

| |
|--------------------------------------|
| PATENT ASSIGNMENT COVER SHEET |
|--------------------------------------|

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7823800

| | |
|---|----------------------------------|
| 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: 1 | |
| Property Type | Number |
| Application Number: | 18116383 |
| 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: | 9 |
| NAME OF SUBMITTER: | JEFFREY WHITTLE |
| SIGNATURE: | /Jeffrey Whittle/ |
| DATE SIGNED: | 03/02/2023 |
| Total Attachments: 13 | |
| source=Assignment2#page1.tif | |
| source=Assignment2#page2.tif | |
| source=Assignment2#page3.tif | |
| source=Assignment2#page4.tif | |
| source=Assignment2#page5.tif | |
| source=Assignment2#page6.tif | |
| source=Assignment2#page7.tif | |

source=Assignment2#page8.tif
source=Assignment2#page9.tif
source=Assignment2#page10.tif
source=Assignment2#page11.tif
source=Assignment2#page12.tif
source=Assignment2#page13.tif

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: 

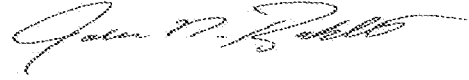
Name: Anthony C. Schnur

Title: Chief Restructuring Officer

[Signature page to IP Assignment Agreement]

PATENT
REEL: 062852 FRAME: 0680

**BJ SERVICES HOLDINGS CANADA
ULC**



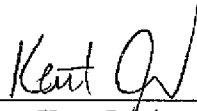
By: _____

Name: John R. Bakht

Title: Vice President & Secretary

ASSIGNEE:

BJ ENERGY SOLUTIONS, LLC

By: 
Name: Kent Jamison
Title: Vice President

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 | |

PATENT

| | | | | | | | | | | |
|------------|---------------|-------------|--|---|------------|----------|------------|------------|-------------------|-----|
| | | | 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 | |

PATENT

REEL: 062852 FRAME: 0685

| | | | | | | | | | | |
|------------|---------------|-------------|---|--|------------|--|--|--|-------------------|-----|
| 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 |

PATENT

REEL: 062852 FRAME: 0686

| | | | | | | | | | | |
|------------|---------------|-------------|--|--|-----------|--|--|--|---------|-----|
| 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 |

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").