

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	11/21/2011		
<b>CONVEYING PARTY DATA</b>			
	<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>
	Mark A. Mattox		12/15/2011
			INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Synergy Services, Inc.		
<b>Street Address:</b>	10815 St. John's Lane		
<b>City:</b>	Foley		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	36535		
<b>Entity Type:</b>	CORPORATION: ALABAMA		
<b>PROPERTY NUMBERS Total: 7</b>			
	<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
	Registration Number:	2681937	POWDERCIDE
	Registration Number:	2681938	BARR-X
	Registration Number:	2714718	FLOCLEAN
	Registration Number:	2716598	POWDERSOLV
	Registration Number:	2739016	SYNERGY CHEMICALS, INC.
	Registration Number:	2968027	SYNERCHEM
	Serial Number:	78078593	CLEANFLOW
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(337)593-7601		
<b>Phone:</b>	337-593-7600		
<b>Email:</b>	rwaddell@joneswalker.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Robert L. Waddell		

Address Line 1: 600 Jefferson Street, Suite 1600  
Address Line 4: Lafayette, LOUISIANA 70501

ATTORNEY DOCKET NUMBER:	23582/128055-00
NAME OF SUBMITTER:	Robert L. Waddell
Signature:	/Robert L. Waddell/
Date:	12/26/2011

Total Attachments: 6  
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is entered into as of December, 15, 2011, but shall be effective as of 9:00 a.m. CST on November 21, 2011, by MARK A. MATTOX, an individual above the age of majority and a resident of the State of Alabama with a business address at 10815 St. John's Lane, Foley, Alabama 36535 ("Assignor") in favor of SYNERGY SERVICES, INC., an Alabama corporation having a principal place of business at 10815 St. John's Lane, Foley, Alabama 36535 ("Assignee").

WHEREAS, Assignor owns the trademarks, trademark applications, and trademark registrations set forth on Schedule A attached hereto (collectively the "Trademarks");

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in and to the Trademarks together with the goodwill associated therewith.

NOW, THEREFORE, for the sum of Ten U.S. Dollars (\$10.00), and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

1. Assignment. Assignor hereby contributes, conveys, transfers, assigns and delivers to Assignee his entire right, title and interest in, to and under the Trademarks and all the goodwill represented thereby, and all corresponding rights that are or may be secured under the laws of the United States or any foreign country or any multi-national registration body, now or hereafter arising or in effect, nunc pro tunc as of 9:00 a.m. CST on November 21, 2011, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties and proceeds in connection with any of the foregoing and all rights to sue for past, present, and future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith.
2. Representations. Assignor represents and warrants to Assignee that it has the full right to convey the entire right title and interest in and to the Trademarks herein assigned to Assignee, that it has not executed, and will not enter into or execute, any agreement in conflict with the terms of this Trademark Assignment, and that it has not heretofore directly or indirectly, whether personally or through others, pledged, mortgaged, or otherwise encumbered the rights conveyed in this Assignment, which rights are free and clear of all liens, encumbrances, and conflicting claims.
3. Covenants. Assignor covenants and agrees that upon the request of Assignee or its designee, without further consideration, but at the expense of Assignee or its designee, it will execute and deliver any additional assignment or other writing and do any additional act as Assignee or its designee may deem necessary or desirable to perfect the enjoyment of the grant conveyed to Assignee in this Assignment. Assignor further covenants and

agrees that upon the request of Assignee or its designee Assignor will provide Assignee with all pertinent facts and documents relating the Trademarks as may be known and accessible to Assignor, and will testify, at Assignee's expense, as to the same in any cancellation or litigation related thereto, and Assignor will promptly execute and deliver to Assignee or its legal representative all papers, instruments, or affidavits required to maintain and enforce the Trademarks, which may be necessary or desirable to carry out the purposes hereof.

4. Counterparts. This Assignment may be executed in one or more counterparts, any one of which need not contain the signatures of more than one person, but all such counterparts taken together will constitute one and the same instrument.
5. Successors. This Assignment shall be binding upon and inure to the benefit of the Assignor and Assignee and their respective heirs, legal representatives, successors and assigns.
6. Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Alabama without giving any effect to any choice of law or conflict of law rules or provisions (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Alabama.

