

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM830256

<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>
LF Manufacturing, Inc.		07/31/2023	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fiber Glass Systems, 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: TEXAS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5692763	LFM	
<b>Registration Number:</b>	5752153	BUL TUF	
<b>Registration Number:</b>	5752154		
<b>Registration Number:</b>	5692762		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7132388008		
<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>	713.238.8000		
<b>Email:</b>	TMPTO@conleyrose.com		
<b>Correspondent Name:</b>	Gregory L. Maag c/o Conley Rose, P.C.		
<b>Address Line 1:</b>	P.O. Box 3267		
<b>Address Line 4:</b>	Houston, TEXAS 77253		
<b>NAME OF SUBMITTER:</b>	Gregory L. Maag		
<b>SIGNATURE:</b>	/gregory l. maag/		
<b>DATE SIGNED:</b>	08/08/2023		
<b>Total Attachments: 7</b>			
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**TRADEMARK**

**REEL: 008159 FRAME: 0258**

**AMENDED AND RESTATED  
INTELLECTUAL PROPERTY ASSIGNMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”), dated July 31, 2023 (the “Effective Date”), is entered into by and among (a) **Fiber Glass Systems, L.P.**, a Texas limited partnership (“Assignee”), (b) **L.F. Manufacturing, Inc.**, a Texas corporation (“LFM Inc.”), (c) **Fiberglass Structures, Inc.**, a Delaware corporation (“FSI Delaware”), and (d) **Fiberglass Structures, Inc.**, a Montana corporation (“FSI Montana”). Each of LFM Inc., FSI Delaware, and FSI Montana is an “Assignor” and are together, “Assignors.” Each Assignor and Assignee is a “Party” and are together, the “Parties.” Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, the Parties entered into that certain Asset Purchase Agreement, dated August 23, 2022, by and among Assignee, Assignors, and the other parties listed on the signature pages attached thereto (the “Purchase Agreement”), pursuant to which Assignors agreed to sell, assign, transfer, convey, and deliver to Assignee, and Assignee agreed to purchase and assume from Assignors, all of Assignors’ right, title, and interest in, to, and under the Purchased Assets, including certain intellectual property;

WHEREAS, to give effect to the terms of the Purchase Agreement, Seller Parties agreed to cause Assignors to assign all Owned Intellectual Property Rights, including those trademarks, service marks, design marks, and logos set forth in Exhibit A to that certain Intellectual Property Assignment dated August 23, 2022 (the “Original Agreement”); and

WHEREAS, the Parties have discovered that the list of trademarks attached to the Original Agreement was incomplete, and thus the Parties desire to amend and restate the Original Agreement in its entirety by entering into this Agreement, effective as of the Closing Date.

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

1. Assignment.

(a) Assignors hereby, absolutely and unconditionally, convey, sell, assign, transfer, grant, and set over unto Assignee, all of the Assignors’ Owned Intellectual Property Rights, including those web addresses and trademarks listed on Exhibit A, the goodwill associated with those trademarks, and all foreign counterparts to those trademarks, the same to be held and enjoyed by Assignee, its successors, and assigns, as fully and entirely as the same could have been held and enjoyed by Assignors if this sale had not been made, and Assignee hereby accepts such sale, assignment, transfer, grant, conveyance, and set over. The foregoing assignment applies to all Owned Intellectual Property Rights for the United States and for all foreign countries, including any renewals or extensions thereof that are or may be secured under the laws of the United States or foreign countries now or hereafter in effect and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of their successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been executed, together with all income, royalties, or payments due or payable as of the Effective Date or thereafter, including all claims for damages by reason of past, present, or future infringement or other unauthorized use, with the right to sue for, and collect the same for their own use and enjoyment, and for the use and enjoyment of their successors, assigns, or other legal representatives.

(b) Beginning on the Effective Date, Assignors acknowledge that Assignee is the owner of all right, title, and interest in and to all trademarks, service marks, design marks, and logos as set forth in

Exhibit A (the “Assigned Marks”), and Assignors further acknowledge that they have no ownership interest in the Assigned Marks and will not acquire any ownership interest in the Assigned Marks by reason of this Assignment. Assignors will take additional steps and sign additional documents as reasonably requested by Assignee to secure trademark registration or other intellectual-property protection for the Assigned Marks (at Assignee’s sole cost and expense).

(c) Assignors will not at any time do or knowingly permit to be done any act or thing that would or would reasonably be likely to impair the rights of Assignee in and to the Assigned Marks or adversely affect the validity of the Assigned Marks.

2. Warranties. Each Party represents, warrants, and covenants to the other Parties that: (A) such Party has the full power, authority and legal right to enter into and perform this Assignment; and (B) this Assignment is a legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

3. Recordation. Assignors authorize and request the applicable Government Authorities to record Assignee as owner of the Owned Intellectual Property and of the entire title and interest in, to, and under the same, for the sole use and enjoyment of Assignee, its successors, assigns and other legal representatives.

