

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI214022

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Employee Confidentiality and Intellectual Property Agreement		
CONVEYING PARTY DATA			
Name			Execution Date
FRANKLIN MCLAUGHLIN			10/31/2022
RECEIVING PARTY DATA			
Company Name:	BLACK DIAMOND OILFIELD RENTALS LLC		
Street Address:	15425 N. FREEWAY		
Internal Address:	SUITE 230		
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77090		
PROPERTY NUMBERS Total: 1			
Property Type	Number		
Application Number:	18367870		
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	7136502455		
Email:	cquijada@winstead.com,patdocket@winstead.com		
Correspondent Name:	WINSTEAD PC		
Address Line 1:	2728 N. Harwood		
Address Line 2:	Suite 500		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	54942-P004US(10)		
NAME OF SUBMITTER:	Carol Quijada		
SIGNATURE:	Carol Quijada		
DATE SIGNED:	05/06/2024		
Total Attachments: 8			
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EMPLOYEE CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENT

This Employee Confidentiality and Intellectual Property Agreement (this “*Agreement*”), is made and entered into as of 10/31/2022, by and between Black Diamond Oilfield Rentals LLC, a Delaware limited liability company (“*Company*”), and the undersigned employee of the Company (“*Employee*”).

WHEREAS, Company or one of its Affiliates, as applicable (“*Employer*”), employs or has agreed to employ Employee;

WHEREAS, Company desires that certain information relating to Company and its Affiliates (collectively, the “*Covered Parties*”), be preserved and maintained in the strictest confidence by Employee; and

WHEREAS, Company desires that the intellectual property of the Covered Parties be preserved for the exclusive benefit of the Covered Parties.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Employee agree as follows:

1. Definitions and Interpretations.

1.1 Defined Terms. For purposes of this Agreement, the following terms are defined as follows:

(a) “*Affiliate*” of any Person means any Person that directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such Person;

(b) “*Confidential Information*” means any and all confidential or proprietary information relating to any of the Covered Parties or any of their respective businesses, investments, investors, other owners or other activities including any information, data, records, plans, ideas, concepts and matters relating to clients, customers, employees, independent contractors, suppliers or vendors, agreements and contracts, financial information, projections and business prospects, business records, intellectual property rights, marketing and sales plans, pricing and other business strategies (whether or not implemented), research and development plans or projects, computer materials such as programs, instructions and printouts, software (including any source codes, object codes, algorithms and other engineering information), formulas, business improvements and processes and other information, proprietary matters and confidential or non-public information (*provided*, that, the term Confidential Information shall not include any such information that Employee establishes by clear and convincing evidence (i) was generally available to the public on the date hereof, or (ii) becomes generally available to the public after the date hereof other than as a result of a breach of this Agreement by Employee).

(c) “**Control**”, “**Controlled**” and “**Controlling**” mean the possession, directly or indirectly (through one or more intermediaries), of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities of every kind and nature, including stock, notes, bonds, evidences of indebtedness, options to acquire any of the foregoing, and other business interest of every type, including interests in any entity (or other ownership interests), by contract (which shall include an investment management or advisory contract), voting trust or otherwise.

(d) “**Intellectual Property**” means any and all rights in and to any intellectual property or proprietary rights of any kind or nature, including all copyrights, trade secrets and rights in confidential information (including Confidential Information), trademarks and service marks (and related goodwill), patents and rights of publicity and rights to personal information arising in any jurisdiction throughout the world and all related rights of priority under international conventions with respect thereto, including all pending and future applications and registrations therefor, and continuations, divisions, continuations-in-part, reissues, extensions and renewals thereof.

(e) “**Person**” means any individual or any entity and, where the context so permits, the legal representatives, successors in interest and permitted assigns of such Person.

(f) “**Work Product**” means all of the following (and all Intellectual Property rights therein): all ideas, inventions, discoveries, improvements, trade secrets, data, software, systems, specifications, system architectures, documentation, algorithms, flow charts, logic diagrams, source code, methods, processes, and other information, including works-in-progress, whether or not subject to statutory protection, and whether or not reduced to practice, which are conceived, created, authored, developed, or reduced to practice in whole or in part by Employee, during Employee’s employment with Employer, either alone or jointly with others, whether on the premises of Employer or elsewhere, and whether accomplished during normal working hours or at any other time, that relates to the actual or anticipated business, activities or research of Company or any of its Affiliates.

1.2 Interpretations. In this Agreement, unless the context clearly indicates otherwise:

(a) words used in the singular include the plural and words used in the plural include the singular;

(b) if a word or phrase is defined in this Agreement, its other grammatical forms, as used in this Agreement, shall have a corresponding meaning;

(c) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; and

(d) relative to the determination of any period of time, “from” means “from and including,” “to” means “to but excluding” and “through” means “through and including.”

2. Acknowledgments and Representations of Employee.

2.1 Acknowledgment. Employee acknowledges that (a) by virtue of Employee's employment with Employer, Employee will be provided and have access to Confidential Information; (b) Confidential Information is of vital importance to the success of the Covered Parties' respective businesses; and (c) the disclosure or improper use of any Confidential Information would place the Covered Parties at a serious competitive disadvantage and would do serious damage, financial and otherwise, to the Covered Parties.

