

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6444781

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BJ SERVICES, LLC	08/28/2020
RECEIVING PARTY DATA	
Name:	BJ ENERGY SOLUTIONS, LLC
Street Address:	700 LOUISIANA STREET, SUITE 2700
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77002
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	17118790
Application Number:	17022972
CORRESPONDENCE DATA	
Fax Number:	
<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:	jennifer.baker@wbd-us.com
Correspondent Name:	WOMBLE BOND DICKINSON (US) LLP
Address Line 1:	811 MAIN STREET, SUITE 3130
Address Line 4:	HOUSTON, TEXAS 77002
ATTORNEY DOCKET NUMBER:	5B 5C
NAME OF SUBMITTER:	JEFFREY S. WHITTLE
SIGNATURE:	/Jeffrey S. Whittle/
DATE SIGNED:	12/11/2020
Total Attachments: 13	
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IP ASSIGNMENT AGREEMENT

This IP ASSIGNMENT AGREEMENT (this “Agreement”) is executed as of August 28, 2020, by and among BJ Energy Solutions, LLC, a Delaware limited liability company formerly known as TES Asset Acquisition, LLC (“Assignee”), BJ Services, LLC, a Delaware limited liability company (the “Company”), and BJ Services Holdings Canada ULC, a British Columbia unlimited liability company (“BJC” and together with the Company, each an “Assignor” and collectively “Assignors”). Assignors and Assignee may be referred to herein, individually, as a “Party” and, collectively, as the “Parties.”

WHEREAS, this Agreement is being delivered in connection with the Closing of the transactions contemplated by that certain Asset Purchase Agreement, dated as of July 24, 2020, by and among the Company, BJC and Assignee (the “Purchase Agreement”);

WHEREAS, pursuant to the Purchase Agreement, Assignors have agreed to sell, transfer, assign and convey to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignors, all of Assignors’ right, title and interest in, to and under certain intellectual property included in the Purchased Assets;

WHEREAS, Assignee is a successor to that part of the Assignors’ business to which the Marks (as defined below) pertain, and that business is ongoing and existing;

WHEREAS, this Agreement, as duly executed by Assignors and Assignee, is being delivered as of the date hereof by each Party to the other Parties effective as of the Closing.

NOW, THEREFORE, in consideration of the foregoing, the consideration set forth in the Purchase Agreement, and the covenants and agreements herein contained and intending to be legally bound hereby, Assignors and Assignee do hereby agree as follows:

I.

ASSIGNMENT OF INTELLECTUAL PROPERTY

1.1. Definitions. Capitalized terms used but not defined in this Agreement have the meanings given to such terms in the Purchase Agreement.

1.2. Assignment. Each Assignor hereby sells, transfers, sets over and assigns to Assignee all of Assignor’s right, title and interest in, to and under the: (a) patents and patent applications listed in Schedule A, including all provisionals, divisionals, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of any of the foregoing and all rights to claim priority of any of the foregoing; (b) trademark registrations and trademark applications listed in Schedule B, renewals and extensions thereof, all common law rights therein and rights to claim priority and use based on such common law rights and use of the Trademarks (the “Marks”), together with any common law rights and all of the goodwill of the business symbolized therewith, (c) all intellectual property rights included in the Specified Assets and (d) all rights to sue and collect damages for past, present or future infringement of misappropriation of any of the foregoing (collectively, the “Assigned IP”). The Parties acknowledge and agree that the Marks with U.S. Trademark Application numbers of 88/977,897, 88/977,898, 88/977,899 and

88/977,900 are, pursuant to the Purchaser Agreement, being transferred together with the ongoing and existing business of Assignors to which such Marks relate.

1.3. Recordation. Each Assignor hereby authorizes Assignee to file this Agreement at the United States Patent & Trademark Office, the United States Copyright Office, and their respective counterparts in any applicable jurisdiction in the world.

1.4. Excluded Assets. Each Assignor reserves and excludes all of such Assignor's rights, titles and interests in, to and under the Excluded Assets, as provided in the Purchase Agreement. Without limiting the foregoing, each Assignor does not hereby sell, transfer, assign and convey to Assignee any right, title or interest in any assets, properties and rights of such Assignor that are not Purchased Assets.

1.5. Further Assurances. Each Assignor shall execute any assignments or other documents and take any actions reasonably requested by Assignee to confirm, perfect, record, register, protect or enforce Assignee's rights in the Assigned IP or carry out the intent of this Agreement.

