

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536168

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Core Laboratories Canada Limited		05/30/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Halliburton Energy Services, Inc.		
Street Address:	3000 N. Sam Houston Parkway E.		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77032-3219		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2551712	PROMORE	
CORRESPONDENCE DATA			
Fax Number:	7132292880		
<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:	7132291234		
Email:	susan.stewart@bakerbotts.com		
Correspondent Name:	BAKER BOTTS L.L.P.		
Address Line 1:	910 LOUISIANA STREET		
Address Line 2:	ONE SHELL PLAZA		
Address Line 4:	HOUSTON, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	063718.8460		
NAME OF SUBMITTER:	Susan Stewart		
SIGNATURE:	/Susan Stewart/		
DATE SIGNED:	08/12/2019		
Total Attachments: 14			
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**CONVEYANCE AND ASSUMPTION AGREEMENT
(INTELLECTUAL PROPERTY & U.S. ASSETS)**

THIS AGREEMENT is made this 7th day of June, 2019.

BETWEEN:

CORE LABORATORIES CANADA LIMITED

an Alberta corporation having an office in the City of Calgary, in the Province of Alberta

("Seller")

- and -

CORE LABORATORIES LP

a Delaware limited partnership having an office in the City of Houston, in the State of Texas

("Core USA", and collectively with Seller, "Core")

- and -

HALLIBURTON ENERGY SERVICES, INC.,

a Delaware corporation having an office in the City of Houston, in the State of Texas

("HESI")

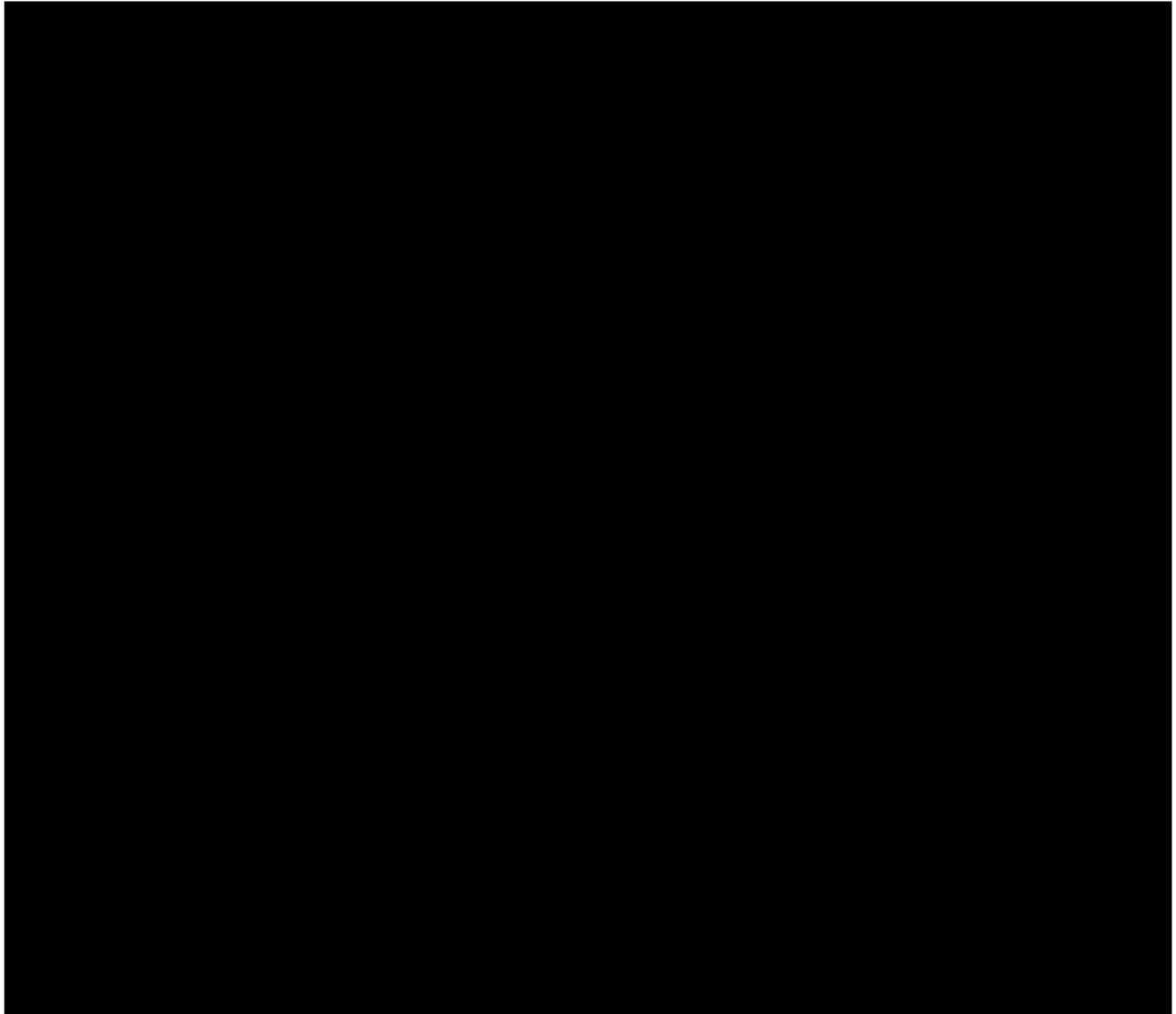
WHEREAS pursuant to a Purchase Agreement dated May 30, 2019 (the "**Purchase Agreement**"), between Seller and Halliburton Group Canada ("**Buyer**"), Seller agreed to transfer, convey and assign to HESI, the U.S. Assets and the Intellectual Property included in the Purchased Assets (including, for the avoidance of doubt, such Intellectual Property set forth on Sections 3.11(a) and 3.11(b) of the Disclosure Schedule to the Purchase Agreement) free and clear of any Liens; and

