

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>
STEELWATERZ, LLC		07/16/2012	LIMITED LIABILITY COMPANY: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TETRA PRODUCTION TESTING SERVICES, LLC		
<b>Street Address:</b>	25025 I-45 North		
<b>City:</b>	The Woodlands		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77380		
<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>	
<b>Registration Number:</b>	4165814	STEEL WATERZ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5048352070		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	5048352000		
<b>Email:</b>	BrettNorth@gsnn.us		
<b>Correspondent Name:</b>	Brett A. North		
<b>Address Line 1:</b>	Garvey, Smith, Nehrbass & North, L.L.C.		
<b>Address Line 2:</b>	3838 N. Causeway Blvd., Suite 3290		
<b>Address Line 4:</b>	Metairie, LOUISIANA 70002		
<b>ATTORNEY DOCKET NUMBER:</b>	99368.0		
<b>NAME OF SUBMITTER:</b>	Brett A. North		
<b>Signature:</b>	/Brett A. North #42040/		

CH \$40.00 4165814

Date:

12/05/2012

**Total Attachments: 3**

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**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT ("Assignment") is effective as of this 16th day of July, 2012, from STEELWATERZ, LLC, a Pennsylvania limited liability company ("Assignor"), to TETRA PRODUCTION TESTING SERVICES, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor has adopted, has used, is using, and/or is the owner of the trademarks shown on the Schedule of Trademarks attached hereto, and made a part hereof (the "Trademarks");

WHEREAS, Assignee wishes to acquire from Assignor the entirety of Assignor's right, title and interest in and to such Trademarks, including, but not limited to, the goodwill symbolized thereby, along with substantially all of the assets in connection with which the Trademarks are used and has been used, and Assignor desires to assign such Trademarks, goodwill and assets to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, the entire right, title and interest in, to the Trademarks, and the assets and goodwill of the business symbolized thereby. This assignment includes all statutory and/or common law rights for such Trademarks, and any and all trade names, trademarks, and trade dress used therewith, and any and all rights to contest, protest or sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks, including the right to receive all proceeds and damages therefrom. This Assignment includes all rights to obtain registrations and/or renewals of registration or other legal protections pertaining to the Trademarks.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Trademarks, and all renewals thereof, as fully and as entirely as the same would have been held and enjoyed by the assigning party had this Assignment not been made.

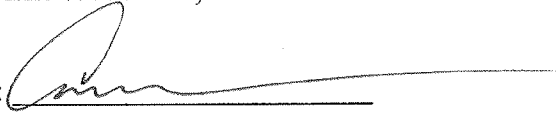
Assignor hereby agrees to execute all papers and to perform such other proper acts as Assignee or its successors or assigns may deem reasonably necessary to secure for Assignee or its successors or assigns, or to evidence the rights, hereby transferred.

*[Signatures on Next Page]*

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the date first above written.

ASSIGNOR:

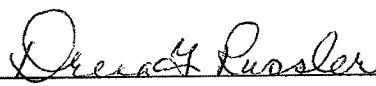
STEELWATERZ, LLC

By:   
Andrew Moir, Manager

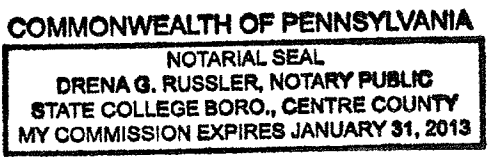
State of Pennsylvania

County of Centre

On this 13<sup>th</sup> day of July, 2012, before me appeared ANDREW MOIR, the person who signed this Instrument, who acknowledged that he signed it as a free act on behalf of STEELWATERZ, LLC.



SEAL



[Signature page to Trademark Assignment]

## SCHEDULE OF TRADEMARKS

<u>Trademark</u>	<u>Type of Right</u>
(1) STEELWATERZ	common law rights
(2) STEELWATERZ logo	common law rights
(3) STEELWATERZ LOGO	United States TM Registration No. 4,165,814