II.

MISCELLANEOUS

2.1. Purchase Agreement. This Agreement is expressly made subject to the terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement (including the schedules hereto), the terms of the Purchase Agreement shall control.

2.2. Successors and Assigns. The provisions of this Agreement shall bind and inure to the benefit of Assignors and Assignee and their respective successors and permitted assigns.

2.3. Amendment and Waiver. Any provision of this Agreement may be (a) amended only in a writing signed by each Assignor and Assignee or (b) waived only in a writing executed by the Person against whom enforcement of such waiver is sought. No waiver of any provision hereunder or any breach or default hereof will extend to or affect in any way any other provision or prior or subsequent breach or default.

2.4. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is found to be contrary to Law or unenforceable by a court of competent jurisdiction, then the remaining provisions shall be severable and enforceable in accordance with their terms, unless such unlawful or unenforceable provision is material to the transactions contemplated hereby, in which case the Parties shall negotiate in good faith a substitute provision.

2.5. Governing Law; Consent to Jurisdiction and Venue; Jury Trial Waiver.

(a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to its conflict of laws principles, save and except that the CCAA shall apply with respect to the application to the Canadian Court for the Sale

Recognition Order. Subject to the foregoing, the Parties agree that any litigation arising hereunder shall be filed in and resolved exclusively in the Bankruptcy Court or, if the Bankruptcy Court is unwilling or unable to hear such litigation, in the federal or state courts located in Harris County, Texas, United States of America. Each Party hereby irrevocably consents to the personal jurisdiction of such courts and agrees that venue shall be exclusive with such courts.

(b) Each of the Parties further irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 7.8 of the Purchase Agreement. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, THE DOCUMENTS AND AGREEMENTS CONTEMPLATED HEREBY AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION BASED ON, ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY DOCUMENT OR AGREEMENT CONTEMPLATED HEREBY OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY. EACH OF THE PARTIES AGREES AND CONSENTS THAT ANY SUCH ACTION WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE IRREVOCABLE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY (I) CERTIFIES THAT NO ADVISOR OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 2.5(c).

2.6. Captions. The captions and article and section numbers in this Agreement are for convenience only and do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. References in this Agreement to articles and sections are to articles and sections of this Agreement unless otherwise specified.

2.7. Counterparts and PDF. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one Party but all of which taken together shall constitute one and the same Agreement. At the request of any Party, each other Party will re-execute original forms of this Agreement and deliver them to all other Parties.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written, to be effective as of the Closing Date.

ASSIGNORS:

BJ SERVICES, LLC

By: 

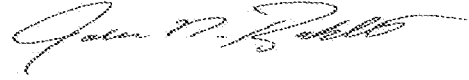
Name: Anthony C. Schnur

Title: Chief Restructuring Officer

[Signature page to IP Assignment Agreement]

PATENT
REEL: 053667 FRAME: 0330

**BJ SERVICES HOLDINGS CANADA
ULC**



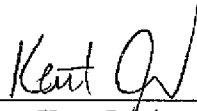
By: _____

Name: John R. Bakht

Title: Vice President & Secretary

ASSIGNEE:

BJ ENERGY SOLUTIONS, LLC

By: 
Name: Kent Jamison
Title: Vice President

[Signature page to IP Assignment Agreement]

PATENT
REEL: 053667 FRAME: 0346

Schedule A - Patents

(See attached.)

