

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM827185

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cameron International Corporation		05/23/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Newmans Valve, LLC		
Street Address:	4655 Wright Road, Suite 250		
City:	Stafford		
State/Country:	TEXAS		
Postal Code:	77477		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1878442	NEWCO	
Registration Number:	1514314	OIC	
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:	9185872000		
Email:	mkachigian@hjkwlaw.com		
Correspondent Name:	Head, Johnson, Kachigian & Wilkinson, PC		
Address Line 1:	7134 South Yale Avenue, Suite 440		
Address Line 4:	Tulsa, OKLAHOMA 74136		
ATTORNEY DOCKET NUMBER:	NEW465-20/23090A-MGK		
NAME OF SUBMITTER:	Mark G. Kachigian		
SIGNATURE:	/markgkachigian/		
DATE SIGNED:	07/26/2023		
Total Attachments: 6			
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ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE (this "*Assignment*") is made as of the 23rd day of May, 2023, by **Cameron International Corporation**, a Delaware corporation having a place of business at 3600 Briarpark, Houston, Texas 77042 ("Cameron") for the benefit of **Newmans Valve, LLC**, a Texas limited liability having a place of business at 4655 Wright Road, Suite 250, Stafford, Texas 77477 ("Newmans").

RECITALS

- A. Newco Valves, L.P, Newco Valves, LLC and Cameron International Corporation are the owners of record of certain Trademarks set forth in Exhibit B to the Purchase Agreement and to this Assignment (the "Trademarks"); and
- B. Newco Valves, L.P converted into Newco Valves, LLC in 2007 and Newco Valves, LLC merged into Cameron International Corporation in 2022;
- C. Cameron and Newmans entered into that certain Technology and Intellectual Property Assignment Agreement, dated effective as of the 23rd day of May 2023 (the "*Purchase Agreement*"); and
- D. This Assignment is being executed and delivered in connection with the closing of the transactions contemplated pursuant to the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cameron hereby agrees as follows:

1. Sale. Subject to the terms and conditions of the Purchase Agreement, Cameron hereby sells, transfers, conveys, assigns and delivers to Purchaser and its successors and assigns, all of its respective right, title and interest in to and under the Technology, Intellectual Property Rights, and Trademarks pertaining solely to the Newco brand and OIC brand, TO HAVE AND TO HOLD, free and clear of all Liens the following:

- a. The Technology more particularly described in Exhibit A to the Purchase Agreement and to this Assignment;
- b. The Intellectual Property Rights;
- c. The Trademarks identified in Exhibit B to the Purchase Agreement and to this Assignment.

2. Further Assurances. Cameron agrees that upon request of Newmans, at any time and from time to time, Cameron will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, bills of sale, assignments, transfers, conveyances, and assurances as may be required to evidence further the sale, assignment, transfer,

conveyance and delivery of the Technology, Intellectual Property Rights, and Trademarks to Newmans, or to aid or assist Newmans in reducing to its possession, title to and possession of any and all of the assets sold, assigned, transferred, conveyed and delivered hereby.

3. Terms of Purchase Agreement. Cameron acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

4. Governing Law. All matters arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule.

IN WITNESS WHEREOF, Cameron has caused this Assignment to be duly executed and delivered as of the date first above written.

Cameron International Corporation

By: 

Name: Patrick Bauer

Title: VP Cameron Valves

Newmans Valve LLC

By: 

Name: Sara Alford

Title: President

EXHIBIT A - TECHNOLOGY

Newco cast steel (carbon steel, alloy steel, stainless steel), bolted bonnet OS&Y, handwheel or gear operator, raised face flange/RTJ/buttweld ends, Gate Valves

Class 150, size 2" to 36"

Class 300, size 2" to 30"

Class 600, size 2" to 30"

Class 900, size 2" to 12"

Class 1500, size 2" to 10"

Newco cast steel (carbon steel, alloy steel, stainless steel), bolted bonnet OS&Y, handwheel or gear operator, raised face flange/RTJ/buttweld ends, Globe Valves

Class 150, size 2" to 16"

Class 300, size 2" to 12"

Class 600, size 2" to 12", 18" to 24"

Class 900, size 2" to 6"

Class 1500, size 2" to 6"

Newco cast steel (carbon steel, alloy steel, stainless steel), bolted cover, raised face flange/RTJ/buttweld ends, Swing Check Valves

Class 150, 300, 600 Size 2" to 24"

Class 900, 1500 Size 2" to 12"

Newco cast steel (carbon steel, alloy steel, stainless steel), bolted bonnet OS&Y, handwheel, raised face flanged ends, Angle Globe Valves

Class 150, 300 size 2" to 12"

Newco cast/forged steel (carbon steel, alloy steel, stainless steel), bolted body & end piece, handle or gear operator, raised face flange ends, full port/reduced port

Floating ball valves.

Class 150, 300 size 1" to 10"

Class 600 size 1.5" to 4"

Newco forged steel (carbon steel, alloy steel, stainless steel), split body, handle or gear operator, raised face flange/RTJ/buttweld ends, full port/reduced port

Trunnion Mounted Ball Valves.

