PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8317102

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
CHAMPIONX USA INC.	11/14/2023

RECEIVING PARTY DATA

Name:	CHAMPIONX LLC	
Street Address:	11177 SOUTH STADIUM DRIVE	
City:	SUGAR LAND	
State/Country:	TEXAS	
Postal Code:	77478	

PROPERTY NUMBERS Total: 36

Property Type	Number
Application Number:	13753011
Application Number:	11940777
Application Number:	12565433
Application Number:	13798572
Application Number:	13291665
Application Number:	13874591
Application Number:	13326910
Application Number:	13804950
Application Number:	14197870
Application Number:	14197853
Application Number:	16193066
Application Number:	16692990
Application Number:	13875061
Application Number:	15490120
Application Number:	16358445
Application Number:	15135088
Application Number:	15293688
Application Number:	16747665
Application Number:	14608845
Application Number:	17203465

PATENT REEL: 065799 FRAME: 0403

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Property Type	Number
Application Number:	17569227
Application Number:	17557611
Application Number:	17974374
Application Number:	63509876
Application Number:	18165709
Application Number:	63498883
Application Number:	63585328
Application Number:	18323662
Application Number:	63519414
Application Number:	63586827
Application Number:	18343269
Application Number:	18262005
Application Number:	18447746
Application Number:	18452245
Application Number:	18468985
Application Number:	63597252

CORRESPONDENCE DATA

Fax Number: (801)817-9811

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.

Phone: 8018079810

Email: kpenovich@btlaw.com

Correspondent Name: BARNES & THORNBURG LLP Address Line 1: 299 SOUTH MAIN STREET

Address Line 2: SUITE 1825

Address Line 4: SALT LAKE CITY, UTAH 84111-2571

ATTORNEY DOCKET NUMBER:	84071-100
NAME OF SUBMITTER:	ERIC D. BABYCH
SIGNATURE:	/ERIC D. BABYCH/
DATE SIGNED:	12/07/2023

Total Attachments: 5

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PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Assignment"), effective as of June 30, 2023 (the "Effective Date"), is by and between ChampionX USA Inc., a Delaware corporation ("Assignor") and ChampionX LLC, a Delaware limited liability company ("Assignee"), (each a "Party" and collectively, the "Parties").

WHEREAS, Assignor has agreed to assign, transfer, and convey to Assignee all of Assignor's right, title, and interest in the patents and patent applications set forth on <u>Schedule A</u> hereto (the "<u>Assigned Patents</u>).

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained in this Assignment, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. <u>Conveyance</u>. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Assigned Patents, together with any and all (a) related continuations, continuations-in-part, divisionals, reissues, reexaminations, substitutions, extensions, and foreign equivalents thereof and (b) priority rights derived from any of the Assigned Patents, or the items described in the foregoing subsection (a), by virtue of the International Convention for the Protection of Industrial Property and any other rights provided under applicable treaties or conventions, including rights in any and all provisional applications, together with all rights and remedies against past, present, and future infringement, misappropriation, or other violation thereof, including the right to enforce the foregoing and to sue for and recover profits and damages for any and all infringements, misappropriations, or other violations thereof, whether past, present or future, to the full end of the term or terms for which said patents may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor without this assignment.
- 2. <u>Recordation: Further Assurances.</u> Assignor and Assignee shall each take any and all additional actions as may be reasonably necessary to effect the transactions contemplated hereby, including Assignor's execution of individual assignment documentation prepared by Assignee at Assignee's expense for filing with the authorities of each individual jurisdiction. Assignor and Assignee authorize and request that the United States Patent and Trademark Office and the corresponding entities or agencies in any applicable foreign jurisdictions, record Assignee as the assignee and owner of the Assigned Patents set forth on Schedule A and issue the patents from any pending applications included in the Assigned Patents to Assignee upon issuance or registration.
- 3. <u>Successors and Assigns</u>. The provisions of this Assignment and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted transferees and assigns.
- 4. <u>Counterparts</u>. This Assignment may be executed in more than one counterpart, all of which shall be considered one and the same agreement and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to each of the Parties.

