

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM828979

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	Distribution, Assignment and Assumption Agreement with Addendum
<b>RESUBMIT DOCUMENT ID:</b>	900788012

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
National Oilwell DHT, L.P.		12/31/2021	Limited Partnership: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	National Oilwell Varco, L.P.
<b>Street Address:</b>	10353 Richmond Avenue
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77042
<b>Entity Type:</b>	Limited Partnership: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	4356140	BLACKBOX
Registration Number:	0832162	BOWEN
Registration Number:	4219026	SUREMATE
Registration Number:	4591525	TELEDRIFT
Registration Number:	3050677	TERRASCOPE
Registration Number:	4096293	TOLTEQ
Registration Number:	4391810	TOLTEQ
Registration Number:	1754445	TYPE Z

**CORRESPONDENCE DATA**

Fax Number: 7132388008

*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: 713.238.8000

Email: TMPTO@conleyrose.com

Correspondent Name: Gregory L. Maag c/o Conley Rose, P.C.

Address Line 1: P.O. Box 3267

Address Line 4: Houston, TEXAS 77253

ATTORNEY DOCKET NUMBER: 3314-62100

<b>NAME OF SUBMITTER:</b>	Gregory L. Maag
<b>SIGNATURE:</b>	/gregory l. maag/
<b>DATE SIGNED:</b>	08/02/2023
<b>Total Attachments: 9</b> source=NOV - Asst NODHTLP to NOVLP addendum and schedule#page1.tif source=NOV - Asst NODHTLP to NOVLP addendum and schedule#page2.tif source=NOV - Asst NODHTLP to NOVLP addendum and schedule#page3.tif source=NOV - Asst NODHTLP to NOVLP addendum and schedule#page4.tif source=NOV - Asst NODHTLP to NOVLP addendum and schedule#page5.tif source=NOV - Asst NODHTLP to NOVLP addendum and schedule#page6.tif source=NOV - Asst NODHTLP to NOVLP addendum and schedule#page7.tif source=NOV - Asst NODHTLP to NOVLP addendum and schedule#page8.tif source=NOV - Asst NODHTLP to NOVLP addendum and schedule#page9.tif	

## DISTRIBUTION, ASSIGNMENT, AND ASSUMPTION AGREEMENT

This DISTRIBUTION, ASSIGNMENT, AND ASSUMPTION AGREEMENT (this “Agreement”) is made and entered into, effective as of December 31, 2021 (the “Effective Date”), by and between:

National Oilwell DHT, L.P., a Delaware limited partnership (“Transferor”),

and

National Oilwell Varco, L.P., a Delaware limited partnership (“Transferee” and collectively, with Transferor, the “Parties”).

### Recitals

- A. Transferee has determined that it is advisable and in the best interests of Transferee to effect an internal legal restructuring involving certain of its subsidiaries including, without limitation, the Transferor (the “Restructuring”).
- B. In connection with the Restructuring, all of the limited partners and the general partner of Transferor merged into Transferee on the Effective Date (with Transferee surviving), and as a result, Transferee has succeeded to the ownership of all of the limited and general partnership interests in Transferee on the Effective Date.
- C. For sake of clarity, Transferor desires to formally distribute, transfer, and assign to Transferee, and Transferee desires to acquire, accept, and assume from Transferor, all of the Assets and Liabilities (as defined herein), effective as of the Effective Date, upon the terms and subject to the conditions set forth in this Agreement.
- D. Immediately following the completion of the transactions contemplated by this Agreement, Transferee shall file a certificate of cancellation with the Secretary of State of the State of Delaware to liquidate Transferor.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the Parties hereby agree as follows:

### Section 1 – Distribution, Assignment and Assumption

1.1 Transferor hereby transfers and assigns to Transferee as a distribution, and Transferee hereby accepts the distribution, transfer, and assignment of, all of Transferor’s right, title, and interest in and to the assets and properties of Transferor identified on Schedule A (the “Assets”), with effect as of the Effective Date, in each case to the fullest extent permitted by law.