WHEREAS HESI and Core wish to enter into this Conveyance and Assumption Agreement pursuant to Sections 2.4(a)(iv) and 2.4(c) of the Purchase Agreement for the purpose of evidencing the conveyance, assignment and transfer to HESI of the Intellectual Property included in the Purchased Assets (including, for the avoidance of doubt, such Intellectual Property set forth on Sections 3.11(a) and 3.11(b) of the Disclosure Schedule to the Purchase Agreement) and the U.S. Assets, free and clear of any Liens as of the Closing Date, subject to and in accordance with the terms and conditions of the Purchase Agreement.

NOW THEREFORE in consideration of the payment by Buyer to Seller of the Aggregate Consideration, the other mutual promises contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged by Core and HESI, Core and HESI each hereby covenant and agree as follows:

1. Unless otherwise defined herein, the words and phrases which are defined in the Purchase Agreement shall have the same meanings in this Conveyance and Assumption Agreement as ascribed to them in the Purchase Agreement.
2. Core hereby transfers, conveys and assigns to HESI, and HESI hereby acquires and accepts from Core, the Intellectual Property included in the Purchased Assets (including, for the

avoidance of doubt, such Intellectual Property set forth on Sections 3.11(a) and 3.11(b) of the Disclosure Schedule to the Purchase Agreement) and the U.S. Assets, free and clear of any Liens, effective as of the Closing Date, to have and to hold the same, together with all benefit and advantage to be derived therefrom, absolutely, on the basis set forth in the Purchase Agreement.




[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties hereto have executed this Conveyance and Assumption Agreement as of the date first above written.

CORE LABORATORIES CANADA LTD.

HALLIBURTON ENERGY SERVICES, INC.

Per: _____
Name: Lawrence Bruno
Title: Director

Per:  _____
Name: Eric Swanson
Title: Vice President

CORE LABORATORIES LP

Per: _____
Name: Lawrence Bruno
Title: President


Signature page to the Conveyance and Assumption Agreement

TRADEMARK
REEL: 006717 FRAME: 0528

IN WITNESS WHEREOF the parties hereto have executed this Conveyance and Assumption Agreement as of the date first above written.

CORE LABORATORIES CANADA LTD.

HALLIBURTON ENERGY SERVICES, INC.

Per: 
Name: Lawrence Bruno
Title: Director

Per: _____
Name: _____
Title: _____

CORE LABORATORIES LP

Per: 
Name: Lawrence Bruno
Title: President

Signature page to the Conveyance and Assumption Agreement

TRADEMARK
REEL: 006717 FRAME: 0529

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (this “Agreement”) dated May 30, 2019 is by and between Halliburton Group Canada, a partnership organized in the Province of Alberta (“Buyer”), and Core Laboratories Canada Limited, a corporation organized in the Province of Alberta (“Seller”). Buyer and Seller are sometimes referred to collectively herein as the “Parties” and each individually as a “Party”.

