

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4433657

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FLOTEK HYDRALIFT, INC.	05/23/2017
USA PETROVALVE, INC.	05/23/2014
RECEIVING PARTY DATA	
Name:	RAPTOR LIFT SOLUTIONS, LLC
Street Address:	1000 LOUISIANA, SUITE 3850
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77002
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8523533
Patent Number:	9115705
Patent Number:	9429001
CORRESPONDENCE DATA	
Fax Number:	(202)282-5100
<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:	202-282-5202
Email:	eanderson@winston.com
Correspondent Name:	WINSTON & STRAWN LLP
Address Line 1:	1700 K STREET, N.W.
Address Line 2:	ALLAN A. FANUCCI
Address Line 4:	WASHINGTON, D.C. 20006-3817
ATTORNEY DOCKET NUMBER:	180024-1
NAME OF SUBMITTER:	ALLAN A. FANUCCI
SIGNATURE:	/Allan A. Fanucci/
DATE SIGNED:	05/26/2017
Total Attachments: 6	
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made, executed and delivered as of this 23rd day of May, 2017 (the "Effective Date"), by and among Flotek Hydralift, Inc., a Texas corporation ("Hydralift"), USA Petrovalve, Inc., a Texas corporation ("Petrovalve") and together with Hydralift, each an "Assignor" and collectively, "Assignors", and Raptor Lift Solutions, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignors are individually and/or collectively the owner of all right, title and interest in certain Seller Intellectual Property (as defined below);

WHEREAS, Assignors and Assignee are parties to a certain Asset Purchase Agreement dated May 23, 2017 under which Assignors are required to assign the Seller Intellectual Property to Assignee (as defined in the Purchase Agreement);

NOW, THEREFORE, in consideration of the foregoing, the consideration set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. "Intellectual Property" means any and all of the following as they exist throughout the world: (a) patents, patent applications, patent disclosures and inventions (including but not limited to those items set forth on Schedule A hereto), (b) trademarks, service marks, trade dress, trade names, logos and corporate names (in each case, whether registered or unregistered) and registrations and applications for registration thereof together, to the extent applicable, with all of the goodwill associated therewith (including but not limited to those items set forth on Schedule B hereto), (c) copyrights (registered or unregistered) and registrations and applications for registration thereof, (d) computer software, data, data bases and documentation thereof (other than off the shelf, shrink wrap, click wrap or similar type software), (e) trade secrets and other confidential information (including, without limitation, ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial and marketing plans and customer and supplier lists and information), (f) World Wide Web addresses and domain name registrations, (g) works of authorship including, without limitation, computer programs, source code and executable code, whether embodied in software, firmware or otherwise, documentation, designs, files, records, data and mask works and any rights in semiconductor masks, layouts, architectures or topography, and (h) goodwill, franchises, licenses, permits, consents, approvals and claims of infringement and misappropriations against third parties. "Seller Intellectual Property" means Intellectual Property owned or used by any Assignor in the Business (as defined in the Purchase Agreement) which is listed on Schedule A or Schedule B hereto.

2. Assignors individually and collectively grant, sell, assign, transfer and convey to Assignee, all right, title, and interest in, to and under the Seller Intellectual Property throughout the United States of America, its territories and all foreign countries, including the right to claim priority under United States law, any applicable foreign country's law, or international convention, along with all rights to sue for infringement of any Seller Intellectual Property, whether arising prior to or subsequent to the date of this Assignment, the same to be held and enjoyed by the said Assignee, its successors, assigns and other legal representatives, from and after the Effective Date, as fully and entirely as the same would have been held and enjoyed by Assignors had this Assignment not been made.

3. Assignors covenant to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers and take any actions necessary to perfect and vest such

rights, title and interest in Assignee, its successors, assigns and legal representatives. If Assignee, its successors, assigns or other legal representatives shall desire to file any continuing or renewal applications based upon any of the Patents, or to file a disclaimer relating thereto, Assignors will upon request, sign all papers, make all rightful oaths and do all lawful acts requisite for the filing of such application or disclaimer and the procuring thereof, without further compensation but at the expense of Assignee, its successors, assigns or other legal representatives.

4. Assignors represent and warrant that they have not entered into any assignment, contract or understanding in conflict herewith.

5. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Delaware.

6. This Assignment may be executed in counterparts, and when so executed, each counterpart shall be deemed an original, and said counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment as follows, effective as of the date first above written.

[SIGNATURE PAGE TO FOLLOW]

Flotek Hydralift, Inc.

