

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stallion Oilfield Services Corporation		04/30/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	Stallion Oilfield Services, Ltd.
Street Address:	950 Corbindale Rd.
Internal Address:	Suite 300
City:	Houston
State/Country:	TEXAS
Postal Code:	77024
Entity Type:	LIMITED PARTNERSHIP: TEXAS

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3144846	STALLION OILFIELD SERVICES
Serial Number:	78886909	EVERYTHING BUT THE RIG
Serial Number:	78896203	STARCOMM
Registration Number:	3317824	STARCOMM STALLION REMOTE COMMUNICATIONS
Registration Number:	3302264	STARCOMM STALLION REMOTE COMMUNICATIONS
Serial Number:	77049133	STALLION UNIVERSITY
Serial Number:	77318459	FRAC-FROM-TRACK

CORRESPONDENCE DATA

Fax Number: (713)615-5243
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 713-758-3554
 Email: iptldocket@velaw.com
 Correspondent Name: Phillina Lai

CH \$190.00 3144846

Address Line 1: 1001 Fannin Street
Address Line 2: 2500 First City Tower
Address Line 4: Houston, TEXAS 77002-6760

ATTORNEY DOCKET NUMBER:	STA136
NAME OF SUBMITTER:	Phillina Lai
Signature:	/phillinalai/
Date:	04/30/2008

Total Attachments: 3
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "*Assignment*") is made as of April 30, 2008 between Stallion Oilfield Services Corporation., a corporation having a principal place of business located at 950 Corbindale Rd., Suite 300, Houston, Texas 77024 ("*Assignor*"), and Stallion Oilfield Services, Ltd., a limited partnership having a principal place of business located at 950 Corbindale Rd., Suite 300, Houston, Texas 77024 ("*Assignee*").

RECITALS

A. Assignor is the owner of all right, title, and interest in, and the goodwill associated with the marks listed in Exhibit A (the "*Transferred Trademarks*").

B. Assignor has agreed to assign to Assignee, and Assignee has agreed to acquire, all right, title, and interest in the Transferred Trademarks, including the goodwill associated with the Transferred Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

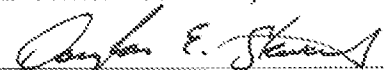
Assignor hereby conveys and assigns to Assignee, and its successors and assigns, all of its right, title, and interest throughout the world in and to the Transferred Trademarks, together with the goodwill associated therewith, any existing or future registrations of said Transferred Trademarks, and all common law rights associated with said Transferred Trademarks, together with all income, royalties, and payments now or hereafter due or payable with respect thereto, and in and to all rights to sue, counterclaim, and recover under all causes of action (either in law or in equity) and other rights assertable under said Transferred Trademarks, including the right to sue for past, present, and future infringement of, or other unauthorized use or improper activities regarding, said Transferred Trademarks, and the right to enjoy all of the benefits obtained as a result of any such litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignor releases and waives all claims, if any, against Assignee in connection with the Transferred Trademarks. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks (and any similarly situated government official of any foreign country) to recognize Assignee as the legal owner of the Transferred Trademarks, for Assignee's sole use and benefit and for the use and benefit of Assignee's legal representatives, to the full end of the term (including any extensions or renewals) for which the Transferred Trademarks may be granted, as fully and entirely as the same would have been held by Assignor had this Assignment not been made.

Signature Page Follows

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the day, month and year first above written.

Assignee:

Stallion Oilfield Services, Ltd.

By: 
Name: Douglas E. Stewart
Title: Vice President

Assignor:

Stallion Oilfield Services Corporation

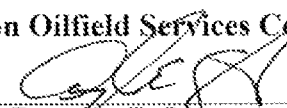
By: 
Name: Douglas E. Stewart
Title: Vice President

Exhibit A

Mark	Application No./ Registration No.	Filing Date/ Registration Date
STALLION OILFIELD SERVICES (and Design) 	3,144,846	September 19, 2006
EVERYTHING BUT THE RIG	78/886,909	May 18, 2006
STARCOMM	78/896,203	May 30, 2006
STARCOMM STALLION REMOTE COMMUNICATIONS	3317824	October 23, 2007
STARCOMM STALLION REMOTE COMMUNICATIONS (and Design) 	3302264	October 2, 2007
STALLION UNIVERSITY	77/049,133	November 21, 2006
FRAC-FROM-TRACK	77/318,459	October 31, 2007