Schedule A
Patents

Serial Number	Country	Prov / Non- Prov	Title	Summary	Filing Date	Patent Number	Grant Date	Expiry date	Status	Excluded IP Right?
2999968	Canada		Pump Integrity Detection, Monitoring and Alarm Generation	Monitoring the operation of frac pumps and generating wear/failure alarms.	3/26/2018				Pending Published	
3010939	Canada		Baffle System for Flowing Particulates into a Frac Fluid Blender	Baffle system for introducing solid particulates into mixing tub of a blender unit.	7/10/2018				Pending Published	
3010947	Canada		Valve Body for Frac Pumps	Valve bodies having an elastomer seal positioned radially inward of metal valve seal.	7/10/2018				Pending Published	
16/946,079	United States	Non-Prov.			6/5/2020				Pending	Yes
62/899,971	United States	Provisional			9/13/2019				Pending	Yes
13/568,468	United States	Non-Prov.	Apparatus and Methods for Assisting in Controlling the Discharge of Material onto a Conveyor from a Dispenser		8/7/2012	9038865	5/26/2015	8/7/2032	Issued	
13/740,835	United States	Non-Prov.	Apparatus and Methods for Assisting in Controlling Material Discharged from a Conveyor		1/14/2013	9260253	2/16/2016	11/25/2032	Issued	
13/787,378	United States	Non-Prov.	Fracturing Pump Assembly and Method Thereof	Fluid end having primary and secondary hydraulic intensifiers driven by an electric motor.	3/6/2013	9322397	4/26/2016	3/1/2034	Issued	
13/868,526	United States	Non-Prov.	Apparatus and Methods for Providing Blended Natural Gas to at Least One Engine	Monitoring/controlling natural gas and methane flow lines to supply a blended hydrocarbon gas to an engine.	4/23/2013	9133779	9/15/2015	5/30/2033	Issued	
13/948,483	United States	Non-Prov.	Apparatus and Methods for Delivering a High Volume of Fluid into an Underground Well Bore from a Mobile Pumping Unit	Single electric motor drives two frac pumps through flex couplings to the pumps.	7/23/2013	9395049	7/19/2016	3/8/2034	Issued	
14/039,980	United States	Non-Prov.	Apparatus and Methods for Measuring and or		9/27/2013	9285260	3/15/2016	1/12/2033	Issued	

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			Adjusting the Height of Material in the Bin of a Hopper Assembly	Electric control using fixed phase and frequency.	4/16/2014	9945365	4/17/2018	8/6/2036	Issued	Yes
14/254,057	United States	Non-Prov.	Fixed Frequency High-Pressure High Reliability Pump Drive	Controlling electric motors based on desired fluid flow rate	6/6/2014	10008880	6/26/2018	1/26/2037	Issued	
14/298,216	United States	Non-Prov.	Modular Hybrid Low Emissions Power for Hydrocarbon Extraction	Monitoring fluid pressure and vibration to detect cavitation.	8/12/2014	9410546	8/9/2016	2/14/2035	Issued	
14/458,068	United States	Non-Prov.	Reciprocating Pump Cavitation Detection and Avoidance							
14/567,332	United States	Non-Prov.	Use of Long Chain Amines and Difunctional Compounds as Tracers		12/11/2014	9297252	3/29/2016	6/27/2034	Issued	
14/601,711	United States	Non-Prov.	Method and System for Automatically Adjusting one or More Operational Parameters in a Borehole	System for monitoring frac jobs by comparing real-time data to historical data.	1/21/2015	10036233	7/31/2018	11/1/2035	Issued	
14/661,397	United States	Non-Prov.	Well Screen-Out Prediction and Prevention	System for monitoring frac jobs by comparing real-time data to historical data.	3/18/2015	9803467	10/31/2017	5/10/2036	Issued	
14/871,641	United States	Non-Prov.	Pump Integrity Detection, Monitoring and Alarm Generation	Monitoring valve wear conditions based on pump cycles.	9/30/2015	10317875	6/11/2019	12/15/2036	Issued	
15/149,957	United States	Non-Prov.	Identifying a Component Used in a Well Operation Using a Leaky Coaxial Antenna	Using a leaky coaxial antenna to identify well components at risk for failure.	5/9/2016				Pending Published	
62/704,567	United States	Provisional			5/15/2020				Pending	Yes
62/899,957	United States	Provisional			9/13/2019				Pending	Yes
62/704,565	United States	Provisional			5/15/2020				Pending	Yes
62/900,291	United States	Provisional			9/13/2019				Pending	Yes
15/929,768	United States	Non-Prov.			5/21/2020				Pending	Yes
62/704,395	United States	Provisional			5/8/2020				Pending	Yes
62/899,966	United States	Provisional			9/13/2019				Pending	Yes
16/026,236	United States	Non-Prov.	Fluid End for Frac Pump	Various improvements in the valve, block, packing, and damper of fluid ends - valve bodies having an elastomer seal positioned radially inward of metal valve seat elected.	7/3/2018				Pending Published	
16/026,254	United States	Non-Prov.	Blender for Frac Fluids	Various improvements in the drive train, fluid density measurement, manifold banks, vortex	7/3/2018				Pending Published	

