

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533151

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|---|--|--|--------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SGS Group Management SA | | 07/23/2019 | Corporation: SWITZERLAND |
| RECEIVING PARTY DATA | | | |
| Name: | Petroleum Service Group LLC | | |
| Street Address: | c/o Petroleum Service Corporation | | |
| Internal Address: | 5055 Preston Avenue | | |
| City: | Pasadena | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77505 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87874937 | PETROLEUM SERVICE CORPORATION AN SGS COM | |
| Serial Number: | 87874935 | PETROLEUM SERVICE CORPORATION AN SGS COM | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2123108007 | | |
| <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: | 212.310.8000 | | |
| Email: | juan.arias@weil.com | | |
| Correspondent Name: | Rami Sherman | | |
| Address Line 1: | Weil, Gotshal & Manges LLP | | |
| Address Line 2: | 767 Fifth Avenue | | |
| Address Line 4: | New York, NEW YORK 10153 | | |
| ATTORNEY DOCKET NUMBER: | R.Sherman-73567.0004 | | |
| NAME OF SUBMITTER: | Rami Sherman | | |
| SIGNATURE: | /Rami Sherman/ | | |
| DATE SIGNED: | 07/23/2019 | | |
| Total Attachments: 6 | | | |
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| source=05. Project Parsifal - IP Assignment Agreement EXECUTED#page2.tif | | | |

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“IP Assignment Agreement”), dated as of July 23, 2019, is by and between SGS Group Management SA, a Switzerland corporation (“Assignor”), and Petroleum Service Group LLC, a Delaware limited liability company (“Assignee” and together with Assignor, the “Parties” and each, individually, a “Party”). Capitalized terms not otherwise defined in this IP Assignment Agreement will have the meanings ascribed to such terms in the Contribution Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into that certain Contribution Agreement, dated as of July 23, 2019 (the “Contribution Agreement”);

WHEREAS, pursuant to the Contribution Agreement, Assignor agreed to contribute to the capital of Assignee the assets and liabilities of Assignor’s Business; and

WHEREAS, the contributed Business assets include the Business Intellectual Property (including the Intellectual Property set forth on Exhibit A), and Assignor and Assignee now seek to confirm and consummate such conveyance, assignment, transfer and delivery of the Business Intellectual Property.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, assigns, transfers and delivers to Assignee and its successors and assigns its entire right, title and interest in and to the Business Intellectual Property (including the Intellectual Property set forth on Exhibit A), together with any and all goodwill connected with and symbolized by the foregoing, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, as assignee of its respective entire right, title and interest therein, including all rights in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, all causes of action (whether in law or in equity) with respect thereto, and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this IP Assignment Agreement.
2. Filing and Recordation. The parties hereto agree that Assignee shall promptly file and record this IP Assignment Agreement, or the equivalent of this IP Assignment Agreement to the extent required, with the appropriate Governmental Authority as necessary to record Assignee as the assignee and owner of the Business Intellectual Property. Assignor and Assignee authorize and request that the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdictions, record Assignee as the assignee and owner of the Business Intellectual Property (including the Intellectual Property set forth on Exhibit A) and issue the patents, and register the trademark registrations and copyright registrations, from any pending applications

included in the Business Intellectual Property (including the Intellectual Property set forth on Exhibit A) to Assignee upon issuance or registration.

3. Assistance. From time to time hereafter, and without further consideration, Assignor shall execute and deliver, or shall cause to be executed and delivered, such further instruments of conveyance and transfer as Assignee may reasonably request to effect, consummate, confirm or evidence the transfer to Assignee, its successors and assigns of all of its Business Intellectual Property in accordance with the foregoing and as may be reasonably necessary to carry out of the intentions and purposes of this IP Assignment Agreement. If Assignee or its successor or assignee is unable, after reasonable effort, to obtain a signature of Assignor on a document reasonably necessary to perfect the transfer or assignment of the Business Intellectual Property, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf and instead of Assignor, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of this IP Assignment Agreement with the same legal force and effect as if executed by Assignor.
4. Successors. This IP Assignment Agreement shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
5. Governing Law.

(a) This Agreement and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement shall be governed by and enforced in accordance with the laws of the State of Delaware applicable to contracts made and performed in such State, without giving effect to any Laws of the State of Delaware that would require or permit the application of the Laws of any other jurisdiction.

(b) The Parties hereby irrevocably submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or in the event, but only in the event, that such court does not have subject matter jurisdiction over such action or proceeding, the Superior Court of the State of Delaware (Complex Commercial Division) or, if subject matter jurisdiction over the action or proceeding is vested exclusively in the federal courts of the United States of America, the United States District Court for the District of Delaware) over any dispute based on, arising out of or relating to this Agreement or any of the transactions contemplated hereby and each Party hereby irrevocably agrees that all claims in respect of such dispute or any suit, action or proceeding related thereto may be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

6. Counterparts. This IP Assignment Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this IP Assignment Agreement by facsimile or by PDF file (portable document format file) shall be as effective as delivery of a manually executed counterpart of this IP Assignment Agreement.

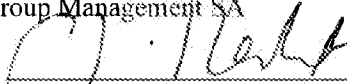
[Signature Pages to Follow]

IN WITNESS WHEREOF, Assignor and Assignee caused this IP Assignment Agreement to be duly executed as of the date first written above.

ASSIGNOR

SGS Group Management SA

By:


Name: Olivier Merkt
Title: General Counsel



Jean-Paul Bonvin
Senior Corporate Administrator

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, Assignor and Assignee caused this IP Assignment Agreement to be duly executed as of the date first written above.

ASSIGNEE

Petroleum Service Group LLC



By: 

Name: Joel Dickerson

Title: President

EXHIBIT A

Trademark Applications:

| Trademark | Country | Status | Filing Date | Application No. | Registration Date | Registration No. | U.S. Class(es) | Owner |
|---|----------------|---------------|--------------------|------------------------|--------------------------|-------------------------|-------------------------|-------------------------|
|  PETROLEUM SERVICE CORPORATION AN SGS COMPANY | United States | Accepted | 04/12/2018 | 87874937 | N/A | N/A | 100, 101, 102, and 105. | SGS Group Management SA |
|  PETROLEUM SERVICE CORPORATION AN SGS COMPANY | United States | Accepted | 04/12/2018 | 87874935 | N/A | N/A | 100, 101, 102, and 105. | SGS Group Management SA |