1.2 Transferee hereby assumes from Transferor, with effect as of the Effective Date, and agrees to perform, satisfy, and discharge in accordance with their respective terms, the debts, liabilities, obligations and duties of Transferor identified on Schedule B (the “Liabilities”), in each case to the fullest extent permitted by law.

### Section 2 – General Provisions

2.1 Beneficial Ownership. It is the intention of the Parties that the distribution and assignment of the Assets shall be effective as of the Effective Date, from and after which date Transferee shall be the beneficial owner of the Assets for all purposes. It is the intention of the Parties that all the benefits and burdens of ownership of the Assets shall transfer to Transferee on the Effective Date.

2.2 Further Assurances. Each Party shall perform such acts, execute and deliver such instruments and documents (including without limitation instruments of transfer and conveyance), and do all such other things as reasonably necessary to accomplish the transactions contemplated in this Agreement and/or to otherwise give effect to this Agreement.

2.3 Governing Law. The laws of the State of Texas (excluding its rules governing conflicts of laws that may require an application of a different law) shall govern the construction, interpretation and other matters arising out of or in connection with this Agreement (whether arising in contract, tort, equity or otherwise).

2.4 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each Party remain valid, binding and enforceable. If any invalid, unenforceable or illegal provision would be valid, enforceable, or legal if some part of it were deleted, such provision shall apply with the minimum modification necessary to make such provision legal, valid, and enforceable.

2.5 Entire Agreement. This Agreement constitutes the final agreement between the Parties and is the complete and exclusive statement of the Parties' agreement on, the matters contained herein. Notwithstanding the foregoing, the Parties contemplate that they may desire to enter into or execute transfer instruments of various kinds consistent with, but in some cases duplicative of, this Agreement in order to effect the transactions contemplated by this Agreement.

2.6 Counterparts. This Agreement may be executed in one or more counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart and each such counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same instrument. The delivery of signed counterparts by facsimile or e-mail transmission that includes a copy of the sending Party's signature is as effective as signing and delivering the counterpart in person.

2.7 Headings. The captions, titles and headings included in this Agreement are for convenience only, and do not affect the construction or interpretation of this Agreement. When a reference is made in this Agreement to a section or exhibit, such reference will be to a section of, or an exhibit to, this Agreement unless otherwise indicated.

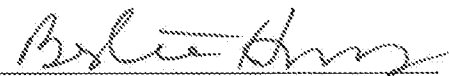
*(Signature page follows)*

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

**TRANSFEROR:**

**NATIONAL OILWELL DHT, L.P.**

By: NOW Downhole Tools, Inc., its general partner

By:   
Name: Brigitte M. Hunt  
Title: Vice President and Assistant Secretary

**TRANSFeree:**

**NATIONAL OILWELL VARCO, L.P.**

By: NOW Oilfield Services, LLC, its general partner

By:   
Name: Peter F. Vranderic  
Title: Assistant Secretary

[SIGNATURE PAGE TO DISTRIBUTION, ASSIGNMENT, AND ASSUMPTION AGREEMENT BETWEEN NATIONAL OILWELL DHT, L.P. AND NATIONAL OILWELL VARCO, L.P.]

## SCHEDULE A

### Assets

All of Transferor's assets, properties and rights and any rights arising under contracts, wherever located (including without limitation in the possession of third parties or elsewhere), whether real, personal, or mixed, tangible, intangible or contingent.

## **SCHEDULE B**

### **Liabilities**

All of Transferor's debts, liabilities, guarantees, assurances, commitments and obligations of any nature or description, whether fixed, contingent, or absolute, asserted or unasserted, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, whenever or however arising, in each case whether such liabilities arise or accrue prior to, on or after the Effective Date.

**ADDENDUM TO DISTRIBUTION, ASSIGNMENT, AND ASSUMPTION AGREEMENT**

This Addendum ("Addendum") to the Distribution, Assignment, and Assumption Agreement ("Agreement") that is by and between National Oilwell DHT, L.P. ("Transferor") and National Oilwell Varco, L.P. ("Transferee") having the effective date of December 31, 2021 ("Effective Date") is agreed made and entered into as of said Effective Date and shall run concurrently with the Agreement.

