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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
CAMERON INTERNATIONAL CORPORATION		09/27/2019	Corporation: DELAWARE	

### **RECEIVING PARTY DATA**

Name:	SENSIA LLC		
Street Address: 200 WESTLAKE PARK BLVD.			
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77079		
Entity Type:	Limited Liability Company: DELAWARE		

### **PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2904400	CALDON
Registration Number:	4908644	CAMCOR
Registration Number:	5000964	CLIF MOCK
Registration Number:	0707500	FLOCO
Registration Number:	5786653	LEFM
Registration Number:	1712821	SCANNER
Registration Number:	2079058	SCANNER

### **CORRESPONDENCE DATA**

**Fax Number:** 2149994667

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:** 214-999-4702

**Email:** IPDocketing@foley.com

Correspondent Name: KAY LYN SCHWARTZ c/o FOLEY & LARDNER LLP

**Address Line 1:** 2021 MCKINNEY AVENUE, SUITE 1600

Address Line 4: DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER:	123960-3022, et al
NAME OF SUBMITTER:	Kay Lyn Schwartz
SIGNATURE:	/Kay Lyn Schwartz/

TRADEMARK REEL: 006793 FRAME: 0391

DATE SIGNED:	11/11/2019
Total Attachments: 5	
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### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") dated as of September 27, 2019 (the "Effective Date"), is made by and between Cameron International Corporation, a corporation of the state of Delaware, having an address of 5599 San Felipe, 16th Floor, Houston, TX 77056 ("Assignor"), and Sensia LLC, a limited liability company of the State of Delaware, having an address of 200 Westlake Park Blvd, Houston, Texas 77079 ("Assignee").

### WITNESSETH:

WHEREAS, Assignor is the record owner of the United States trademark registrations and United States trademark applications identified on <u>Schedule A</u> (collectively, the "<u>Trademarks</u>"); and

WHEREAS, pursuant to the Contribution Agreement (the "Contribution Agreement"), dated as of September 27, 2019, by and between Assignor and Assignee, Assignee has acquired and Assignor has assigned various assets, including the Trademarks, to Assignee.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Assignment, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. Assignment. Assignor hereby confirms that it assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Trademarks in the United States of America, including without limitation all goodwill associated therewith, all registrations that have been or may be granted thereon and all applications for registrations thereof, and all records and files related thereto, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Trademarks, the right to prosecute, maintain and defend the Trademarks before any public or private agency, office or registrar, together with the right to sue and recover damages for all causes of action (either in law or in equity). Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record Assignee as the assignee of all of Assignor's right, title and interest in, to and under the Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.
- Cooperation. Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and assigns may reasonably request to effect the terms of this Assignment.
- 3. General Provisions. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Assignment, together with the Contribution Agreement, along with the Schedule to this Assignment, constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties with respect hereto. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by the parties hereto. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

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- 4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of laws that would require the application of the laws of any other jurisdiction.
- 5. <u>Interpretation</u>. To the extent there is any conflict between this Assignment and the Contribution Agreement, the relevant provision(s) in the Contribution Agreement shall control.
- 6. <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Remainder of this page intentionally left blank]

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by its respective duly authorized representative as of the Effective Date.

CAMERON INTERNATIONAL CORPORATION	
By Name: 5 Wolf Osterling Title: VIW President	
AGREED TO AND ACCEPTED:	
SENSIA LLC	
ByName:	
Title:	

[Signature Page to the Trademark Assignment]

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by its respective duly authorized representative as of the Effective Date.

	MERON INTERNATIONAL RPORATION
Ву	Name: Title:
AG	REED TO AND ACCEPTED:
SEI	ISIA LLC
Ву	Name: SOOH DSHOULDS
	Title: VI a President

[Signature Page to the Trademark Assignment]

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## Schedule A

Mark	Status	App. No.	File Date	Class	Reg. No.	Assignee
CALDON	Registration	76/542133	02 Sep 2003	09	2904400	CAMERON INTERNATIONAL CORPORATION
CAMCOR	Registration	86/708315	29 Jul 2015	09	4908644	CAMERON INTERNATIONAL CORPORATION
CLIF MOCK	Registration	86/406578	25 Mar 201	06; 09	5000964	CAMERON INTERNATIONAL CORPORATION
FLOCO	Renewal	7/2077090	06 Jul 1959	09	707500	CAMERON INTERNATIONAL CORPORATION
LEFM	Registration	88/188729	09 Nov 2018	09	5786653	CAMERON INTERNATIONAL CORPORATION
SCANNER	Renewal	74/147751	14 Mar 1991	09	1712821	CAMERON INTERNATIONAL CORPORATION
SCANNER	Renewal	75/121108	10 Jun 1996	09	2079058	CAMERON INTERNATIONAL CORPORATION

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**RECORDED: 11/11/2019** 

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