

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2995600

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
HALLIBURTON ENERGY SERVICES, INC.		08/01/2014
RECEIVING PARTY DATA		
Name:	NATIONAL OILWELL VARCO, L.P.	
Street Address:	7909 PARKWOOD CIRCLE DR	
City:	HOUSTON	
State/Country:	TEXAS	
Postal Code:	77036	
PROPERTY NUMBERS Total: 7		
Property Type	Number	
Patent Number:	5832779	
Patent Number:	5916325	
Patent Number:	5983743	
Patent Number:	6098709	
Patent Number:	6102828	
Patent Number:	6488260	
Patent Number:	6913240	
CORRESPONDENCE DATA		
Fax Number:	(713)634-2397	
<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:	kristi.johnson@nov.com	
Correspondent Name:	KRISTI JOHNSON	
Address Line 1:	7909 PARKWOOD CIRCLE DR	
Address Line 4:	HOUSTON, TEXAS 77036	
NAME OF SUBMITTER:	KRISTI JOHNSON	
SIGNATURE:	/Kristi Johnson/	
DATE SIGNED:	08/25/2014	
Total Attachments: 6		
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REEL: 033602 FRAME: 0690

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is entered into as of August 25, 2014, but effective as of 12:01 a.m. (Houston, Texas time) on August 1, 2014, by and between Halliburton Energy Services, Inc., a Delaware corporation ("Assignor"), and National Oilwell Varco, L.P., a Delaware limited partnership ("Assignee"). Assignor, on the one hand, and Assignee, on the other hand, are sometimes referred to herein as a "Party," and collectively as the "Parties."

WHEREAS, Sellers have been engaged in, among other things, the business of designing, manufacturing, distributing, selling and servicing (a) surface actuators, (b) surface safety equipment related to the surface wellhead and (c) surface flow line safety products related to the surface wellhead, including control pilots and associated parts and accessories, as well as single well self-contained control systems, in the case of (a), (b) and (c), for the onshore and offshore oil and gas production industry (the "Business");

WHEREAS, Assignee and Assignor are parties to that certain Asset Purchase Agreement dated August 22, 2014 (the "Asset Purchase Agreement"), pursuant to which Sellers agreed to sell to Buyers, and Buyers agreed to purchase from Sellers, all of Sellers' right, title and interest in and to certain assets relating to the Business, as more fully described therein; and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to acquire from Assignor, all right, title and interest of Assignor in the Intellectual Property Assets, including those Intellectual Property Registrations set forth on Schedule A (the "Assigned Intellectual Property," and for the avoidance of doubt, the Intellectual Property Registrations set forth on Schedule A are the only currently existing registered Intellectual Property Registrations included in the Intellectual Property Assets), as set forth herein.

NOW, THEREFORE, in accordance with the Asset Purchase Agreement and in consideration of the premises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. **Definitions**. When used in this Assignment, the following terms shall have the following respective meanings:

(a) "Buyers" means, collectively, Assignee, NOV Mission Products UK, LTD., a United Kingdom company limited by shares, and National-Oilwell Pte. Ltd., a Singapore private company limited by shares.

(b) "Contracts" means all written contracts, leases, mortgages, licenses, instruments, notes, commitments, undertakings, indentures and other agreements.

(c) "Governmental Authority" means any federal, state, local, foreign or other governmental agency, authority, bureau, branch, department, division, commission, court, tribunal, magistrate, justice, legislature, public international organization, quasi-governmental body or other similar recognized organization or body of any federal, state, local or foreign government.

(d) "Intellectual Property" means any and all of the following in any jurisdiction throughout the world: (i) trademarks and service marks, including all applications and registrations and the goodwill connected with the use of and symbolized by the foregoing; (ii) copyrights, including all applications and registrations, and works of authorship, whether or not copyrightable; (iii) trade secrets and confidential know-how; (iv) patents and patent applications; (v) websites and internet domain name registrations; and (vi) all other intellectual property and industrial property rights and assets.

(e) “Intellectual Property Assets” means all Intellectual Property owned by a Seller and used exclusively in the Business.

(f) “Intellectual Property Registrations” means all Intellectual Property Assets that are the subject of any issuance, registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trademarks, registered domain names, and registered copyrights, issued and reissued patents and pending applications for any of the foregoing.

(g) “Law” means any law, constitution, treaty, convention, ordinance, code, rule, regulation, executive order or other similar authority enacted or promulgated by any Governmental Authority, each as is applicable in the circumstances.

(h) “Sellers” means, collectively, Assignor, Halliburton Manufacturing and Services Limited, a United Kingdom company limited by shares, and HAL Completions Mfg Pte. Ltd., a Singapore private company limited by shares (individually, each a “Seller”).

2. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, its entire and exclusive right, title and interest in and to, and possession and use of the Assigned Intellectual Property, together with all common law rights connected thereto. Subject to the terms of the Asset Purchase Agreement, this Assignment is full and complete and includes all rights that would be enjoyed and all obligations that would be suffered by Assignor if this transfer and assignment had not been made.

3. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, without further compensation, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment and to more effectively secure to and vest in Assignee, its successors, and permitted assigns the rights transferred hereunder. Assignor hereby authorizes the appropriate governmental officials to record this Assignment and any information relating thereto upon the request of Assignee, and to issue any and all patent or related property right assigned hereunder to Assignee in accordance with the provisions hereof. Assignor further agrees that Assignor will, upon Assignee’s reasonable request, communicate to Assignee, or its legal representatives, any facts relating to the Assigned Intellectual Property known to it.

4. Governing Law.

(a) This Assignment shall be construed and enforced in accordance with and governed by the Laws of the State of Texas applicable to Contracts made and to be performed entirely within such state and by the Laws of the United States of America, excluding any conflict of law rule or principle of such Laws that might refer such interpretation or enforcement to the Laws of another jurisdiction.

(b) Each Party hereby irrevocably and unconditionally submits, for itself and its property, to the jurisdiction of any state or federal court located in Harris County, Texas, in any dispute or proceeding arising out of or relating to this Assignment, and each of the Parties hereby irrevocably and unconditionally agrees that all claims in respect of any such proceeding may be heard and determined in any such court.

(c) ASSIGNOR AND ASSIGNEE HEREBY (i) KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THEY MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR DIRECTLY OR INDIRECTLY AT ANY TIME ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN, (ii) CERTIFY THAT NEITHER PARTY NOR ANY REPRESENTATIVE OR COUNSEL FOR EITHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT SUCH PARTY WOULD NOT,

IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS, AND (iii) ACKNOWLEDGE THAT THEY HAVE BEEN INDUCED TO ENTER INTO THIS ASSIGNMENT AND THE TRANSACTIONS CONTEMPLATED HEREIN BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION 4.

(d) THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS OF VIENNA, APRIL 11, 1980 SHALL NOT APPLY TO THIS ASSIGNMENT.

5. Amendments and Waivers. This Assignment may only be amended, modified or supplemented by an agreement in writing signed by each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Assignment shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

6. Binding Effect; Assignment. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

7. No Third Party Beneficiaries. This Assignment is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment.

8. Disclaimer of Warranties. ASSIGNEE AGREES AND ACKNOWLEDGES THAT ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE ASSIGNED INTELLECTUAL PROPERTY EXCEPT AS EXPRESSLY SET FORTH IN THE ASSET PURCHASE AGREEMENT.

9. Construction; Conflict. This Assignment is made pursuant and subject to the terms, covenants and conditions of the Asset Purchase Agreement, the terms, covenants and conditions of which are hereby incorporated by reference, and subject to the terms, covenants and conditions set forth in this Assignment. The terms of this Assignment shall not expand, limit or modify any of the provisions of the Asset Purchase Agreement. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS, COVENANTS AND CONDITIONS OF THIS ASSIGNMENT AND THE ASSET PURCHASE AGREEMENT, THE TERMS, COVENANTS AND CONDITIONS OF THE ASSET PURCHASE AGREEMENT WILL PREVAIL.

10. Counterpart Execution; Electronic Execution. This Assignment may be executed in a number of identical counterparts, each of which for all purposes is to be deemed an original and all of which constitute, collectively, one instrument. It is not necessary that each Party execute the same counterpart so long as identical counterparts are executed by each such Party. However, this Assignment shall not be binding on any Party unless and until it has been executed and delivered by Assignor and Assignee. This Assignment may be validly executed and delivered by facsimile or other electronic transmission.

11. Severability. The provisions of this Assignment shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof, provided that any provision of this Assignment that is invalid or unenforceable in any situation or in any jurisdiction will not affect the enforceability of the remaining terms and provisions hereof or the enforceability of the offending term or provision in any other situation or in any other jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Intellectual Property Assignment as of the date first written above.

ASSIGNOR:

HALLIBURTON ENERGY SERVICES, INC.

By: Myrtle L. Jones

Name: Myrtle L. Jones

Title: Senior Vice President - Tax

ASSIGNEE:

NATIONAL OILWELL VARCO, L.P.

by its general partner

NOW Oilfield Services, Inc.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Parties have executed this Intellectual Property Assignment as of the date first written above.

ASSIGNOR:

HALLIBURTON ENERGY SERVICES, INC.

By: _____

Name: _____

Title: _____

ASSIGNEE:

NATIONAL OILWELL VARCO, L.P.
by its general partner
NOW Oilfield Services, Inc.

By: Trevor B. Martin

Name: Trevor B. Martin

Title: Director

SCHEDULE A

INTELLECTUAL PROPERTY REGISTRATIONS

Trademark

Safomatic, U.S. Trademark, Reg. No. 628540, Reg. Date: 6/12/1956

Patents List

Jurisdiction – United States:

<u>Publication Number</u>	<u>Assignee/Applicant</u>	<u>Title</u>
US5832779A	Halliburton Energy Services Inc.	Actuator assembly with manual locking device
US5916325A	Halliburton Energy Services Inc.	Actuator assembly and torque limiting system for same
US5983743A	Halliburton Energy Services Inc.	Actuator assembly
US6098709A	Halliburton Energy Services Inc.	Wellhead union with safety interlock
US6102828A	Halliburton Energy Services Inc.	Electrohydraulic control unit
US6488260B1	Halliburton Energy Services Inc.	Electric fail safe valve actuator
US6913240B1	Halliburton Energy Services Inc.	Electrohydraulic control unit

Schedule A