

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM805467

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DATA AUTOMATION TECHNOLOGY LLC		04/01/2023	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	DRILLING TOOLS INTERNATIONAL, INC.		
Street Address:	3701 Briarpark Drive, Suite 150		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77042		
Entity Type:	Corporation: LOUISIANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86297364	WELLFENCE	
Serial Number:	88615502	WELL-ID	
CORRESPONDENCE DATA			
Fax Number:	7139750995		
<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:	8328866845		
Email:	info@dmiplaw.com		
Correspondent Name:	D'Ambrosio & Menon, PLLC		
Address Line 1:	3 Sugar Creek Center Blvd.		
Address Line 2:	Suite 100		
Address Line 4:	Sugar Land, TEXAS 77478		
ATTORNEY DOCKET NUMBER:	DTI001TM		
NAME OF SUBMITTER:	Tanya Taylor		
SIGNATURE:	/Tanya Taylor/		
DATE SIGNED:	04/24/2023		
Total Attachments: 5			
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ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS

THIS ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS (this "Assignment"), dated effective as of the "Effective Date," as that term is hereinafter defined, is by is by DATA AUTOMATION TECHNOLOGY LLC, a Texas limited liability company, whose address is 3701 Briarpark Dr., Suite 150, Houston, Texas 77042 ("Assignor"), in favor of DRILLING TOOLS INTERNATIONAL, INC., a Louisiana corporation, whose address is 3701 Briarpark Dr., Suite 150, Houston, Texas 77042 ("Assignee") (Assignor and Assignee sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties").

WHEREAS, Assignee is the sole member of Assignor and also its sole creditor;

AND WHEREAS, Assignee has determined that it is in the best interest of the Parties to wind up Assignor;

AND, WHEREAS, Assignor and Assignee have agreed to effect a transfer to Assignee of all assets of Assignor in partial satisfaction of the indebtedness owed Assignor by Assignee.

Now, therefore, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties do hereby act and agree as follows:

1. Assignment. Effective as of the Effective Date, Assignor does hereby sell, assign, transfer, convey and deliver unto Assignee and its successors and assigns, free and clear of any and all security interests, liens and other encumbrances and any royalty or similar rights, all of Assignor's worldwide right, title and interest in and to: any trademarks or names, service marks or names, wordmarks or names or other marks or names (the "Marks"), including but not limited to the registered marks and trade names described in Exhibit A attached hereto, which is incorporated herein by reference; all applications to register any Marks; all marks registered pursuant to any applications; the goodwill of the business associated with any of the foregoing and which is symbolized thereby; rights to sue and collect damages caused by, enjoin, settle, or release any past, present, or future infringement of the foregoing and to defend and settle any claims of infringement by the foregoing (whether arising prior to or subsequent to the Effective Date); any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction worldwide; and all other rights under or related thereto (collectively, the "Mark Rights"), the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Enforcement and Assistance. Assignor shall cooperate fully with, and assist Assignee and its successors and assigns in obtaining, maintaining and enforcing the Mark Rights in the United States and all other jurisdictions. As part of such obligation, Assignor hereby agrees to execute and file any such documents and to do all other lawfully permitted acts to further such purposes which Assignee may deem necessary or desirable in order to protect Assignee's interests in the Mark Rights.

3. Further Assurances. Each Party agrees (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Assignment.

4. Entire Agreement. This Assignment constitutes the entire and fully integrated agreement between the Parties with respect to the subject matter hereof and supersede and replace all prior agreements between the Parties regarding such subject matter.

5. Modification. This Assignment may not be modified or amended except by a writing signed by both Parties.

6. Choice of Law and Venue. This Assignment shall be governed and construed in accordance with the laws of the State of Texas, without regard to any conflicts-of-law rule or principle that would require application of the laws of another jurisdiction. Venue for any dispute or controversy under this Assignment shall be mandatory in Harris County, Texas.

7. Attorneys' Fees. In the event of any dispute resolution action between the Parties pertaining to the subject matter of this Assignment, the Party prevailing in such action shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorneys' and other professional fees incurred therein.

8. Caption Headings. All captions set forth in this Assignment are inserted for convenience of reference only and shall not be deemed a part of this Assignment, nor shall they control or in any way affect the construction, interpretation, or enforcement of this Assignment or any provision hereof or be deemed indicative of the intent of either Party.