RECITALS

WHEREAS, Seller, together with certain of its Affiliates, is engaged in the Business (as defined below);

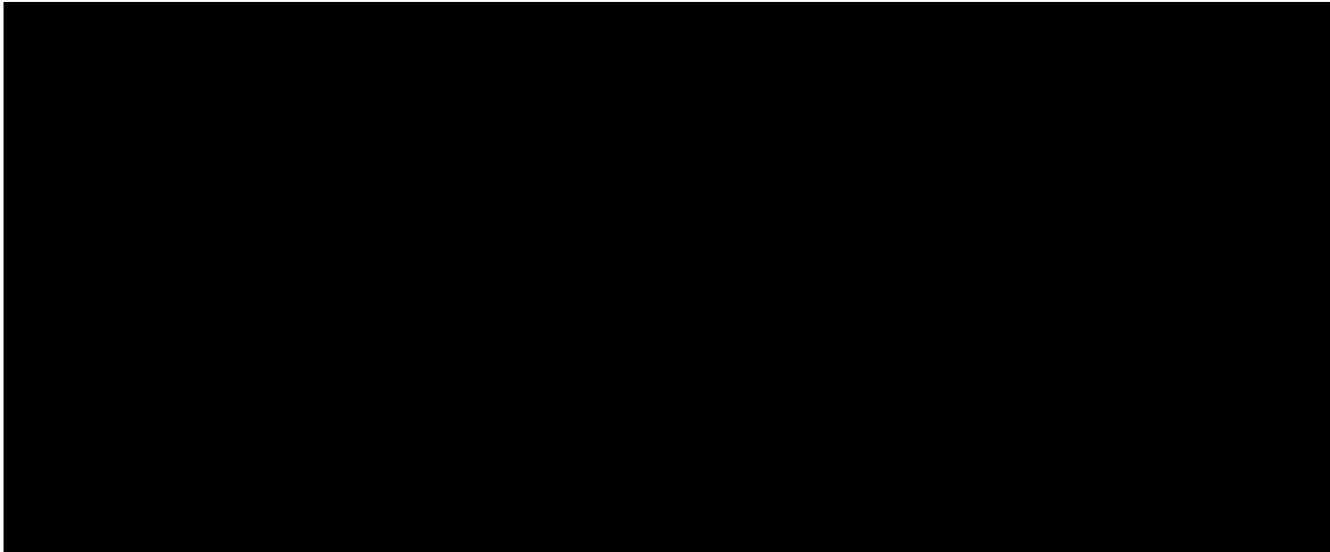
WHEREAS, Seller desires to effect the sale and divestiture of the Business to Buyer, and Buyer desires to purchase and acquire the Business from Seller, upon the terms and subject to the conditions set forth herein; and