Class 150, 300, 600 size 2" to 24"

Class 900 & 1500 size 2" to 12"

Class 2500# size 2" to 6"

EXHIBIT B

Trademark	Case Reference	Country	Filing Number	Filing	Registration Number	Current Status	Classes
Newco	TM1184-AR-NF	Argentina	2691971	27 Jul 2006	2190338	Abandoned	
Newco	TM1184-BO-NF	Bolivia	2081-2006	02 Jun 2006	112911C	Abandoned	
Newco	TM1184-VE-NF	Venezuela	94-11494	31 Aug 1994	P186522	Abandoned	
Newco	TM1184-CL-NF	Chile	884563	11 Nov 2009	907728	Renewal	06;11
Newco	TM1184-EM-ELUT	European Union	001391267	15 Nov 1999	001391267	Renewal	6, 7, 20
Newco	TM1184-BR-NF	Brazil	828671303	21 Aug 2006	828671303	Renewal	6
Newco	TM1184-CO-NF	Colombia	38706	30 Aug 1994	178737	Renewal	6
Newco	TM1184-MY-NF	Malaysia	94007847	01 Sep 1994	94007847	Renewal	6
Newco	TM1184-PE-NF	Peru	281624	16 Jun 2006	122637	Registration	
Newco	TM1184-SA-NF	Saudi Arabia	73274	24 Sep 2001	142203720	Renewal	6
Newco	TM1184-ES-NF	Spain	1919478	31 Aug 1994	1919478	Renewal	6
Newco	TM1184-TW-NF	Taiwan	8441432	18 Sep 1995	755345	Renewal	6
Newco	TM1184-US-NF[2]	United States Of America	74/495770	01 Mar 1994	1878442	Renewal	6
Newco	TM1184-GB-NF	United Kingdom	001391267	15 Nov 1999	UK00901391267	Renewal	6, 7, 20
Newco & Design	TM1185-TW-NF	Taiwan	84047212	18 Sep 1995	755447	Renewal	
Newco & Design	TM1185-IT-NF	Italy	362021000171833	09 Aug 1991	362021000171833	Renewal	06;39
Newco & Design	TM1185-ID-NF	Indonesia	8533	01 Sep 1993	IDM000016281	Renewal	42

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Newco & Design	TM1185-JP-NF	Japan				2599500	Registration	
Newco & Design	TM1185-MX-NF	Mexico	177852	10 Sep 1993	476427		Renewal	
Newco & Design	TM1185-GB-NF	United Kingdom	1540380	01 Jul 1993	1540380		Renewal	39
Newco & Design	TM1185-CA-NF	Canada	731995	29 Jun 1993	431597		Renewal	35
Newco & Design	TM1185-CN-NF	China	91046203	17 Sep 1991	610988		Renewal	7
Newco & Design	TM1185-FR-NF	France	16541	13 Sep 1993	93/483795		Renewal	39
Newco & Design	TM1185-DE-NF	Germany	N25820/6	15 Jul 1993	2079167		Renewal	6
Newco & Design	TM1185-RO-NF	Romania	025321	24 Sep 1991	017821		Renewal	
Oic And Design	TM1190-BN-NF	Brunei Darussalam	BN22540	27 Jun 1995	22540		Abandoned	6
Oic And Design	TM1190-MY-NF	Malaysia	95005885	21 Jun 1995	95005885		Abandoned	6
Oic And Design	TM1190-ID-NF	Indonesia			IDM000063460		Renewal	8
Oic And Design	TM1190-JP-NF	Japan	57-019192	30 May 1986	001859966		Renewal	
Oic	TM1190-JP-NF[2]	Japan		23 Aug 1991	2599500		Inactive	
Oic And Design	TM1190-KR-NF	South Korea / Republic of Korea	40-1983-0014227	13 Oct 1983	40-0103975-0000		Renewal	38
Oic And Design	TM1190-MX-NF	Mexico	173062	15 Jul 2013	00454013		Registration	
Oic And Design	TM1190-SG-NF	Singapore	R-006454	20 Jun 1995	T95-05563E		Renewal	
Oic And Design	TM1190-ZA-NF[2]	South Africa	2000/03454	02 Feb 2010	2000/03454		Renewal	09
Oic And Design	TM1190-TH-NF	Thailand	289603	20 Jul 1995	C49273		Renewal	09
Oic And Design	TM1190-CN-NF	China	338544	16 Apr 1988	338544		Renewal	07
Oic And Design	TM1190-EM-EUT	European Union	000043760	01 Apr 1996	000043760		Renewal	6, 7, 9
Oic And Design	TM1190-IN-NF	India	520211	18 Nov 2003	520211		Registration	6
Oic And Design	TM1190-CA-NF	Canada	0598698	11 Jan 1988	361543		Renewal	7
Oic And Design	TM1190-ZA-NF	South Africa	2000/03453	02 Feb 2010	2000/03453		Renewal	06
Oic And Design	TM1190-TW-NF	Taiwan	433638	28 Feb 2009	433638		Renewal	09

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Oic And Design	TM1190-US-NF[2]	United States Of America	73/704047	04 Jan 1988	1514314	Renewal	06;09
Oic And Design	TM1190-GB-NF	United Kingdom	000043760	01 Apr 1996	UK009000043760	Renewal	6,7,9

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