2.2 Representations and Acceptance. By signing this Agreement, Employee represents and warrants to Company that (a) the execution, delivery and performance of this Agreement by Employee does not and will not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which Employee is a party or by which Employee is bound, (b) Employee is not a party to or bound by any employment agreement or confidentiality agreement with any other person or entity that would interfere with the execution, delivery or performance of this Agreement by Employee and (c) this Agreement will be the valid and binding obligation of Employee, enforceable against Employee in accordance with its terms. Employee shall defend, indemnify and hold harmless Company from and against any and all liabilities, claims, actions, and/or suits in connection with or arising out of allegations that Employee has violated any obligation to any prior employer or any of the foregoing representations.

2.3 Non-Disclosure. Except as and to the extent required by law (and in such circumstances subject to the provisions hereof), Employee agrees not disclose to anyone, other than Employee's immediate family and legal or financial advisors, the existence or contents of this Agreement.

3. Restrictions on Employee.

3.1 Confidentiality.

(a) Employee agrees:

(i) to treat all Confidential Information as strictly confidential and to maintain the privacy of the Confidential Information; and

(ii) not to disclose Confidential Information to any Person and not to access or use any Confidential Information, in each case, except as required in the performance of the Employee's authorized employment duties or with Company's prior written consent or as otherwise expressly permitted by this Agreement.

(b) Employee shall notify Company immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement and will cooperate with Company in every reasonable way to assist Company to regain possession of the Confidential Information and prevent its further unauthorized use or dissemination.

(c) Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law, regulation, or court order. Employee shall provide written notice of any such order to an authorized officer of Company immediately after receipt in order to permit Company to contest the order or seek confidentiality protections, as determined in Company's sole discretion, and Employee shall cooperate with Company in connection therewith.

(d) Employee understands and acknowledges that Employee's obligations under this Agreement with regard to Confidential Information shall commence immediately upon the Employee first having access to such Confidential Information (whether before or after Employee began employment with Employer) and shall continue during and after the Employee's employment with Employer until such time as such Confidential Information has become public knowledge other than as a result of Employee's breach of this Agreement.

(e) Upon the termination of Employee's employment with Employer (for whatever reason), or at any time upon Employer's request, Employee shall immediately return to Employer all Confidential Information and all copies thereof obtained by Employee or otherwise in Employee's possession, as well as any and all Employer property in Employee's possession, including without limitation, mailing lists, reports, files, memoranda, records, computer hardware, software, credit cards, door and file keys, computer access codes or disks and instructional manuals, and other physical or personal property which Employee received or prepared or helped prepare in connection with Employee's employment with Employer. Except in connection with Employee's employment with Employer, Employee agrees that Employee will not make or retain copies or excerpts of such property or material.

(f) Employee acknowledges that Company and its Affiliates have received and in the future will receive confidential or proprietary information from third parties subject to confidentiality agreements imposing a duty on Company and its Affiliates to maintain the confidentiality of such third party confidential information and to use it only for certain limited purposes. Employee agree to hold all such third party confidential information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out Employee's work for Employer consistent with the confidentiality agreement with such third party.

(g) Employee will be immune from liability under state and federal trade secret laws if Employee discloses Confidential Information rising to the level of a trade secret (i) in confidence to a government official or attorney for the purpose of reporting or investigating a suspected violation of law; (ii) in a complaint or other document filed in a lawsuit or other proceeding, as long as such filing is made under seal; or (iii) to an attorney representing Employee in a claim for retaliation for reporting suspected violations of law.

3.2 Intellectual Property.

(a) Employee acknowledges that it is foreseeable that he/she may invent or otherwise create Work Product within the scope of the Employee's duties while employed by Employer. Employee agrees and acknowledges that Employer shall own all right, title and interest in all Work Product. Employee acknowledges that, by reason of being employed by Employer at

the relevant times, to the extent permitted by law, all of the Work Product consisting of copyrightable subject matter is "work made for hire" as defined in 17 U.S.C. § 101 and such copyrights are therefore owned by Employer. To the extent that the foregoing does not apply, Employee hereby irrevocably assigns to Employer, for no additional consideration, Employee's entire right, title and interest in and to all Work Product and Intellectual Property rights therein, including the right to sue, counterclaim and recover for all past, present and future infringement, misappropriation or dilution thereof, and all rights corresponding thereto throughout the world. Nothing contained in this Agreement shall be construed to reduce or limit Employer's rights, title or interest in any Work Product or Intellectual Property rights therein so as to be less in any respect than Employer would have had in the absence of this Agreement. Employee hereby expressly waives any moral rights or similar rights Employee may have in any Work Product.

