christensen Company		
<b>Street Address:</b>	9303 New Trails Drive, Suite 200		
<b>City:</b>	The Woodlands		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77381		
<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>	4461957	RANNEY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8169838080		
<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>	8169838000		
<b>Email:</b>	PTO-KC@huschblackwell.com		
<b>Correspondent Name:</b>	Husch Blackwell LLP		
<b>Address Line 1:</b>	4801 Main Street, Suite 1000		
<b>Address Line 4:</b>	Kansas City, MISSOURI 64112		
<b>ATTORNEY DOCKET NUMBER:</b>	55560.10102		
<b>NAME OF SUBMITTER:</b>	Olivia Miller		
<b>SIGNATURE:</b>	/Olivia Miller/		
<b>DATE SIGNED:</b>	01/31/2023		
<b>Total Attachments: 4</b>			
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source=Layne Heavy Civil IP Assignment Agreement (Trademark RANNEY)#page2.tif			
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## **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”) is made effective as of January 20, 2023 (the “Effective Date”) by and between Layne Heavy Civil, Inc., an Indiana corporation, (“Assignor”) and Layne Christensen Company, a Delaware corporation (“Assignee”).

**WHEREAS**, Assignor is the owner of the right, title, and interest in and to the trademark listed in the attached Exhibit A (the “Intellectual Property”); and

**WHEREAS**, Assignor desires to assign to Assignee, and Assignee desires to acquire the right, title, and interest in and to the Intellectual Property, including any and all goodwill associated therewith.

**NOW, THEREFORE**, for valuable consideration of ten dollars (\$10.00) furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. Assignment. Assignor hereby assigns, transfers, sells, and conveys to Assignee any and all of its right, title, and interest in and to the Intellectual Property, including any and all goodwill associated therewith, and the right to sue for and the remedies resulting from past and future infringement of the foregoing, and rights of protection of interest therein under the laws of all jurisdictions. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Intellectual Property to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.
2. Further Assurances. Assignor covenants, agrees, and undertakes to execute, wherever reasonably requested by the Assignee, all assignments, lawful oaths, and any other papers which Assignee may deem reasonably necessary for securing to Assignee or for maintaining for Assignee any and all of the Intellectual Property, all without further compensation to the Assignor.
3. Attorney-In-Fact. Assignor hereby constitutes and appoints Assignee as Assignor’s true and lawful attorney-in-fact, with full power of substitution in Assignor’s name and stead, but for Assignee’s benefit, to take any and all steps, including proceedings at law, in equity or otherwise to execute, acknowledge, and deliver any and all instruments and assurances necessary in order to vest the aforesaid Intellectual Property, and causes of action more effectively in Assignee or to protect the same, or to enforce any claim or right of any kind with respect thereto. This includes any rights with respect to the Intellectual Property that may have accrued in Assignor’s favor up to the Effective Date. Assignor hereby declares that the foregoing power is coupled with an interest and is irrevocable.
4. Severability. If any of the provision of this IP Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this IP Assignment shall otherwise remain in full force and effect and enforceable.

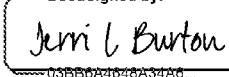
5. Integration Clause. Both parties agree that this IP Assignment is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this IP Assignment.
6. Counterparts. This IP Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This IP Assignment may not be amended except by an instrument in writing signed by each of the parties hereto.
7. Governing Law. This IP Assignment shall be construed in accordance with Delaware law without giving effect to the choice or conflicts of law provisions thereof. The parties agree that any legal proceedings which arise under this Agreement shall be brought in the courts in the state of Delaware.

*[Signature page follows.]*

**IN WITNESS WHEREOF**, the parties have executed this IP Assignment by their authorized representatives as of the date first set forth above.

**ASSIGNOR:**

**Layne Heavy Civil, Inc.**

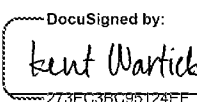
By:  \_\_\_\_\_  
DocuSigned by:  
03B88A4048A34A6...

Name: Jerri L. Burton

Title: General Manager

**ASSIGNEE:**

**Layne Christensen Company**

By:  \_\_\_\_\_  
DocuSigned by:  
273EC3BC95124EE...

Name: Kent M. Wartick

Title: Vice President, Water Resources Division

**Exhibit A**

**Intellectual Property**

<b>Juris.</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Registration Date</b>
U.S.	RANNEY	4,461,957	85/932,997	May 15, 2013	Jan 7, 2014