

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344746

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Schlumberger Technology Corporation		06/12/2015	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Novatek, Inc.		
Street Address:	2185 Tracy Hall Parkway		
City:	Provo		
State/Country:	UTAH		
Postal Code:	84606		
Entity Type:	CORPORATION: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3640318	TRIMAX	
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:	8084297914		
Email:	ptownsend@novatek.com		
Correspondent Name:	Philip W. Townsend, III		
Address Line 1:	2185 Tracy Hall Parkway		
Address Line 4:	Provo, UTAH 84606		
NAME OF SUBMITTER:	Philip W. Townsend, III		
SIGNATURE:	/Philip W. Townsend, III/		
DATE SIGNED:	06/16/2015		
Total Attachments: 4			
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OP \$40.00 3640318

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Assignment") is entered into as of /CB/ June 12, 2015 ("Effective Date") by and between Schlumberger Technology Corporation, a Texas corporation ("Assignor") and Novatek, Inc., a Utah corporation ("Assignee"). Assignor and Assignee are referred to herein collectively as the "Parties" and each, individually, as a "Party."

WHEREAS, the Parties, along with Mr. David Hall and certain others, have entered into that certain Amended and Restated Services and Cooperation Agreement, dated January 22, 2010 (the "Services Agreement") and, pursuant to the transactions contemplated under section 7, and the Parties, along with Mr. Hall and NovaDrill, Inc., a Delaware corporation, have entered into that certain Amended and Restated Technology License Agreement, dated January 22, 2010 (the "License Agreement"), Assignor is assigning to Assignee, and Assignee is acquiring and accepting from Assignor, Assignor's right, title and interest in certain of Assignor's U.S. Trademark Registration (the "U.S. Trademark Registration") that are owned by Assignor, as set forth on Schedule A hereto;

WHEREAS, the U.S. Trademark Registration are subject to an exclusive license to Assignor for applications within Assignor's "Field of Use" and other rights as described in the Services Agreement and the License Agreement, all of which Assignor expressly reserves; and

WHEREAS, Assignor and Assignee now wish to further memorialize that transfer;

NOW, THEREFORE, for and in consideration of the mutual covenants, rights and obligations set forth in this Assignment and other good and valuable consideration, the receipt and the sufficiency of which each Party hereby acknowledges, and upon the terms and subject to the conditions hereinafter set forth, the Parties do agree as follows:

Assignment. Assignor hereby assigns to Assignee, its successors, legal representatives and assigns, the entire right, title, and interest in and to the U.S. Trademark Registration listed on Schedule A.

Assignee agrees to notify Assignor in writing if Assignee intentionally fails to pay renewal fees for any of the trademark applications assigned herein. Such notice shall occur in advance of the actual intentional abandonment of the trademark registration but no later than the six-month period immediately following the due date for the renewal payment.

1. MISCELLANEOUS.

(a) Notice. Any notice, request, instruction or other document to be given hereunder by any Party hereto to any other Party shall be in writing and delivered personally, by reputable overnight courier, via facsimile (with receipt confirmed) or sent by registered or certified mail, postage prepaid to the following addresses (or other addresses as designated in writing by the applicable Party):

if to Assignor:

Schlumberger Technology Corporation
300 Schlumberger Drive, MD 3
Sugar Land, Texas 77478
Attention: Wesley Noah, General Counsel – Drilling and Measurements

If to Assignee:

Novatek, Inc.
2185 South Larsen Parkway
Provo, Utah 84606
Attention: David R. Hall
Telephone: (801) 374-6222
Facsimile: (508) 300-6357

with a copy, which shall not constitute notice, to

Brinks Gilson & Lione
405 South Main Street, Ste. 1000
Salt Lake City, UT 84111
Attention: Craig Buschmann
Telephone: (801) 355-7900
Facsimile: (801) 355-7901

or at such other address for a Party as shall be specified by like notice. Any notice which is delivered personally or by overnight courier in the manner provided herein shall be deemed to have been duly given to the Party to whom it is directed upon actual receipt by such Party (or its agent for notices hereunder). Any notice which is sent by facsimile shall be deemed to have been duly given to the Party to which it is sent on the date of transmission, with confirmed transmission and receipt. Any notice which is addressed and mailed in the manner herein provided shall be conclusively presumed to have been duly given to the Party to which it is addressed at the close of business, local time of the recipient, on the third day after the day it is so placed in the mail. Notwithstanding the foregoing, if notice would be deemed to have been received by a recipient outside of normal business hours for such recipient, such notice shall

instead be deemed to have been received by such recipient on the next business day, at the time such recipient normally opens for business.

(b) Headings. The Section headings in this Assignment are for convenience of reference only, do not constitute a part of this Assignment and shall not limit, extend or otherwise affect the meaning or interpretation of the terms and provisions of this Assignment.

(c) Governing Law. This Assignment shall be construed in accordance with the laws of the State of Texas without regard to laws or rules regarding conflicts of laws. Each Party hereby consents to submit to the exclusive jurisdiction and venue of the courts of Harris County, Texas and of the United States of America located in Harris County, Texas for any actions, suits or proceedings arising out of or relating to this Assignment.

(d) Execution of Agreement. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The exchange of copies of this Assignment and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Assignment as to the Parties and may be used in lieu of the original Assignment for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Assignment on the date first written above.

SCHLUMBERGER TECHNOLOGY CORPORATION

By: 

Name: Wesley Noah

Title: Attorney-In-Fact

NOVATEK, INC.

By: _____

Name: David R. Hall

Title: President

SCHEDULE A

Docket No.	Registration No.	Title	Registration Date	Class
BGL 55724- 20120	3,640,318	TRIMAX	16-June- 2009	Int'l Class 7 - Super hard inserts for power tool wear parts, namely, bits, drill bits, hammers, anvils, picks, milling drums, cones, and teeth used in drilling, excavating, mulching, pulverizing, crushing, grinding, milling, and mining