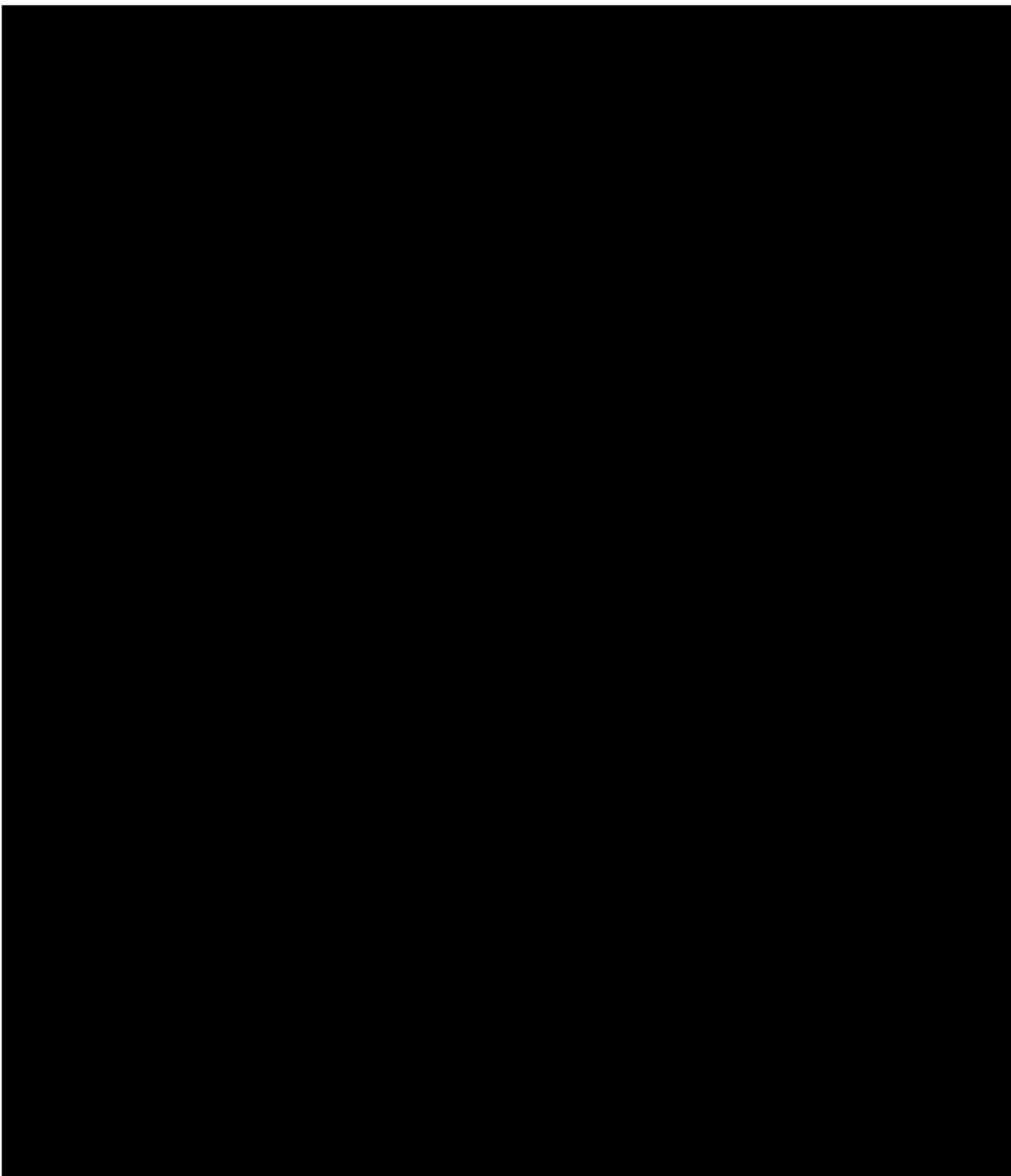
WHEREAS, to effect the sale of the Business, Seller and Buyer are entering into this Agreement to sell and transfer the Purchased Assets and assign the Assumed Liabilities.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements contained herein, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I CERTAIN DEFINITIONS

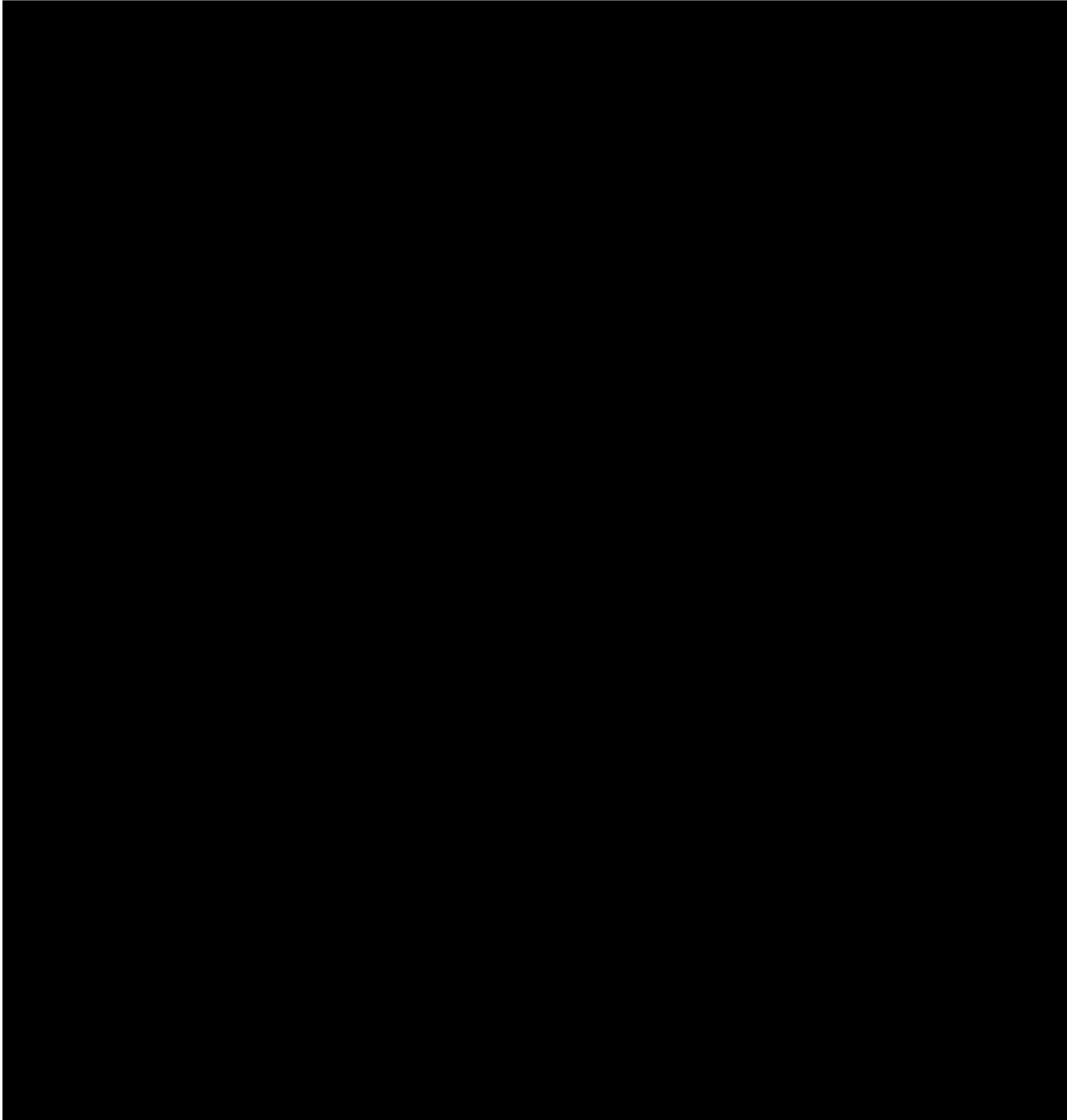
1.1 Certain Defined Terms. When used in this Agreement, the following terms shall have the respective meanings specified therefor below. All defined terms in this Agreement in singular or plural forms, as the case may be, shall have their correlative meanings when used in their plural or singular forms, as the case may be.





