

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3103374

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	WEATHERFORD U.S., L.P.	09/02/2014
RECEIVING PARTY DATA		
Name:	BAKER HUGHES INCORPORATED	
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State/Country:	TEXAS	
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PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	7037043
	Patent Number:	7172369
CORRESPONDENCE DATA		
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NAME OF SUBMITTER:	PENNY A. PFEFFER	
SIGNATURE:	//Penny Pfeffer//	
DATE SIGNED:	11/11/2014	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 6		
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PATENT

PATENT ASSIGNMENT

This Patent Assignment is made and entered into as of September 2, 2014 to be effective as of September 1, 2014 (the "Effective Date") by and between Weatherford U.S., L.P., a Louisiana limited partnership, having a place of business at Houston, Texas ("Assignor") and Baker Hughes Incorporated, a Delaware corporation, having a place of business at Houston, Texas ("Assignee").

WHEREAS, Weatherford International Ltd. ("Seller") and Baker Hughes Pipeline Management Group, Inc. have entered into a Purchase Agreement for the purchase of Shares and Assets (the "Purchase Agreement"). Capitalized terms used herein but not defined otherwise shall have the meaning ascribed to such terms in the Purchase Agreement;

WHEREAS, Assignor is an Affiliate of Seller;

WHEREAS, Assignor is the owner of the U.S. patents and patent applications set forth on Schedule A and the foreign patents and patent applications set forth on Schedule B attached hereto (collectively, the "Patents");

WHEREAS, Assignee desires to purchase all of Assignor's right, title and interest in and to the Patents; and

WHEREAS, the execution and delivery of this Patent Assignment is a condition to Closing.

NOW THEREFORE, for the consideration stated in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Effective as of the Effective Date, Assignor hereby assigns to Assignee: (i) all of Assignor's right, title and interest in and to the Patents, including all rights therein provided by international conventions and treaties, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made; (ii) all income and payments now or hereafter due or payable with respect thereto; (iii) all causes of action (either in law or in equity) relating thereto; and (iv) the right to sue, counterclaim, and recover for, past, present and future infringement and misappropriation of the rights assigned or to be assigned under this Patent Assignment (together, the "Assigned Rights").

2. Except as expressly provided in the Purchase Agreement, Assignor makes no warranties, express or implied, with respect to any and all of the Assigned Rights, including but not limited to the Patents.

3. Notwithstanding anything to the contrary in this Patent Assignment, Assignee and its successors and assigns shall take hereunder such right, title and interest in said Assigned Rights subject to any outstanding licenses, options to acquire licenses, or other rights existing in third parties prior to the Effective Date of this Patent Assignment.

4. Assignor hereby covenants that Assignor shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to perfect the interest of Assignee in and to the Assigned Rights, and shall not enter into any agreement in conflict with this Patent Assignment.

5. This Patent Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Patent Assignment by electronic mail or facsimile shall be as effective as delivery of a manually executed counterpart of this Patent Assignment.

6. No provision of this Patent Assignment may be amended or modified except by a written instrument signed by the parties hereto.

7. This Patent Assignment shall be governed by and construed and interpreted in accordance with the Laws of the State of Texas irrespective of the choice of Laws principles of the State of Texas.

IN WITNESS WHEREOF, the parties have caused this Patent Assignment to be executed as of the date first written above by its duly authorized officer.

ASSIGNOR

By: Krishna Shivram

Name: Krishna Shivram

Title: Executive Vice President and Chief Financial Officer

ASSIGNEE

By: _____

Name: _____

Title: _____

Signature Page to the Instrument of Assignment – Patents

IN WITNESS WHEREOF, the parties have caused this Patent Assignment to be executed as of the date first written above by its duly authorized officer.

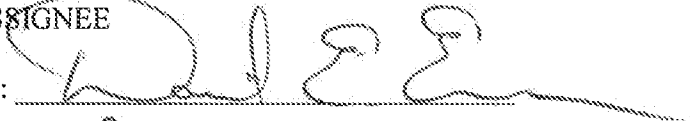
ASSIGNOR

By: _____

Name: _____

Title: _____

ASSIGNEE

By: _____

Name: David F Emerson

Title: JP

Signature Page to the Instrument of Assignment -- Patents

SCHEDULE A
U.S. Patents and Patent Applications

Title	Application No.	Filing Date	Patent No.	Issue Date
Methods for Aligning Pipes and Connecting the Lined Pipe with Adjacent or Lateral Pipes	11056235	Feb 14, 2005	7037043	May 2, 2006
Methods for Alining Pipes and Connecting the Lined Pipe with Adjacent or Lateral Pipes	11390238	Mar 28, 2006	7172369	Feb 6, 2007

SCHEDULE B
Foreign Patents and Patent Applications

NONE