

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM666451

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Apache Corporation		08/05/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	APA Corporation		
Street Address:	2000 Post Oak Boulevard, Ste. 100		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90447110	APA CORPORATION	
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>			
Email:	ipdocketing@haynesboone.com		
Correspondent Name:	Annie Allison		
Address Line 1:	30 Rockefeller Plaza, 26th Floor		
Address Line 4:	New York, NEW YORK 10112		
NAME OF SUBMITTER:	Annie Allison		
SIGNATURE:	/Annie Allison/		
DATE SIGNED:	08/10/2021		
Total Attachments: 5			
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OP \$40.00 90447110

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of August 5, 2021 ("Effective Date") by and between Apache Corporation, a Delaware corporation located at 2000 Post Oak Boulevard, Ste. 100, Houston, TX 77056 (the "Assignor") and APA Corporation, a Delaware corporation located at 2000 Post Oak Boulevard, Ste. 100, Houston, TX 77056 (the "Assignee").

WHEREAS, Assignor owns the trademark registrations and applications listed on Exhibit A annexed hereto (collectively, the "Marks"); and

WHEREAS, Assignee is desirous of acquiring the Marks together with the goodwill of the businesses symbolized thereby;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration as specified herein, the parties, intending to be legally bound, agree as follows:

- 1. Assignment of Trademarks.** Assignor hereby conveys, sells, transfers and assigns to Assignee all of Assignor's right, title and interest throughout the world in and to: (a) the Marks worldwide, together with the goodwill of the business symbolized thereby, and all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including, without limitation, the right to apply for and maintain additional trademark and/or service mark applications and/or registrations worldwide for the Marks and any variations or derivations thereof, including any priority right that may have arisen from Assignor's use of the Marks and/or prior ownership of the registration for such Marks; (b) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (c) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Recordation and Further Actions.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.
- 3. Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior representations,

communications, and agreements, oral or written, which the parties expressly acknowledge are superseded and are no longer of any force and effect.

4. **Amendments.** This Agreement may not be amended, modified, supplemented, or otherwise altered except by an instrument in writing executed by each of the parties hereto.
5. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. **Counterparts.** This Agreement may be executed in counterparts, each of which, when so executed, shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument. This Agreement may be executed electronically, and such signatures shall be binding and deemed original for the purposes of implementing and enforcing this Agreement.
7. **Choice of Law.** This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of Texas without regard to any conflicts of law provisions thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

APACHE CORPORATION

By: Castlen Kennedy
Name: Castlen M. Kennedy
Title: Vice President

STATE OF TEXAS)
COUNTY OF HARRIS)
)SS.
)

On the 5th day of August, 2021, before me personally appeared Castlen M. Kennedy, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

St Richardson
Notary Public
Printed Name: STEPHANIE RICHARDSON

My Commission Expires:
10-13-22

AGREED TO AND ACCEPTED BY ASSIGNEE:

APA CORPORATION

By: Castlen Kennedy
Name: Castlen M. Kennedy
Title: Vice President, Corporate Communications and Public Affairs

STATE OF TEXAS)
COUNTY OF HARRIS)
)SS.
)

On the 5th day of August, 2021, before me personally appeared Castlen M. Kennedy, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

St Richardson
Notary Public
Printed Name: STEPHANIE RICHARDSON

My Commission Expires: 10-13-22

EXHIBIT A

Assigned Marks

Country	Mark	Applicant	File Date	Application #	Registration Date	Registration #	Status	Goods/Services
UNITED STATES	APA Corporation	Apache Corporation	1/4/2021	90/447110			PENDING	35 - Holding company services, namely, providing business management, business administration, and business communications services for subsidiaries and affiliates primarily in the fields of oil and gas drilling and pumping, oil and gas production, oil and gas exploration, oil and gas development, oil and gas geological prospecting, oil and gas testing, oil and gas surveying, oil and gas processing, oil and gas gathering, oil and gas distribution, and oil and gas transmission. 36 - Holding company services, namely, provision of investment, financial, financial reporting, accounting, tax, and insurance services for subsidiaries and affiliates primarily in the fields of oil and gas drilling and pumping, oil and gas production, oil and gas exploration, oil and gas development, oil and gas geological prospecting, oil and gas testing, oil and gas surveying, oil and gas processing, oil and gas gathering, oil and gas distribution, and oil and gas transmission.
WIPO with designations to: CN (Cl. 35, 36) EG (Cl. 35, 36) UK (Cl. 35)	APA Corporation	Apache Corporation	1/25/2021	A0104606	1/25/2021	1581968	REGISTERED	35 - Holding company services, namely, providing business management, business administration, and business communications services for subsidiaries and affiliates primarily in the fields of oil and gas drilling and pumping, oil and gas production, oil and gas exploration, oil and gas development, oil and gas geological prospecting, oil and gas testing, oil and gas surveying, oil and gas processing, oil and gas gathering, oil and gas distribution, and oil and gas transmission. 36 - Holding company services, namely, provision of investment, financial, financial reporting, accounting, tax, and insurance services for subsidiaries and affiliates primarily in the fields of oil and gas drilling and pumping, oil and gas production, oil and gas exploration, oil and gas development, oil and gas geological prospecting, oil and gas testing, oil and gas surveying, oil and gas processing, oil and gas gathering, oil and gas distribution, and oil and gas transmission.
WIPO with designations to: UK (Cl. 36)	APA Corporation	Apache Corporation	7/1/2021	A0110700				36 - Holding company services, namely, provision of investment, financial, financial reporting, accounting, tax, and insurance services for subsidiaries and affiliates primarily in the fields of oil and gas drilling and pumping, oil and gas production, oil and gas exploration, oil and gas development, oil and gas geological prospecting, oil and gas testing, oil and gas surveying, oil and gas processing, oil and gas gathering, oil and gas distribution, and oil and gas transmission.