“Intellectual Property” shall mean any and all intellectual property, whether or not subject to registration or statutory protection, including each of the following: (a) copyrightable works of authorship, copyrights and applications, registrations and renewals in connection therewith; (b) trademarks, service marks, trade names, slogans, domain names, logos, and trade dress, and registrations and applications for registrations or perfection of rights thereof; (c) patents, patent applications and patent disclosures (including all reissues, divisions,

continuations, continuations-in-part, renewals, re-examinations and extensions of the foregoing); (d) trade secrets and confidential information, including ideas, designs, concepts, compilations of information, methods, techniques, procedures, processes, inventions, discoveries, technology, software (source code and object code) and other know-how, whether or not patentable; (e) registrations for any of the foregoing; and (f) all goodwill of the Business as a going concern, and any and all common law rights, associated with any of the foregoing.

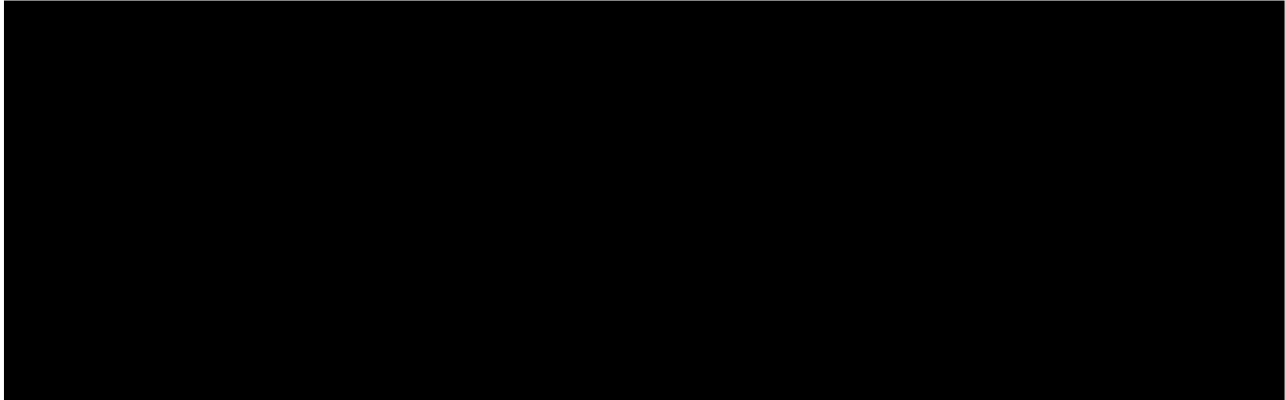


<u>Term</u>	<u>Section</u>
Transfer Taxes.....	5.3
Top Customers	3.16
Top Suppliers	3.16