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**SIGNATURES ON THE FOLLOWING PAGE**

\* \* \* \* \*

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name as of the date first above written but shall be effective as of 9:00 a.m. CST on November 21, 2011.

**MARK A. MATTOX**


By:   
MARK. A. MATTOX

**ACKNOWLEDGMENT**

STATE OF ALABAMA

COUNTY OF BALDWIN

BE IT KNOWN that on this 15 day of December, 2011, before me, the undersigned Notary Public, duly commissioned and qualified in the aforesaid State and County/Parish, personally came and appeared: MARK A. MATTOX, who, being duly sworn, acknowledged in my presence that he executed the foregoing Trademark Assignment as his free act and deed.

  
NOTARY PUBLIC  
Print Name: Hannah M Stabler  
Notary No.: \_\_\_\_\_  
Commission Expires: 1-22-13

**SCHEDULE A  
TO TRADEMARK ASSIGNMENT**

<u>Country</u>	<u>Mark</u>	<u>Goods</u>	<u>Reg. No.</u>	<u>Issue Date</u>	<u>Status</u>
US	POWDERCIDE	Biocide used to control microbial, fungal, and algae growth in industrial water and process systems	2,681,937	01/28/2003	Cancelled, section 8 dec. not timely filed
US	CLEANFLOW	Chemicals for use in the oil, petrochemical and natural gas recovery, processing and refining industries	N/A	N/A	Abandoned, failure to timely file response to office action
US	BARR-X	Chemicals namely filming amines as corrosion inhibitors in industrial and process applications including oil and gas production and processing	2,681,938	01/28/2003	Canceled, section 8 dec. not timely filed
US	FLOCLEAN	Chemicals for use in pipeline cleaning applications in the petroleum and natural gas industries, and in cooling water, boiler water, and waste treatment applications to prevent scaling, corrosion, and fouling of capital equipment	2,714,718	05/06/2003	Registered, section 8/9 renewal dec. due by 05/06/2013
US	POWDERSOLV	Cleaning preparations, namely chemical cleaning preparations for use in cleaning internal metal pipe surfaces or pipelines and the like	2,716,598	05/13/2003	Registered, section 8/9 renewal dec. due by 05/13/2013
US	SYNERGY CHEMICALS, INC.	Organic chemicals for use in cooling water, boiler water, and waste treatment applications to prevent scaling, corrosion, and fouling of capital equipment, demulsifiers and corrosion inhibitors for use in industrial	2,739,016	07/15/2003	Registered, section 8/9 renewal dec. due by 07/15/2013

		processes and oil field and refinery processes, chemicals for use in the petroleum industry, namely chemicals used in oil drilling, scale inhibitors, hydrogen sulfide scavengers and mercaptan scavengers for use in the petroleum industry, chemical additives for drilling fluid, oil and gas well service chemicals, crude oil production chemicals, chemical additives for use in natural gas pipelines, oil field water treatment chemicals, chemical additives for use in treatment of finished refinery products, antifoamers, defoamers, and chemical additives for improving flotation			
US	SYNERCHEM	Organic chemicals for use in cooling water, boiler water, and waste treatment applications to prevent scaling, corrosion, and fouling of capital equipment, demulsifiers and corrosion inhibitors for use in industrial processes and oil field and refinery processes, chemicals for anti-corrosion and cleaning purposes in the petroleum industry, scale inhibitors, hydrogen sulfide scavengers and mercaptan scavengers for use in the petroleum industry, chemical additives for drilling fluid, oil and gas well service chemicals, crude oil production chemicals, chemical additives for use in	2,968,027	07/12/2005	Registered, section 8 dec. due by 07/12/2011 (not filed), six-month grace period to file expires 01/12/2012.

		natural gas pipelines, oil field water treatment chemicals, chemical additives for use in treatment of finished refinery products, antifoamers, defoamers, and chemical additives for improving flotation			
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