

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM498818

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Delaware Capital Formation, Inc.		04/01/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Apergy (Delaware) Formation, Inc.		
<b>Street Address:</b>	2445 Technology Forest Blvd., Building 4, Floor 9		
<b>City:</b>	The Woodlands		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77381		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1660644	QUARTZDYNE	
Registration Number:	1700251		
Registration Number:	1557637	FLEXBAR	
Registration Number:	1600378	WCN	
Registration Number:	1998002	AUTOCYCLE	
Registration Number:	3165314	N NORRIS	
Registration Number:	3668867	SIDEWINDER	
Registration Number:	3877839	NORRIS BLUEMAX ROD PIN LUBRICANT	
Registration Number:	4050514	NOR-PEENING	
Registration Number:	0690761	NORRISEAL	
Registration Number:	3007360	NORRISEAL	
Registration Number:	3191603	ENVIROSAVE	
Registration Number:	3301529	NORRISIZE	
Registration Number:	5041791	SMART PREDICTOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			

CH \$365.00 1660644

**Phone:** 214-978-3000  
**Email:** dallastrademarks@bakermckenzie.com  
**Correspondent Name:** Dyan M. House  
**Address Line 1:** 1900 North Pearl Street, Suite 1500  
**Address Line 4:** Dallas, TEXAS 75201

**ATTORNEY DOCKET NUMBER:** 10113844

**NAME OF SUBMITTER:** Dyan M. House

**SIGNATURE:** /Dyan M. House/

**DATE SIGNED:** 11/19/2018

**Total Attachments: 8**

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## MASTER TRADEMARK ASSIGNMENT AGREEMENT

This MASTER TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), effective as of the 1<sup>st</sup> day of April 2018 (the "Effective Date"), is entered into by and between Delaware Capital Formation, Inc., a Delaware corporation having an address at 501 Silverside Road, Suite 5, Wilmington, DE 19809 ("Assignor"), and Apergy (Delaware) Formation, Inc., a Delaware corporation having an address at 2445 Technology Forest Blvd., Building 4, Floor 9, The Woodlands, TX 77381 (the "Assignee").

### RECITALS

WHEREAS, Assignor owns the trademark applications and registrations set forth on Schedule 1 hereto ("Assigned Trademarks") and desires to assign, convey, transfer and deliver to Assignee all of Assignor's right, title and interests in and to the Assigned Trademarks, together with the goodwill associated therewith; and

WHEREAS, Assignee desires to accept from Assignor the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration provided for under a separate agreement and in consideration of the mutual obligations and promises of the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, conveys, transfers and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Assigned Trademarks, as successor to the business or portion of the business of Assignor to which the Marks pertain, which business is ongoing and existing, together with (a) the goodwill associated therewith, (b) all income, royalties and payments now or hereafter due or payable with respect thereto, (c) the right to apply for, make filings with respect to and maintain all registrations, applications and renewals thereof, and (d) the right to sue for and collect damages for past, present, and future infringements thereof and the right to fully and entirely stand in the place of Assignor in all matters related thereto.

2. Ownership; No Challenge. Assignor hereby acknowledges and agrees that from the date hereof, Assignee shall be the exclusive owner of the Assigned Trademarks. Assignor agrees that it will not at any time, directly or indirectly, challenge or assist any person or entity in challenging in any jurisdiction (a) Assignee's rights, title, and interest in and to the Assigned Trademarks or (b) Assignee's right to use and control the Assigned Trademarks.

3. Governing Law. This Assignment shall be construed under, governed by, and enforced in accordance with the laws of the State of Delaware, USA (without regard to the conflicts of law provisions thereof).

4. Successors and Assigns. The provisions of this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Counterparts. This Assignment may be signed in any number of counterparts (including by facsimile or PDF), each of which shall be an original, with the same effect as if the

signatures thereto and hereto were upon the same instrument. This Assignment is irrevocable and effective when each party hereto shall have received a counterpart hereof signed and duly delivered by the other party hereto.


6. Further Assurances. Assignor hereby agrees, from and after the date hereof and without further consideration, to take such actions and execute such documentation as may be required by any domestic or foreign intellectual property registrar or regulatory agency to transfer ownership of the Assigned Trademarks from the Assignor to Assignee. The Assignor hereby also agrees to execute such further assignments and related documents with respect to the Assigned Trademarks as Assignee shall reasonably request.