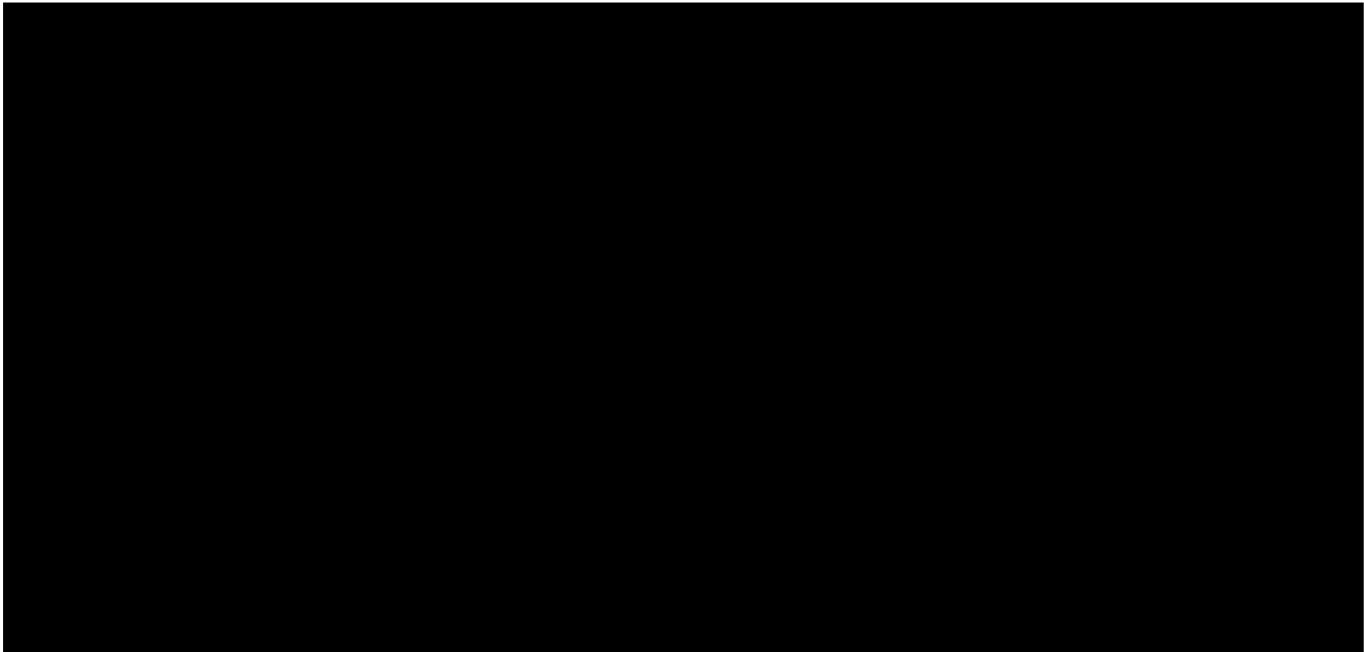
**ARTICLE II
THE TRANSACTION**

2.1 The Transaction.

(a) Subject to and upon the terms and conditions of this Agreement, at the Closing, Seller agrees to sell, transfer, convey, assign and deliver to Buyer, and Buyer agrees to purchase, acquire and accept from Seller, all of the Purchased Assets free and clear of all Liens other than Permitted Encumbrances (the "Purchase").



2.2 Consideration.



2.3 Closing.

[REDACTED]

