

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6251787

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| THE LUBRIZOL CORPORATION | 04/15/2019 |
| RECEIVING PARTY DATA | |
| Name: | WEATHERFORD TECHNOLOGY HOLDINGS, LLC |
| Street Address: | 2000 ST. JAMES PLACE |
| City: | HOUSTON |
| State/Country: | TEXAS |
| Postal Code: | 77056 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 16824822 |
| CORRESPONDENCE DATA | |
| Fax Number: | (713)623-4846 |
| <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: | 713-623-4844 |
| Email: | tfish@pattersonsheridan.com, psdocketing@pattersonsheridan.com |
| Correspondent Name: | JASON C. HUANG |
| Address Line 1: | 24 GREENWAY PLAZA, SUITE 1600 |
| Address Line 4: | HOUSTON, TEXAS 77046 |
| ATTORNEY DOCKET NUMBER: | WEAT/1435USD01 - ASG-4 |
| NAME OF SUBMITTER: | JASON C. HUANG |
| SIGNATURE: | /Jason C. Huang/ |
| DATE SIGNED: | 08/14/2020 |
| Total Attachments: 6 | |
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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT is made as of the 15th day of April 2019 ("Assignment") by and between The Lubrizol Corporation, an Ohio corporation with a business address at 29400 Lakeland Blvd., Wickliffe, Ohio 44092 ("Assignor"), and Weatherford Technology Holdings, LLC, a Delaware corporation with a business address at 2000 St. James Place, Houston, Texas 77056 ("Assignee").

WHEREAS, Weatherford International Ltd., a Bermuda exempted company ("Weatherford"), The Lubrizol Corporation, an Ohio corporation ("Lubrizol") and LZ Holding Corporation, a Delaware corporation ("LZ", and together with Lubrizol, collectively "Acquiror") have entered into an Acquisition Agreement (the "Acquisition Agreement") dated as of November 30, 2014 under which Lubrizol acquired certain patents and patent applications and Weatherford received a license to process, method, and procedure claims in some of the patents and patent applications ("License").

WHEREAS, in accordance with section 3.2 of the License, Assignor has agreed to execute this Assignment to transfer to Assignee of all of Assignor's right, title and interest in and to the patents and patent applications as set forth on the attached Schedule I which Assignor no longer wishes to maintain ("Patents") subject to a license to the chemistry claims of such Patents back to Lubrizol.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Parties, Assignor and Assignee agree as follows.

I. Assignment. Assignor hereby assigns, sells, transfers and conveys to Assignee, its successors and/or assigns its entire right, title and undivided interest in and to the Patents.

Assignor further hereby assigns, sells, transfers, and conveys to Assignee its right to enforce the Patents against any third party for any and all claims for damages by reason of past infringement of the Patents and the right to sue for and collect the same for its own use and enjoyment and for the use and enjoyment of its successors and/or assigns.

2. Immunity. Assignee hereby grants Assignor and its Affiliates (as defined below), an irrevocable, perpetual, non-transferable, non-sublicensable, worldwide, perpetual license and immunity from suit under all claims in any patent, patent application and patent issuing therefrom, in the Patents. Assignee shall not sell, transfer, assign, or in any way convey any patent, application or any patent issuing therefrom in the Patents to any third party without said third party also assuming the respective rights and obligations of this Agreement. If Assignee decides to abandon or not pursue prosecution of any of the Patents, Assignee, in its sole discretion, may provide Assignor with a written offer to transfer to Licensee such Licensed Patents prior to such abandonment or failure to prosecute on terms similar to those in this Agreement. Affiliates means any company which, either directly or indirectly, controls or is controlled by Lubrizol, or is directly or indirectly controlled by Lubrizol ("Controlled Party"), as well as any person or organization that purchases or otherwise obtains directly or indirectly from Lubrizol or a Controlled Party any of the chemistry disclosed, claimed in, or equivalent to the chemistry disclosed or claimed in Patents, for the sale, use, distribution, supply, or production thereof.

3. Definitions. Unless otherwise defined herein, terms capitalized and used herein will be defined as they are defined in the Acquisition Agreement.

4. Governing Law. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas without regard to choice of law principles.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

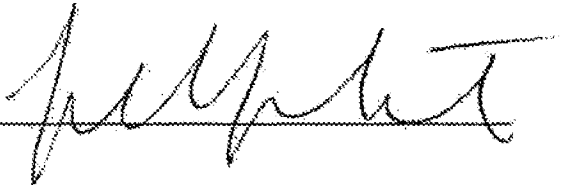
6. Amendments. This Assignment shall not be amended, modified, or supplemented except by a written instrument signed by an authorized representative of each of the Parties hereto.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

LZ# 47936-A-2

IN WITNESS WHEREOF, the Parties hereto have caused this ASSIGNMENT to be executed as of the date first set forth above.


The Lubrizol Corporation (ASSIGNOR)

By: 

Print Name: Teresan W. Gilbert

Title: Chief Intellectual Property Counsel

Subscribed and sworn to before me this 15th day of April, 2019

By: 

Notary Public

Print Name: _____



DAWN A. BROWN
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Cuyahoga County
My Comm. Exp. 11/27/2022

SEAL

LZ# 47936-A-2

ACCEPTED:


Weatherford Technology Holdings, LLC (ASSIGNEE)

By: 

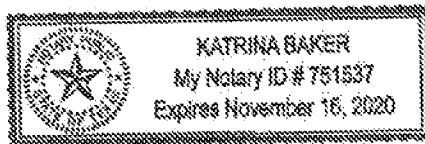
Print Name: WILLIAM H. IMWALLE

Title: VICE PRESIDENT

Subscribed and sworn to before me this 23rd day of April 2019

By: 

Notary Public



Print Name: _____

SEAL

SCHEDULE I

| LZ Family Docket | WFT Family Docket | Country | Patent/Pub/Application No. | Status | Title |
|------------------|-------------------|---------|----------------------------|---------|---|
| [REDACTED] | | | | | |
| 4373 | 5914 | US | 14/506,137 | Pending | Reusable High Performance Water Based Drilling Fluids |
| [REDACTED] | | | | | |