By: [Signature]
Name:
Title:

NOTARIZATION OR LEGALIZATION ACCOMPANYING ASSIGNMENT

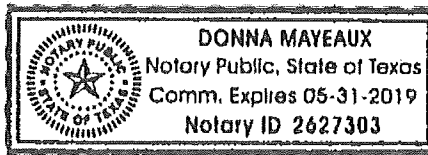
STATE OF Texas)

COUNTY OF Harris)

On this 26 day of May, 2017, before me personally appeared John Chisholm, having the title of Pres/CEO for Flotek Hydralift, Inc., known by me to be the person of the above name, who signed the foregoing instrument in the capacity designated, and acknowledged the same to be his own free act and deed and for the purpose therein set forth.

[Signature]
Notary Public

My Commission Expires:
5-31-19



USA Petrovalve, Inc.

By: [Signature]
Name: John Chisholm
Title: CEO, President & Chairman of the Board

NOTARIZATION OR LEGALIZATION ACCOMPANYING ASSIGNMENT

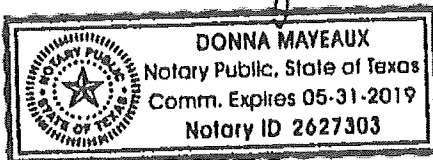
STATE OF Texas)

COUNTY OF Harris)

On this 26 day of May, 2017, before me personally appeared John Chisholm, having the title of Pres/CEO for USA Petrovalve, Inc., known by me to be the person of the above name, who signed the foregoing instrument in the capacity designated, and acknowledged the same to be his own free act and deed and for the purpose therein set forth.

[Signature]
Notary Public

My Commission Expires:
May 31, 2019



AGREED AND ACCEPTED BY ASSIGNEE:
Raptor Lift Solutions, LLC

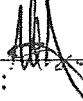
By:  05/25/17
Name: Grant F. Smith
Title: CEO

EXHIBIT A

GRANTED PATENTS

Assignor	Country	Application No.	Filing Date	Title	Patent No.	Grant Date	Expiration Date
Flotek Hydralift, Inc.	United States	13/608,132	9/10/2012	Constant Horsepower Regenerative Assist for a Hydraulic Rod Pumping Unit	8,523,533	9/3/2013	9/10/2032
Flotek Hydralift, Inc.	United States	14/231,331	3/31/2014	Synchronized Dual Well Variable Stroke and Variable Speed Pump Down Control With Regenerative Assist	9,115,705	8/25/2015	9/10/2032
Flotek Hydralift, Inc.	United States	14/741,302	6/16/2015	Synchronized Pump Down Control for a Dual Well Unit With Regenerative Assist	9,429,001	8/30/2016	9/10/2032
Flotek Hydralift, Inc.	Mexico	MX/a/2015/013971	10/2/2015	Control de Bombeo de Recorrido Variable y Velocidad Variable de Pozo Dual Sincronizado con Asistencia Regenerativa	344,836	1/9/2017	4/4/2034
Flotek Hydralift, Inc.	Canada	2908234	4/4/2014	Synchronized Dual Well Variable Stroke and Variable Speed Pump Down Control With Regenerative Assist	2,908,234	5/2/2017	4/4/2034

PENDING PATENT APPLICATIONS

Assignor	Country	Application No.	Filing Date	Title
Flotek Hydralift, Inc.	Canada	2931420	4/4/2014	Synchronized Dual Well Variable Stroke and Variable Speed Pump Down Control With Regenerative Assist
Flotek Hydralift, Inc.	Mexico	MX/a/2016/008553	6/27/2016	Control de Bombeo de Recorrido Variable y Velocidad Variable de Pozo Dual Sincronizado con Asistencia Regenerativa

**EXHIBIT B
TRADEMARKS**

REGISTERED TRADEMARKS

Assignor	Country	Application No.	Filing Date	Trademark	Registration No.	Registration Date	Maintenance / Renewal Deadline
Flotek Hydralift, Inc.	United States	87/036390	5/13/2016	HYDRA-LIFT	5,109,004	12/27/2016	12/27/2022
USA Petrovalve, Inc.	Canada	1713813	2/4/2015	PETROVALVE	TMA934822	4/14/2016	4/14/2031
USA Petrovalve, Inc.	United States	86/523765	2/5/2015	PETROVALVE	4,774,550	7/14/2015	7/14/2021

PENDING TRADEMARK APPLICATIONS

Assignor	Country	Application No.	Filing Date	Trademark
Flotek Hydralift, Inc.	Canada	1806451	10/26/2016	HYDRA-LIFT
Flotek Hydralift, Inc.	Mexico	1814387	10/28/2016	HYDRA-LIFT
USA Petrovalve, Inc.	Canada	1771751	3/10/2016	GENIUS
USA Petrovalve, Inc.	United States	86/763104	9/21/2015	GENIUS
USA Petrovalve, Inc.	Canada	1771758	3/10/2016	SYNAPSE
USA Petrovalve, Inc.	United States	86/763149	9/21/2015	SYNAPSE