2.4 Closing Deliverables.

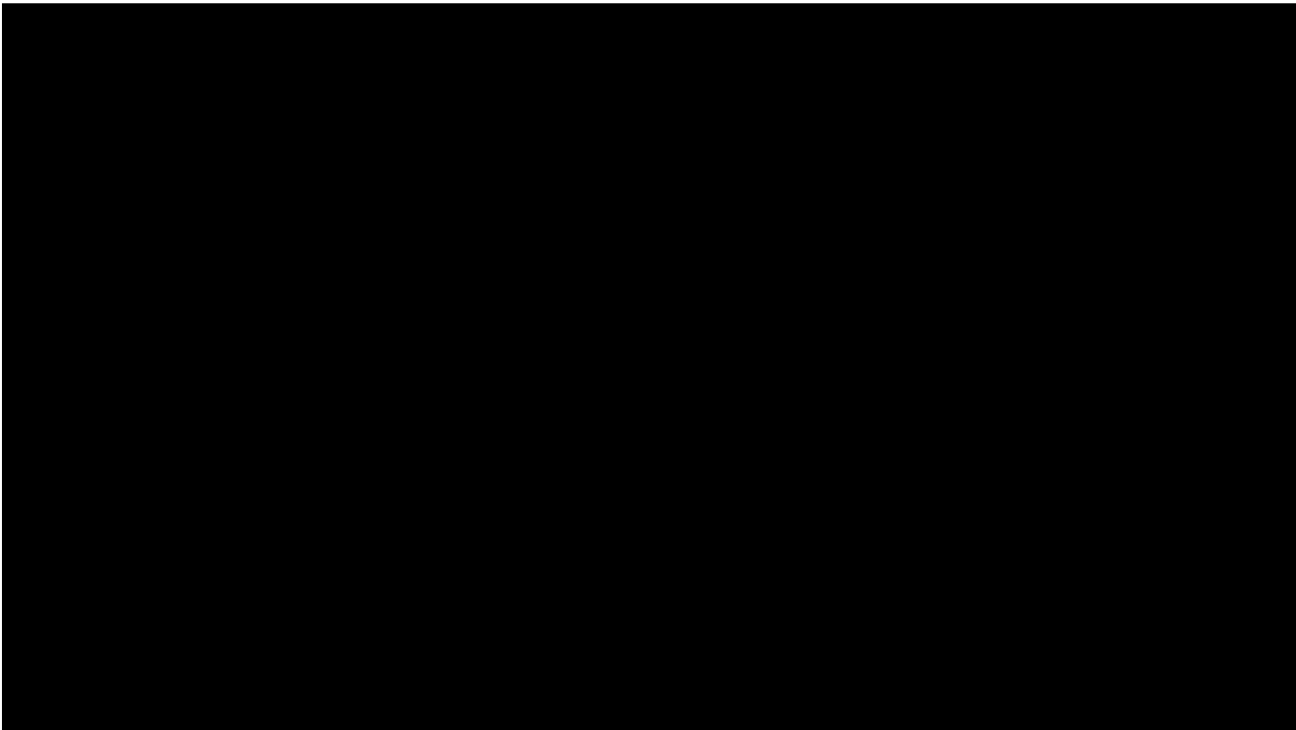
(a) At the Closing, Seller will deliver, or cause to be delivered, to Buyer:

[REDACTED]

[REDACTED]

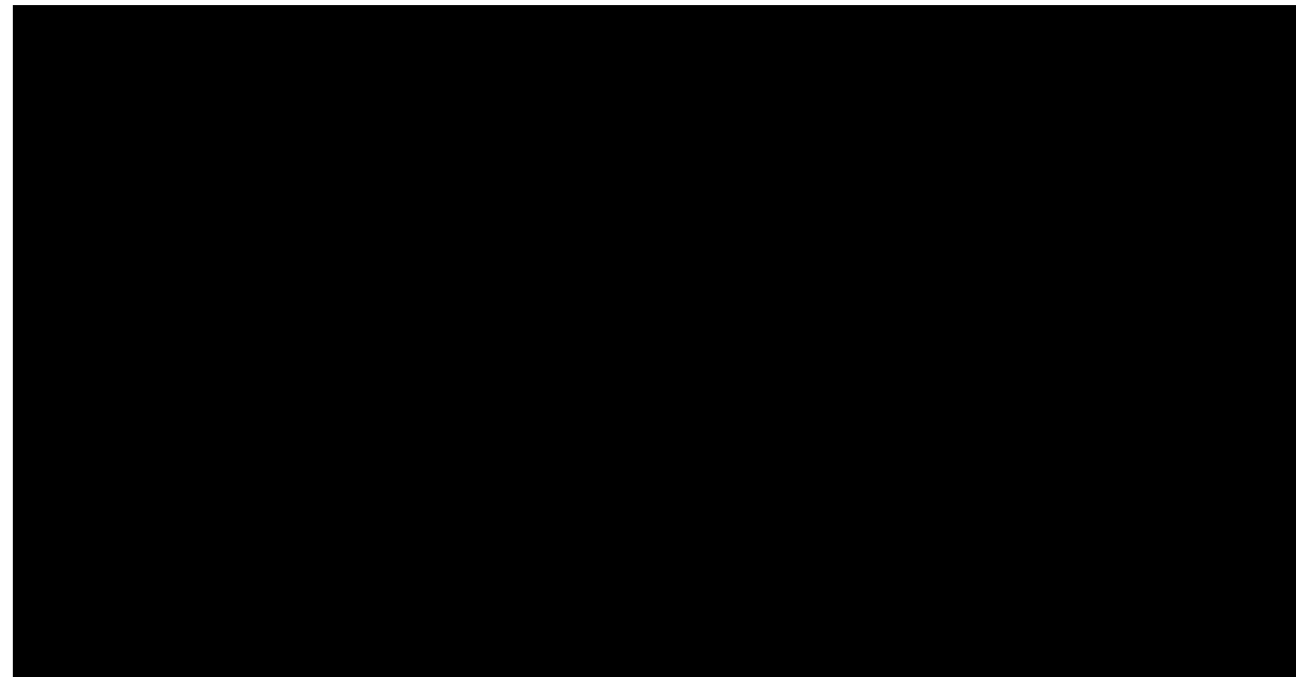
(iv) A bill of sale, assignment and assumption agreement providing for the conveyance, assignment and transfer of the Intellectual Property (including, for the avoidance of doubt, the Intellectual Property set forth on Sections 3.11(a) and 3.11(b) of the Disclosure Schedule) and the U.S. Assets to Halliburton Energy Services, Inc. (“HESI”), free and clear of any Liens, dated as of the Closing Date, duly executed by Seller or any applicable Affiliate;