(b) Employee agrees to cooperate with Company, whether before or after termination of employment, without additional compensation, in perfecting, registering, maintaining, defending, and enforcing, in any jurisdiction, Employer's right, title and interest in the Work Product by performing promptly all acts and executing all documents reasonably deemed necessary by Employer. Employee hereby irrevocably grants Company power of attorney to execute and deliver any such documents on the Employee's behalf in his/her name and to do all other lawfully permitted acts to transfer the Work Product to the Company and further the transfer, issuance, prosecution and maintenance of all Intellectual Property rights therein, to the full extent permitted by law, if Employee does not promptly cooperate with Company's request (without limiting the rights Company shall have in such circumstances by operation of law). The power of attorney is coupled with an interest and shall not be effected by the Employee's subsequent incapacity.

4. Non-Disparagement.

Employee agrees that Employee shall not, at any time, make, or cause to be made, any statement or communicate any information (whether oral or written) that disparages or reflects negatively on Employer or its products, services or employees; provided, however, that this paragraph shall not prohibit Employee from making any truthful statements that are required by applicable law or valid legal process, or that are protected by applicable law, including but not limited to any truthful statements to any government or regulatory agency.

5. Duty of Loyalty

Employee agrees that while employed by Employer, (a) Employee has an undivided duty of loyalty and fair dealing to Employer and will work for the best interests of Employer and not take over any of Employer's business opportunities or prospective business opportunities for Employee's personal gain and/or to the detriment of Employer; (b) Employee will not engage in any other employment or business activity without written permission from Employer; and (c) Employee will not engage in any other activities that conflict with Employee's obligations to Employer.

6. Miscellaneous.

6.1 Waiver of Right to Jury Trial. EACH PARTY TO THIS AGREEMENT KNOWINGLY AND VOLUNTARILY WAIVES ITS RIGHTS TO A JURY TRIAL, INCLUDING ANY RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS AGREEMENT OR ANY ANCILLARY AGREEMENT REFERENCED HEREIN OR THE VALIDITY, PROTECTION, INTERPRETATION, COLLECTION OR ENFORCEMENT THEREOF.

6.2 Injunctive Relief. Employee acknowledges that a breach or threatened breach of this Agreement will cause Company and its Affiliates irreparable injury. Employee agrees that Company shall be entitled, in addition to any other right or remedy, to an emergency, temporary, preliminary and/or permanent injunctive relief, without the necessity of proving the inadequacy of monetary damages or the posting of any bond or security, enjoining or restraining Employee from any such violation or threatened violations.

6.3 Notice. Any notices required hereunder must be in writing and will be deemed effective upon the earlier of one business day following personal delivery (including personal delivery by facsimile), or the third business day after mailing by first-class mail to the recipient at the address indicated below:

to Company:

Black Diamond Oilfield Rentals LLC
c/o Basin Holdings LLC
200 Park Avenue, Suite 5800
New York, NY 10166
Attn: Ashton Valente
Email:avalente@basinholdings.com

to Employee:

At the address reflected in Employer's personnel records

6.4 Severability. It is expressly understood and agreed that Company and Employee consider the restrictions contained in this Agreement to be reasonable and necessary for the purposes of preserving and protecting the Confidential Information and other legitimate business interests of Company and its Affiliates. The provisions of this Agreement are severable and the invalidity of any one or more provisions shall not affect the validity of any other provision. In the event that an arbitrator or court of competent jurisdiction determines that any provision of this Agreement or the application thereof is unenforceable in whole or in part because of the duration or scope thereof, the parties hereto agree that said arbitrator or court, in making such determination, shall have the power to reduce the duration and scope of such provision to the extent necessary to make it enforceable, and that the Agreement in its reduced form shall be valid and enforceable to the full extent permitted by law.

6.5 Governing Law. This Agreement will be construed under and governed by the internal laws of the State of Texas, without regard to the application of any choice-of-law rules that would result in the application of another state's laws.

6.6 Entire Agreement; Amendment. This Agreement constitutes the entire Agreement between the parties hereto with regard to the subject matter hereof, superseding all prior understandings and agreements, whether written or oral, regarding the subject matter hereof. This Agreement may not be amended or revised except by a writing signed by both parties hereto.

6.7 Assignment and Transfer. The provisions of this Agreement shall be binding on and shall inure to the benefit of Company and any successor in interest of Company. Company may assign this Agreement and any or all rights or obligations hereunder, in whole or in part, including to any Affiliate of Company and in connection with any sale or other disposition or financing involving Company or any of its Affiliates. Neither this Agreement nor any of the rights, duties or obligations of Employee shall be assignable by Employee.

6.8 Waiver of Breach. A waiver by either party of any breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the other party.

6.9 Construction. The language of this Agreement will be deemed the language chosen by the parties to express their mutual intent and shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for, or against, either party.


6.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and shall have the same effect as if the signatures hereto and thereto were on the same instrument.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

THE COMPANY:

Black Diamond Oilfield Rentals LLC

By: 
Name: Ashton Valente
Title: Secretary

EMPLOYEE:

Electronically Signed By
Franklin McLaughlin

Franklin McLaughlin

Signature Page to Employee Confidentiality and Intellectual Property Agreement

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RECORDED: 05/06/2024

**PATENT
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