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16/111,407	United States	Non-Prov.	Far Field Diverter Material	breakers and cooling systems for blender units. Diverter mat'l for slickwater fluids having disssolvable particles and proppant.	8/24/2018				Pending Published	Yes
15/929,708	United States	Non-Prov.			5/18/2020				Pending	Yes
15/929,710	United States	Non-Prov.			5/18/2020				Pending	Yes
62/704,401	United States	Provisional			5/8/2020				Pending	Yes
62/900,100	United States	Provisional			9/13/2019				Pending	Yes
62/900,112	United States	Provisional			9/13/2019				Pending	Yes
16/946,082	United States	Non-Prov.			6/5/2020				Pending	Yes
62/899,951	United States	Provisional			9/13/2019				Pending	Yes
16/227,987	United States	Non-Prov.	Devices and Related Methods for Hydraulic Fracturing		12/20/2018				Published	Yes
62/704,560	United States	Provisional			5/15/2020				Pending	Yes
62/899,963	United States	Provisional			9/13/2019				Pending	Yes
15/929,924	United States	Non-Prov.			5/29/2020				Pending	Yes
62/705,055	United States	Provisional			6/9/2020				Pending	Yes
62/899,975	United States	Provisional			9/13/2019				Pending	Yes
16/745,724	United States	Reissue	Modular Hybrid Low Emissions Power for Hydrocarbon Extraction	Controlling electric motors based on desired fluid flow rate	1/17/2020					
16/850,787	United States	Reissue	Fixed-Frequency High-Pressure High Reliability Pump Drive	Electric control using fixed phase and frequency.	4/16/2020					
62/705,358	United States	Provisional			6/23/2020				Pending	Yes
15/929,652	United States	Non-Prov.			5/14/2020				Pending	Yes
62/704,462	United States	Provisional			5/12/2020				Pending	Yes
62/704,476	United States	Provisional			5/12/2020				Pending	Yes
62/705,334	United States	Provisional			6/22/2020				Pending	Yes
15/929,770	United States	Non-Prov.			5/21/2020				Pending	Yes
62/704,539	United States	Provisional			5/14/2020				Pending	Yes
16/946,291	United States	Non-Prov.			6/15/2020				Pending	Yes
62/704,774	United States	Provisional			5/28/2020				Pending	Yes
62/704,987	United States	Provisional			6/5/2020				Pending	Yes
62/705,188	United States	Provisional			6/15/2020				Pending	Yes
16/946,171	United States	Non-Prov.			6/9/2020				Pending	Yes
62/704,981	United States	Provisional			6/5/2020				Pending	Yes
62/705,042	United States	Provisional			6/9/2020				Pending	Yes
15/929,715	United States	Non-Prov.			5/18/2020				Pending	Yes
62/704,556	United States	Provisional			5/15/2020				Pending	Yes
62/705,328	United States	Provisional			6/22/2020				Pending	Yes
62/705,354	United States	Provisional			6/23/2020				Pending	Yes
62/705,369	United States	Provisional			6/24/2020				Pending	Yes
62/705,357	United States	Provisional			6/23/2020				Pending	Yes
62/705,376	United States	Provisional			6/24/2020				Pending	Yes

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62/705,332	United States	Provisional			6/22/2020				Pending	Yes
62/705,356	United States	Provisional			6/23/2020				Pending	Yes
62/705,375	United States	Provisional			6/24/2020				Pending	Yes
16/946,172	United States	Non-Prov.			6/9/2020				Pending	Yes
62/705,050	United States	Provisional			6/9/2020				Pending	Yes
62/705,850	United States				7/17/2020				Pending	Yes

PATENT

REEL: 054664 FRAME: 0326

Schedule B - Trademarks

(See attached.)

Schedule B
Trademarks

Item	Description
Trademark	U.S. Application No. 88/977,897 filed December 10, 2019 Awarded July 14, 2020
Trademark	U.S. Application No. 88/977,898 filed December 10, 2019 Awarded July 14, 2020
Trademark	U.S. Application No. 88/977,899 filed December 10, 2019 Awarded July 14, 2020
Trademark	U.S. Application No. 88/977,900 filed December 10, 2019 Awarded July 14, 2020

All trademarks (whether registered or unregistered) owned by Sellers and incorporating the name BJ, BJ Services or variations thereof (the "BJ Services Marks").