

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
HERMES MEDIA & RESEARCH, LLC		12/21/2011	LIMITED LIABILITY COMPANY: VIRGINIA
RECEIVING PARTY DATA			
Name:	PENNWELL CORPORATION		
Street Address:	1421 SOUTH SHERIDAN ROAD		
City:	TULSA		
State/Country:	OKLAHOMA		
Postal Code:	74112		
Entity Type:	CORPORATION: OKLAHOMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4142563	BTR	
CORRESPONDENCE DATA			
Fax Number:	7037399577		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7037394900		
Email:	BTAYLOR@STITES.COM		
Correspondent Name:	BREWSTER TAYLOR		
Address Line 1:	1199 NORTH FAIRFAX STREET		
Address Line 2:	SUITE 900		
Address Line 4:	ALEXANDRIA, VIRGINIA 22314		
ATTORNEY DOCKET NUMBER:	PENNWELL		
NAME OF SUBMITTER:	BREWSTER TAYLOR		
Signature:	/BT/		

OP \$40.00 4142563

Date:

11/06/2012

Total Attachments: 3

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TRADEMARK ASSIGNMENT

Trademark Assignment made this 21st day of December, 2011 (the "Effective Date").

WHEREAS, HERMES MEDIA & RESEARCH, LLC, a Virginia limited liability company ("HM&R"), with its principal place of business at _____, has acquired, used, and is using the trademarks set forth on Schedule A hereto (hereinafter the "Trademarks"); and

WHEREAS, HM&R is desirous of transferring all of its trademark interest in and to the Trademarks to PENNWELL CORPORATION, an Oklahoma corporation, with its principal place of business at 1421 South Sheridan Road, Tulsa, Oklahoma 74112 ("PENNWELL"), and PENNWELL is desirous of acquiring such interest.

NOW, THEREFORE, for good and valuable consideration expressed in that certain Asset Purchase Agreement of even date herewith among PENNWELL, HM&R, and Tim Hermes, receipt of such consideration being hereby acknowledged by HM&R, HM&R does hereby assign and transfer to PENNWELL, without restriction, all of HM&R's right, title, and interest, worldwide, in and to the Trademarks together with the good will of the Business (as such term is defined in the Asset Purchase Agreement) symbolized by the Trademarks, registrations thereof, and applications for registration thereof. Without limitation of the generality of the interest conveyed, said conveyance includes (i) all of HM&R's right, title, and interest (both statutory and common law) in and to the Trademarks, any and all registrations and applications for registration thereof in the United States and throughout the world; and (ii) all trademark enforcement rights and remedies which HM&R may now have with respect to the Trademarks including HM&R's standing to assert civil, criminal, and administrative remedies of all kinds and HM&R's right to damages for past infringement thereof.

IN WITNESS WHEREOF, HM&R has executed this Trademark Assignment on the Effective Date.

HERMES MEDIA & RESEARCH, LLC

By: 

Name: Tim Hermes

Title: Manager and CEO

COUNTY OF New York)
STATE OF New York) ss.

Before me, the undersigned, on this 21st day of December, 2011, personally appeared Tim Hermes, as Manager and CEO of Hermes Media & Research, LLC to me known to be the identical person who subscribed the name of Hermes Media & Research, LLC to the foregoing Trademark Assignment, and he acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and

voluntary act and deed of Hermes Media & Research, LLC for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Geoff Parnass
Notary Public

My Commission Expires:

GEOFFREY W PARNASS
Notary Public, State of New York
No. 02PA6149757
Qualified in New York County
My Commission Expires July 17, 2012

[Handwritten signature]