

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
Stallion Oilfield Services		05/06/2008	PARTNERSHIP:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Stallion Oilfield Services, Ltd.		
<b>Street Address:</b>	950 Corbindale Road		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77024		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77368610	STARGAUGER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(713)615-5243		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	713-758-3554		
<b>Email:</b>	iptldocket@velaw.com		
<b>Correspondent Name:</b>	Phillina Lai		
<b>Address Line 1:</b>	1001 Fannin Street		
<b>Address Line 2:</b>	2500 First City Tower		
<b>Address Line 4:</b>	Houston, TEXAS 77002-6760		
<b>ATTORNEY DOCKET NUMBER:</b>	STA136/5-029US		
<b>NAME OF SUBMITTER:</b>	Phillina Lai		
<b>Signature:</b>	/phillinalai/		

CH \$40.00 77368610

Date:

05/06/2008

**Total Attachments: 3**

source=STARGAUGER Trademark Assignment#page1.tif

source=STARGAUGER Trademark Assignment#page2.tif

source=STARGAUGER Trademark Assignment#page3.tif

## TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "*Assignment*") is made as of **May 6, 2008** between **Stallion Oilfield Services**, a partnership 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. A. Assignor is the owner of all right, title, and interest in, and the goodwill associated with the mark listed in Exhibit A (the "*Transferred Trademark*").

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

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

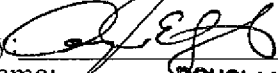
Assignor hereby conveys and assigns to Assignee, and its successors and assigns, all of its right, title, and interest throughout the world in and to the Transferred Trademark, together with the goodwill associated therewith, any existing or future registrations of said Transferred Trademark, and all common law rights associated with said Transferred Trademark, 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 Trademark, including the right to sue for past, present, and future infringement of, or other unauthorized use or improper activities regarding, said Transferred Trademark, 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 Trademark. 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 Trademark, 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 Trademark 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**

<b>Mark</b>	<b>Application No./ Registration No.</b>	<b>Filing Date/ Registration Date</b>
STARGAUGER	77/368,610	January 10, 2008