4. Purchase Agreement. This Assignment is subject to and controlled by the terms of the Purchase Agreement, including all of the representations, warranties, covenants, and agreements set forth in the Purchase Agreement. Nothing contained herein shall be deemed to alter, modify, expand, or diminish the terms and provisions set forth in the Purchase Agreement, including the representations, warranties, and covenants of the parties contained therein. No representations and warranties are made in this Assignment, except as expressly set forth in this Assignment. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the terms of the Purchase Agreement, the Purchase Agreement shall govern.

5. Governing Law; Venue; Jurisdiction. THIS ASSIGNMENT, AND ALL CLAIMS OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT) THAT MAY BE BASED UPON, ARISE OUT OF, OR RELATE TO THIS ASSIGNMENT, OR THE NEGOTIATION, EXECUTION, OR PERFORMANCE OF THIS ASSIGNMENT, AND THE LEGAL RELATIONS AMONG THE PARTIES SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO THE LAWS OF ANOTHER JURISDICTION. THE PARTIES FURTHER AGREE THAT THE EXCLUSIVE AND SOLE VENUE FOR ANY DISPUTE BETWEEN OR AMONG THE PARTIES OR RELATING TO THIS ASSIGNMENT, INCLUDING ALL CLAIMS OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT) THAT MAY BE BASED UPON, ARISE OUT, OF OR RELATE TO THIS ASSIGNMENT, OR THE NEGOTIATION, EXECUTION, OR PERFORMANCE OF THIS ASSIGNMENT, AND THE LEGAL RELATIONS AMONG THE PARTIES, SHALL BE THE COURTS OF THE STATE OF TEXAS IN AND FOR HARRIS COUNTY AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS, AND ALL OF THE PARTIES CONSENT TO JURISDICTION AND VENUE OF THE COURTS OF THE STATE OF TEXAS IN AND FOR HARRIS COUNTY AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS.

6. Cooperation. Each Assignor hereby covenants and agrees that it will sign all lawful papers, execute all applications (including, but not limited to, powers of attorney, specific assignments, transfers and assurances), make all rightful oaths and use its reasonable best efforts at the request of Assignee to aid

Assignee, its successors, legal representatives, and assigns in obtaining and enforcing protection for the Owned Intellectual Property and in enjoying the full benefits thereof.

7. Successors and Permitted Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

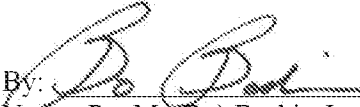
8. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. A signature page to this Assignment which contains a copy of a Party's signature and which is sent by such Party or its agent with the apparent intention (as reasonably evidenced by the actions of such Party or its agent) that it constitute such Party's execution and delivery of this Assignment, including a document sent by facsimile transmission or by email in portable document format (PDF), shall have the same effect as if such Party had executed and delivered an original of this Assignment or such other document.

*[Signature page follows.]*


IN WITNESS WHEREOF, the Parties have duly executed and delivered this Assignment to be effective as of date first written above.

**ASSIGNORS:**


**L.F. MANUFACTURING, INC.**

By:   
Name: Pat M. (Bo) Baskin Jr. \_\_\_\_\_  
Title: Chairman \_\_\_\_\_

**FIBERGLASS STRUCTURES, INC. [DE]**

By:   
Name: Pat M. (Bo) Baskin Jr. \_\_\_\_\_  
Title: Chairman \_\_\_\_\_

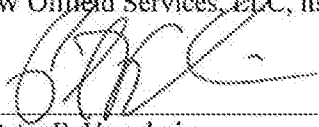
**FIBER GLASS STRUCTURES, INC. [MT]**

By:   
Name: Pat M. (Bo) Baskin Jr. \_\_\_\_\_  
Title: Chairman \_\_\_\_\_

**ASSIGNEE:**

**FIBER GLASS SYSTEMS, L.P.**

By: NOW Oilfield Services, LLC, its general partner

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

[SIGNATURE PAGE TO AMENDED AND RESTATED INTELLECTUAL PROPERTY ASSIGNMENT]

**TRADEMARK**  
**REEL: 008159 FRAME: 0263**



Exhibit A

Owned Intellectual Property

Web addresses:

1. [www.lfm-frp.com](http://www.lfm-frp.com)

Trademarks

Trademark	US Reg. No.
LFM	5692763
BUL TUF	5752153
 Miscellaneous Design (Bull Head)	5752154
 Miscellaneous Design (Circle with Lines)	5692762



**SCHEDULE**

<u>Mark</u>	<u>Reg. No.</u>
LFM	5,692,763
BUL TUF	5,752,153
Misc. Design	5,752,154
Misc. Design	5,692,762