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- 5. <u>Title and Headings</u>. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Assignment.
- 6. <u>Governing Law.</u> This Assignment and any dispute arising out of, in connection with or relating to this Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the date first written above.

ASSIGNOR:

ChampionX USA Inc.

Name:

Title: USVP, General Course

STATE OF COUNTY OF

On this Hay of Nolly 2023 before me

Personally appeared //////, proved to me on the basis of satisfactory evidence to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of 1000 that the foregoing paragraph is true and correct.

XIMBERLY ANN PRETMER
Notary ID #7817080
My Commission Expires
July 6, 2026

WITNES my hand and official seal.

Signature of Notary Public

Acknowledged and Accepted:

ASSIGNEE:

ChampionX LLC

Name JU

Title: SVP, General Counsel

STATE OF COUNTY OF

On this day of 000 000 000 before me

I certify under PENALTY OF PERJURY under the laws of the State of that the foregoing paragraph is true and correct.

WITNESS way hand and official seal.

KIMBERLY ANN FRETHER
NOTARY ID #7817080
My Commission Expires
July 6, 2026

Signature of Notary Public

SCHEDULE A

- U.S. Nonprovisional Application 11/940,777, filed November 15, 2007.
- U.S. Nonprovisional Application 12/565,433, filed September 23, 2009.
- U.S. Nonprovisional Application 13/291,665, filed November 8, 2011.
- U.S. Nonprovisional Application 13/326,910, filed December 15, 2011.
- U.S. Nonprovisional Application 13/753,011, filed January 29, 2013.
- U.S. Nonprovisional Application 13/798,572, filed March 13, 2013.
- U.S. Nonprovisional Application 13/804,950, filed March 14, 2013.
- U.S. Nonprovisional Application 13/874,591, filed May 1, 2013.
- U.S. Nonprovisional Application 13/875,061, filed May 1, 2013.
- U.S. Nonprovisional Application 14/197,853, filed March 5, 2014.
- U.S. Nonprovisional Application 14/197,870, filed March 5, 2014.
- U.S. Nonprovisional Application 14/608,845, filed January 29, 2015.
- U.S. Nonprovisional Application 15/135,088, filed April 21, 2016.
- U.S. Nonprovisional Application 15/293,688, filed October 14, 2016.
- U.S. Nonprovisional Application 15/490,120, filed April 18, 2017.
- U.S. Nonprovisional Application 16/193,066, filed November 16, 2018.
- U.S. Nonprovisional Application 16/358,445, filed March 19, 2019.
- U.S. Nonprovisional Application 16/692,990, filed November 22, 2019.
- U.S. Nonprovisional Application 16/747,665, filed January 21, 2020.
- U.S. Nonprovisional Application 17/203,465, filed March 16, 2021.
- U.S. Nonprovisional Application 17/557,611, filed December 21, 2021.
- U.S. Nonprovisional Application 17/569,227, filed January 5, 2022.

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- U.S. Nonprovisional Application 17/974,374, filed October 26, 2022.
- U.S. Nonprovisional Application 18/165,709, filed February 7, 2023.
- U.S. Nonprovisional Application 18/262,005, filed July 18, 2023.
- U.S. Nonprovisional Application 18/323,662, filed May 25, 2023.
- U.S. Nonprovisional Application 18/343,269, filed June 28, 2023.
- U.S. Nonprovisional Application 18/447,746, filed August 10, 2023.
- U.S. Nonprovisional Application 18/452,245, filed August 18, 2023.
- U.S. Nonprovisional Application 18/468,985, filed September 18, 2023.
- U.S. Provisional Application 63/498,883, filed April 28, 2023.
- U.S. Provisional Application 63/509,876, filed June 23, 2023.
- U.S. Provisional Application 63/519,414, filed August 14, 2023.
- U.S. Provisional Application 63/585,328, filed September 26, 2023.
- U.S. Provisional Application 63/586,827, filed September 29, 2023.
- U.S. Provisional Application 63/597,252, filed November 8, 2023.