

**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>
Shell Trademark Management B.V.		10/31/2008	COMPANY: NETHERLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	At-Balance Americas LLC		
<b>Street Address:</b>	11767 Katy Freeway		
<b>Internal Address:</b>	Suite 1030		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77079		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3301728	@BALANCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(713)228-8778		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	713-228-8600		
<b>Email:</b>	muller@oshaliang.com		
<b>Correspondent Name:</b>	Jeffrey S. Bergman		
<b>Address Line 1:</b>	909 Fannin Street		
<b>Address Line 2:</b>	Two Houston Center, Suite 3500		
<b>Address Line 4:</b>	Houston, TEXAS 77010		
<b>ATTORNEY DOCKET NUMBER:</b>	17406/012001		
<b>NAME OF SUBMITTER:</b>	Jeffrey S. Bergman		
<b>Signature:</b>	/Jeffrey S. Bergman/		

OP \$40.00 3301728

Date:

12/12/2008

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made between **SHELL TRADEMARK MANAGEMENT B.V.**, a Dutch company incorporated under the laws of the Netherlands and having an office at Carel van Bylandtlaan 30, 2596 HR (hereinafter referred to as “Assignor”) and **AT-BALANCE AMERICAS LLC**, a Delaware limited liability company having an office at 11767 Katy Freeway, Suite 1030 in Houston, Texas USA 77079 (hereinafter referred to as “Assignee”).

### WITNESSTH

WHEREAS, Assignor has registered and is the owner of the trademark identified in Appendix A (hereinafter referred to as the “Trademark”), and

WHEREAS, Assignor and Assignee wish to set out in detail the manner in which the Trademark will be assigned to Assignee,

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. With effect from the date on which this Agreement is signed by the later party to do so (“the Effective Date”), Assignor hereby assigns to Assignee all right, title and interest of Assignor in and to the Trademark, including the right to sue for past infringement and recover all damages in respect thereof. From the Effective Date onward, responsibility for the further filing, prosecution, maintenance, defense, opposition against and enforcement of the Trademark, as well as liability for all associated costs and expenses, shall pass to Assignee.
2. With effect from the Effective Date, Assignee shall be responsible for and shall bear all costs and expenses including, but not limited to, official fees associated with recordal at the US Patent and Trademark Office of the transfer to Assignee of the title in the Trademark. Assignor shall co-operate with Assignee in the recordal of such transfer by executing required documents in a form acceptable to Assignor, which shall be prepared by Assignee or, at Assignee’s expense, by attorneys acting on Assignee’s instructions.
3. Assignor shall ensure that as soon as practicable following the Effective Date, the attorneys acting for Assignor in relation to the Trademark are informed that:
  - the assignment of the Trademark to Assignee has taken place; and
  - the responsibility for handling the Trademark has passed to Assignee; and
  - the costs in respect of filing, prosecution, maintenance, defense, enforcement and assignment of the Trademark should thereafter be charged to Assignee.

For the avoidance of doubt, all invoices and direct debits from Assignor’s US PTO deposit account that are received from attorneys in connection with the Trademark for services rendered after the Effective Date will be for payment by Assignee or reimbursed by

Assignee. Assignor shall pay for all services identified as having been rendered prior to the Effective Date.

4. Assignor shall not be liable for any loss or damage suffered by Assignee resulting from negligence, or any other cause, arising out of or in connection with this Agreement or its subject matter. Assignee shall indemnify Assignor against any third party claim brought against Assignor in respect of any loss or damage arising out of or in connection with this Agreement or its subject matter.

Nothing in this Agreement shall make Assignor liable in respect of any act done or omitted to be done on or after the Effective Date by Assignee or its agents. Assignee shall indemnify Assignor and Assignor's successors in title, and hold them harmless, in respect of any liability for losses, costs, claims, expenses and damages including, but not limited to, negligence and legal and other professional fees that Assignee may incur as a result of anything so done or omitted to be done, or failure by Assignee to perform any of its obligations under this Agreement.

5. This Agreement shall be deemed to have been made in The Hague, Netherlands (irrespective of where it may have been signed by the parties hereto). This Agreement and the relationship thereunder between the parties shall be exclusively interpreted in accordance with, and be governed by Dutch law and any dispute, whether based in contract, tort or otherwise, arising out of or in connection with this Agreement that cannot be solved amicably between the parties shall be submitted to the exclusive jurisdiction of the courts in Holland.

AS WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate original by their respective duly authorized representatives.

**SHELL TRADEMARK  
MANAGEMENT B.V.**

  
Name

J. P. H. Huisman  
Printed Name:

Director  
Title:

Date: 31 oktober 2008

J. Kooy  
idem

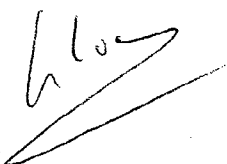
**AT-BALANCE AMERICAS LLC**

  
Name

John G. Samuel  
Printed Name:

PRESIDENT & CEO  
Title:

Date: 05 DECEMBER 08



**APPENDIX A**

<b>Trademark</b>	<b>Status</b>	<b>US Regn No</b>	<b>Regn Date</b>	<b>Class(es)</b>	<b>Filing Basis</b>
@BALANCE	Registered	3301728	2 Oct 2007	7, 37	44E

IP/Trademarks/USPTO Filings/Shell Trademarks/@BALANCE/USA Assignment