

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5825221

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ANGLER CEMENTING PRODUCTS, L.P.	11/15/2019
RECEIVING PARTY DATA		
Name:	BLACKHAWK SPECIALTY TOOLS, LLC	
Street Address:	10260 WESTHEIMER	
City:	HOUSTON	
State/Country:	TEXAS	
Postal Code:	77042	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	10323478
CORRESPONDENCE DATA		
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<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>		
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ATTORNEY DOCKET NUMBER:	940049-001300US	
NAME OF SUBMITTER:	COLLIN A. ROSE	
SIGNATURE:	/Collin A. Rose/	
DATE SIGNED:	11/18/2019	
Total Attachments: 4		
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("**Patent Assignment**"), effective as of November 1, 2018, is made by Angler Cementing Products, L.P. ("**Seller**"), a Delaware limited partnership, located at 11440 Walden Lane, Houston, Texas 77024, in favor of Blackhawk Specialty Tools, LLC ("**Buyer**"), a Texas limited liability company, located at 10260 Westheimer, Houston, Texas 77042, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement, dated November 1, 2018 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller's right, title, and interest in and to the following (the "**Invention and Assigned Patents**"):

- (a) the invention and improvements in the Modular Insert Float System;
- (b) the patents and patent applications set forth in Schedule 1 hereto as well as that may in the future be granted or made relating to the invention and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, substitutions, renewals, and the like thereof;
- (c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (d) 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
- (e) 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, 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. Seller hereby authorizes the Commissioner for Patents 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 Patent Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 necessary to effect, evidence, or perfect the assignment of the Invention and Assigned Patents to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Invention and Assigned Patents. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

SIGNATURE PAGE FOLLOWS

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

Angler Cementing Products, L.P.

By: [Signature]
Name: Kevin Berscheidt
Title: President

STATE OF OKLAHOMA

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)SS.
)

COUNTY OF Stephens

On the 15th day of November, 2019, before me personally appeared Kevin Berscheidt, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of Angler Cementing Products, L.P., and acknowledged the instrument to be the free act and deed of Angler Cementing Products, L.P. for the uses and purposes mentioned in the instrument.

[Signature]
Notary Public
Printed Name: Alesha Zendejas

My Commission Expires: April 26, 2020



AGREED TO AND ACCEPTED:

Blackhawk Specialty Tools, LLC

By: [Signature]
Name: Scott McCurdy
Title: President

STATE OF
TEXAS

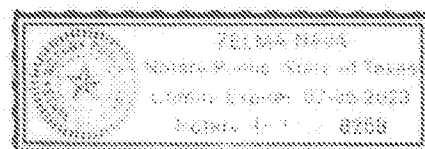
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)SS.
)

COUNTY OF
HARRIS

On the 15th day of November, 2019, before me personally appeared Scott McCurdy, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Senior Vice President and General Counsel of Frank's International, LLC, and acknowledged the instrument to be his free act and deed/the free act and deed of Frank's International, LLC for the uses and purposes mentioned in the instrument.

[Signature]
Notary Public
Printed Name: Zeina Nava

My Commission Expires: 2/5/2020



SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent Number	Issue Date
Modular Insert Float System	U.S.	10,323,478	June 18, 2019

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date
Modular Insert Float System	PCT	PCT/US2018/020447 WO 2018/169694	March 1, 2018
Modular Insert Float System	CA	3,056,066	March 1, 2018
Modular Insert Float System	EPO	18711756.9	March 1, 2018