*[remainder of page intentionally left blank with signatures to follow on subsequent page]*

CONFIDENTIAL

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on its behalf by its duly authorized officer or representative, effective as of the Effective Date.

ASSIGNOR  
Delaware Capital Formation, Inc.

By   
Name: Amy Winer  
Title: PRESIDENT

ASSIGNEE  
Apergy (Delaware) Formation, Inc.

By \_\_\_\_\_  
Name:  
Title:

*(Signature page to Master Trademark Assignment Agreement)*

TRADEMARK

REEL: 006485 FRAME: 0042

*(Signature)*

Schedule I

List of Assigned Trademarks

Jurisdiction	Trademark	App. No.	Reg. No.	Owner
Argentina	SLIDER SYSTEM	2852660	2383396	Delaware Capital Formation, Inc.
Australia	NORRISEAL	825866	1008598	Delaware Capital Formation, Inc.
Brazil	SLIDER SYSTEM	829863052	829863052	Delaware Capital Formation, Inc.
China	NORRISEAL	825866		Delaware Capital Formation, Inc.
European Union	QUARTZDYNE	1848977	1848977	Delaware Capital Formation, Inc.
European Union	QUARTZDYNE & Crystal Device	1863794	1863794	Delaware Capital Formation, Inc.
France	SLIDER SYSTEM	08 3598293	08 3598293	Delaware Capital Formation, Inc.
France	NORRISEAL	825866		Delaware Capital Formation, Inc.
Germany	NORRISEAL	825866		Delaware Capital Formation, Inc.
India	NORRISEAL	1274219	1274219	Delaware Capital Formation, Inc.

Jurisdiction	Trademark	App. No.	Reg. No.	Owner
International Registration (WIPO)	NORRISEAL		825866	Delaware Capital Formation, Inc.
Japan	NORRISEAL	825866	825866	Delaware Capital Formation, Inc.
Korea (South)	NORRISEAL	825866	825866	Delaware Capital Formation, Inc.
Mexico	NORRISEAL	652941	836619	Delaware Capital Formation, Inc.
Mexico	NORRISEAL	652940	836618	Delaware Capital Formation, Inc.
Norway	NORRISEAL	200406679		Delaware Capital Formation, Inc.
Russian Federation	NORRISEAL	825866		Delaware Capital Formation, Inc.
Singapore	NORRISEAL	825866	T04/10197C	Delaware Capital Formation, Inc.
Turkey	NORRISEAL	825866		Delaware Capital Formation, Inc.
United Kingdom	NORRISEAL	825866		Delaware Capital Formation, Inc.
United States	QUARTZDYNE	74/105569	1660644	Delaware Capital Formation, Inc.
United States	TILTED BIFURCATED CRYSTAL DESIGN	74/105571	1700251	Delaware Capital Formation, Inc.



Jurisdiction	Trademark	App. No.	Reg. No.	Owner
United States	FLEXBAR	73/779579	1557637	Delaware Capital Formation, Inc.
United States	WCN	73/837914	1600378	Delaware Capital Formation, Inc.
United States	AUTOCYCLE	74/653765	1998002	Delaware Capital Formation, Inc.
United States	N NORRIS & DESIGN	78/798035	3165314	Delaware Capital Formation, Inc.
United States	SIDEWINDER	77/639647	3668867	Delaware Capital Formation, Inc.
United States	NORRIS BLUEMAX ROD PIN LUBRICANT & DESIGN	77/801870	3877839	Delaware Capital Formation, Inc.
United States	NOR-PEENING	85/124861	4050514	Delaware Capital Formation, Inc.
United States	NORRISEAL	72/066588	690761	Delaware Capital Formation, Inc.
United States	NORRISEAL & DESIGN	78/370444	3007360	Delaware Capital Formation, Inc.
United States	ENVIROSAVE	78/662409	3191603	Delaware Capital Formation, Inc.
United States	NORRISIZE	77/100805	3301529	Delaware Capital Formation, Inc.
United States	SMART PREDICTOR	86/436521	5041791	Delaware Capital Formation, Inc.

CONFIDENTIAL

Jurisdiction	Trademark	App. No.	Reg. No.	Owner
Venezuela	SLIDER SYSTEM	2008-016914		Delaware Capital Formation, Inc.