[REDACTED]



(c) For avoidance of doubt, all U.S. Assets and Intellectual Property conveyed, assigned, or transferred to HESI in accordance with Section 2.4(a)(iv) are transferred directly from Seller or its Affiliate to HESI, and shall not at any time be owned by Buyer. On behalf of HESI, Buyer may receive and transfer all documents, data, manuals, software, and any other materials or means of transmission as to rights, properties and assets purchased on HESI's behalf. Further, any Continuing Employees that reside or are employed in the United States will become employees of HESI.

2.5 Adjustments.

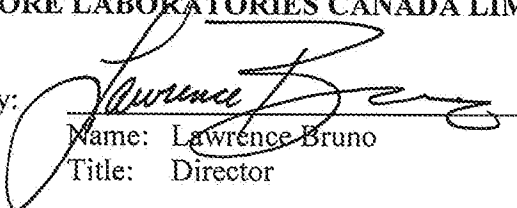


IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly signed as of the date first above written.

**HALLIBURTON GROUP CANADA,
by its Managing Partner
HALLIBURTON CANADA ULC**

By: _____
Name: Helga Cotgrove
Title: Agent and Attorney-in-Fact


CORE LABORATORIES CANADA LIMITED

By:  _____
Name: Lawrence Bruno
Title: Director

[Signature page to Purchase Agreement]

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Title: Agent and Attorney-in-Fact

CORE LABORATORIES CANADA LIMITED

By: _____
Name: Lawrence Bruno
Title: Director

[Signature page to Purchase Agreement]

**TRADEMARK
REEL: 006717 FRAME: 0537**

DISCLOSURE SCHEDULE

Section 3.11(a)

Intellectual Property

Document	Date	Description
Patent US06276457B1	August 21, 2001	Promore Engineering Inc. is an assignee of this United States Patent for a "method for emplacing a coil tubing string in a well"
Patent US006116085A	September 12, 2000	Promore Engineering Inc. is an assignee of this United States Patent for "instrumentation tubing string assembly for use in wellbores"
Certificate of Renewal: Canadian Trademark	November 30, 2018 - January 7, 2019	"Your Eyes to the Reservoir" Registration Number: TMA598676
Canadian Trademark Registration	January 7, 2004	"Your Eyes to the Reservoir" Registration Number: TMA598676
Live US Trademark	March 26, 2002	Word Mark: PROMORE Registration Number: 2551712
Fiber Optical Sensor Roadmap	Unknown	Proof of concept, sensor integration, and deployment challenges.
Canadian Trademark Registration	June 2, 2004	"ERD" Registration Number: TMA611718
Canadian Trademark Registration	July 27, 1999	"PROMORE" Registration Number: TMA513406
Canadian Patent	May 19, 2009	Patent: CA 2373498

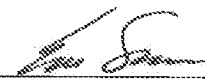
RESTATED DISCLOSURE SCHEDULE – July 2, 2019

Section 3.11(a)

Intellectual Property

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Canadian Trademark Registration	July 27, 1999	"PROMORE" Registration Number: TMA513406
Canadian Patent	May 19, 2009	Patent: CA 2373498
Canadian Patent	June 29, 2004	Patent: CA 2303995

HALLIBURTON ENERGY SERVICES, INC.

Per:  _____

Name: Eric Sevanson

Title: Vice President - Corporate Development