

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Soane Energy LLC		04/30/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Self-Suspending Proppant LLC		
Street Address:	35 Spinelli Place		
City:	Cambridge		
State/Country:	MASSACHUSETTS		
Postal Code:	02138		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85820013	SSP	
CORRESPONDENCE DATA			
Fax Number:	6175231231		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6175701255		
Email:	rcrawford@goodwinprocter.com, tmadmin@goodwinprocter.com		
Correspondent Name:	Robert M. Crawford		
Address Line 1:	53 State Street		
Address Line 2:	Goodwin Procter LLP		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	123617/214156		
NAME OF SUBMITTER:	Robert M. Crawford		
Signature:	/Robert M. Crawford/		

OP \$40.00 85820013

Date:

05/01/2013

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 30th day of April, 2013, by and between, Soane Energy LLC, a limited liability company organized and existing under the laws of Delaware, and having a usual place of business at 35 Spinelli Place, Cambridge, Massachusetts, 02138 ("Assignor") and Self-Suspending Proppant LLC, a limited liability company organized and existing under the laws of Delaware, and having a usual place of business at 35 Spinelli Place, Cambridge, Massachusetts, 02138 ("Assignee").

WHEREAS, Assignee is a wholly-owned subsidiary of Assignor;

WHEREAS, Assignor owns the trademark SSP used in connection with an additive for hydraulic fracturing (the "Mark") and United States trademark application, number 85/820,013, filed with the United States Patent and Trademark Office on January 10, 2013 covering the trademark SSP for use in connection with an additive for hydraulic fracturing, but has not yet filed an allegation of use under §§1(c) or 1(d) of the Trademark Act in said application (the "Application"); and

WHEREAS, in connection with the transfer to the Assignee of the entire business or portion thereof of Assignor to which the Mark and Application pertain, as required by 15 U.S.C. § 1060, which business is ongoing and existing, Assignor desires to contribute, transfer and assign to Assignee, and Assignee desires to acquire, certain assets of Assignor, including the Mark, the Application and all goodwill of the business of Assignor connected with the use of, and symbolized by, the Mark.

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby transfers, assigns, conveys and delivers to Assignee all of Assignor's right, title and interest in and to the Mark and Application (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto and the entire business unit or portion thereof to which the Mark pertains, the same to be held and enjoyed by Assignee for its own use and behalf and its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Mark, all rights of priority with respect to any other claimant or application for registration of the Mark or any mark confusingly similar thereto, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Mark and title thereto as the property of Assignee in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

Assignor:

SOANE ENERGY LLC

By: David Soane

Name: DAVID SOANE

Title: CEO

Assignee:

SELF-SUSPENDING PROPPANT LLC

By: Soane Energy LLC, its Manager

By: Martha Groves

Name: MARTHA GROVES

Title: CFO

Signature page to Notice of Trademark Assignment