9. Severability. Any provision of this Assignment prohibited or rendered unenforceable by any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any such jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10. Signatures. This Assignment may be executed in multiple counterparts, which when taken together shall constitute a single agreement. Facsimile, PDF, .jpeg and other electronic representations of signatures shall have the dignity, force and effect of an original. This Assignment shall not be binding on any Party signing same unless and until all Parties named herein have signed same.

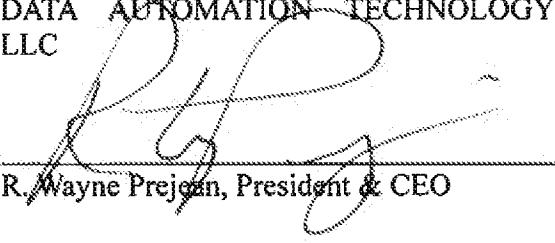
11. RELIANCE DISCLAIMER. IN DECIDING WHETHER TO AGREE TO THIS ASSIGNMENT, EACH PARTY ACKNOWLEDGES, REPRESENTS AND WARRANTS THAT (A) IT HAS NOT RELIED ON ANY INFORMATION, DOCUMENT, BROCHURE, LITERATURE, MAP, SKETCH, PROJECTION, PROFORMA, STATEMENT, REPRESENTATION, GUARANTY, OR WARRANTY BY OR ON BEHALF OF ANY OTHER PARTY EXCEPT ANY CONTAINED IN THIS ASSIGNMENT; (B) NO STATEMENT, REPRESENTATION, GUARANTY, OR WARRANTY REGARDING THIS MATTER HAS BEEN

MADE EXCEPT FOR THOSE CONTAINED IN THIS ASSIGNMENT; (C) THE PARTY HAS NOT RELIED ON THE ABSENCE OF ANY CIRCUMSTANCE NOT DISCLOSED BY ANY OTHER PARTY; AND (D) ANY UNDISCLOSED INFORMATION, HAD IT BEEN DISCLOSED, WOULD NOT HAVE CAUSED THE PARTY TO DECLINE ITS AGREEMENT TO THIS ASSIGNMENT.

Dated effective this 1st day of April, 2023 (the "Effective Date").

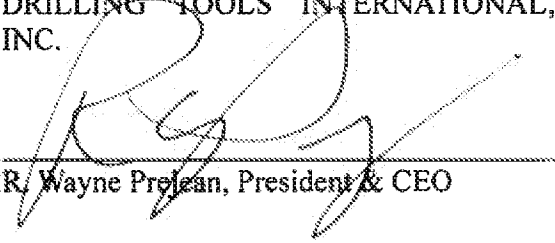
ASSIGNOR:

DATA AUTOMATION TECHNOLOGY
LLC


R. Wayne Prejean, President & CEO

ASSIGNEE:

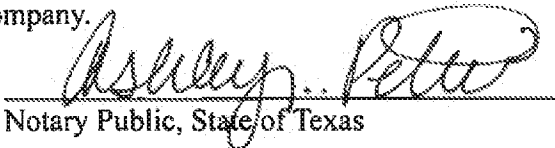
DRILLING TOOLS INTERNATIONAL,
INC.

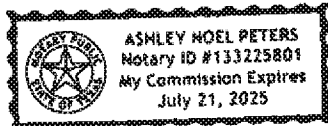

R. Wayne Prejean, President & CEO

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me this 27th day of March, 2023, by R. Wayne Prejean, President & CEO of DATA AUTOMATION TECHNOLOGY LLC, a Texas limited liability company, on behalf of said company.


Notary Public, State of Texas

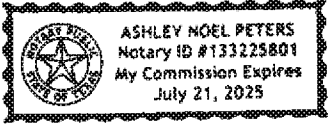


STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me this 27th day of March, 2023, by R. Wayne Prejean, President & CEO of DRILLING TOOLS INTERNATIONAL, INC., a Louisiana corporation, on behalf of said corporation.

Ashley Peters
Notary Public, State of Texas



**EXHIBIT A
TO
ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS**

Registered Servicemarks and Trademarks

<u>Registered Service Mark or Trademark</u>	<u>Serial No.</u>	<u>Registration Date</u>
WELLFENCE	86297364	September 1, 2015
WELL-ID	88615502	February 23, 2021

Trade Names

WellFence