WITNESSETH

WHEREAS, via the Agreement, Transferor transfers and assigns to Transferee, and Transferee accepts, all of Transferor's right, title, and interest in and to the assets and properties of Transferor identified on Schedule A of the Agreement;

WHEREAS, Schedule A of the Agreement provides that the assets that are being transferred and accepted include "All of Transferor's assets, properties and rights ... whether real, personal, or mixed, tangible, intangible or contingent;"

WHEREAS, as of the Effective Date, Transferor's assets include, but are not limited to, the following trademarks and registrations therefor, including

SUREMATE	4219026
TOLTEQ	4096293
TOLTEQ & Design	4391810
BOWEN	0832162
TYPE Z	1754445
BLACKBOX	4356140
TERRASCOPE	3050677
TELEDRIFT	4591525

said eight trademarks hereinafter referred to as the "Trademarks;"

NOW, THEREFORE, in consideration of ten dollars, cash in hand paid, and in consideration of the promises and obligations recited herein and, in the Agreement, and for other good and valuable consideration, Transferor and Transferee (collectively the "Parties" and each being a "Party") agree as follows:



1. The assets transferred as a result of the Agreement include each of the Trademarks, all registrations for each of the Trademarks, and all of the goodwill of Transferor's business connected with the use of and symbolized by each of the Trademarks.
2. In the event it is ever contested as to whether the Agreement transfers any asset identified in paragraph 1 above, Transferor hereby transfers and assigns to Transferee, and Transferee hereby accepts the transfer and assignment of all of Transferor's right, title, and interest in each of the Trademarks, in all registrations for each of the Trademarks, and in all of the good will of Transferor's business connected with the use of and symbolized by each of the Trademarks.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Addendum as of the Effective Date identified above.

TRANSFEROR:

NATIONAL OILWELL DHT, L.P.


By: NOW Downhole Tools, Inc., its General Partner

By:   
\_\_\_\_\_  
Brigitte M. Hunt  
Vice President and Assistant Secretary

TRANSFEEE:

NATIONAL OILWELL VARO, L.P.

By: NOW Oilfield Services, LLC, its General Partner

By:   
\_\_\_\_\_  
Peter F. Vranderic  
Assistant Secretary

1. The assets transferred as a result of the Agreement include each of the Trademarks, all registrations for each of the Trademarks, and all of the goodwill of Transferor's business connected with the use of and symbolized by each of the Trademarks.
2. In the event it is ever contested as to whether the Agreement transfers any asset identified in paragraph 1 above, Transferor hereby transfers and assigns to Transferee, and Transferee hereby accepts the transfer and assignment of all of Transferor's right, title, and interest in each of the Trademarks, in all registrations for each of the Trademarks, and in all of the good will of Transferor's business connected with the use of and symbolized by each of the Trademarks.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Addendum as of the Effective Date identified above.

TRANSFEROR:

NATIONAL OILWELL DHT, L.P.

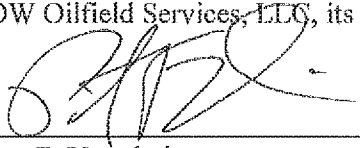
By: NOW Downhole Tools, Inc., its General Partner

By: \_\_\_\_\_  
Brigitte M. Hunt  
Vice President and Assistant Secretary

TRANSFEEE:

NATIONAL OILWELL VARCO, L.P.

By: NOW Oilfield Services, LLC, its General Partner

By:  \_\_\_\_\_  
Peter F. Vranderic  
Assistant Secretary

SCHEDULE

<u>Mark</u>	<u>Reg. No.</u>
BLACKBOX	4,356,140
BOWEN	0,832,162
SUREMATE	4,219,026
TELEDRIFT	4,591,525
TERRASCOPE	3,050,677
TOLTEQ	4,096,293
TOLTEQ & Design	4,391,810
TYPE Z	1,754,445