

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
Energy Maintenance Services Group I, LLC		07/03/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	EMS USA Holdings I Inc.
Street Address:	2000 Bering Drive, Suite 600
City:	Houston
State/Country:	TEXAS
Postal Code:	77057
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3305283	WORK-SMART!
Registration Number:	3305843	EMS PIPELINE INTEGRITY MANAGEMENT SERVIC
Registration Number:	3364441	EMS CONTROL CENTER SERVICES
Registration Number:	3535672	SINGLE SOURCE
Registration Number:	3535673	SINGLE SOURCE
Registration Number:	3599697	I-WRAP
Registration Number:	3599786	I-WRAP
Registration Number:	3848233	EMS USA
Registration Number:	3848234	EMS USA
Registration Number:	3259279	PIPE TO POWER
Registration Number:	3290407	EMS ENERGY MAINTENANCE SERVICES
Registration Number:	3274708	EMS GROUP
Registration Number:	3894737	EMS INTEGRITY MANAGEMENT SERVICES
Registration Number:	4009654	EMS PIPELINE SERVICES

TRADEMARK

CH \$365.00 3305283

CORRESPONDENCE DATA

Fax Number: 3129021061

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-902-5665

Email: becky.williams@kattenlaw.com

Correspondent Name: Becky A. Williams

Address Line 1: 525 W. Monroe Street, Suite 1900

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	341307-00016
NAME OF SUBMITTER:	Becky A. Williams
Signature:	/baw/
Date:	07/25/2013

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS Trademark Assignment is made as of July 3, 2013, by Energy Maintenance Services Group I, LLC, a Delaware limited liability company (“**Assignor**”), to EMS USA Holdings I Inc., a Delaware corporation (“**Assignee**”).

WHEREAS, Assignor desires to transfer and assign to Assignee the trademarks set forth on Schedule A attached hereto, for which it has obtained (or applied for) registrations in the United States Patent and Trademark Office and/or with the trademark registration authorities of the relevant foreign jurisdictions (hereinafter the “**Marks**”), along with the goodwill of the business developed through the use of and symbolized by the Marks; and

WHEREAS, Assignee desires to acquire the entire rights, title and interest in and to the Marks, the U.S. federal and/or state registrations and/or registration applications therefor, any foreign registrations and/or registration applications associated therewith, and the goodwill of the business connected with the use of and symbolized by the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers to Assignee Assignor’s entire rights, title and interest in, to and under the Marks and the registrations therefor, together with the goodwill of the business connected with the use of and symbolized by the Marks. All rights and privileges associated with the Marks, including the right to sue for and receive all damages from any past or future infringements or other violations of the Marks, will be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

Assignor hereby covenants and agrees with Assignee, its successors and assigns, that it will not execute any writing or do any act whatsoever conflicting with the rights granted hereunder, and that Assignor and its successors and assigns shall, at any time upon request, without further or additional consideration, but at the expense of Assignee, its successors and assigns, execute such additional writings and do such additional acts as Assignee, or its successors or assigns, may deem necessary or desirable to perfect Assignee’s enjoyment of this grant.

* * * * *

[Signature Page Follows]

SCHEDULE A

U.S. Federal Trademark Registrations

<i>Mark</i>	<i>Reg. No.</i>	<i>Reg. Date</i>
WORK SMART!	3,305,283	09-Oct-2007
EMS PIPELINE INTEGRITY MANAGEMENT SERVICES	3,305,843	09-Oct-2007
EMS CONTROL CENTER SERVICES	3,364,441	08-Jan-2008
SINGLE SOURCE	3,535,672	18-Nov-2008
SINGLE SOURCE	3,535,673	18-Nov-2008
I-WRAP	3,599,697	31-Mar-2009
I-WRAP and Design	3,599,786	31-Mar-2009
EMS USA and Design	3,848,233	14-Sep-2010
EMS USA	3,848,234	14-Sep-2010
PIPE TO POWER	3,259,279	03-Jul-2007
EMS ENERGY MAINTENANCE SERVICES and Design	3,290,407	11-Sep-2007
EMS GROUP	3,274,708	07-Aug-2007
EMS INTEGRITY MANAGEMENT SERVICES	3,894,737	21-Dec-2010
EMS PIPELINE SERVICES	4,009,654	09-Aug-2011

Foreign Trademark Registrations and Registration Applications

<i>Mark</i>	<i>Jurisdiction</i>	<i>Reg. No. / Serial No.</i>	<i>Reg. Date / Filing Date</i>
EMS CANADA	Canada	TMA 744,606	04-Aug-2009
EMS CANADA and Design	Canada	TMA 744,595	04-Aug-2009
EMS MEXICO and Design	Mexico	1,117,006	26-Aug-2009
H2O PORTACURE WASTEWATER SYSTEMS & SERVICES	Mexico	1,176,189	06-May-2011
IMS-AMERICAS	Mexico	1,176,195	06-May-2011
IMS-AMERICAS	Mexico	1,176,192	06-May-2011
IMS-AMERICAS	Mexico	1,176,191	06-May-2011

<i>Mark</i>	<i>Jurisdiction</i>	<i>Reg. No. / Serial No.</i>	<i>Reg. Date / Filing Date</i>
IMS-AMERICAS	Mexico	1,176,194	06-May-2011
H2OPORTACURE	Mexico	1,176,187	06-May-2011
IMS-AMERICAS	Panama	199171	11-Apr-2011
IMS-AMERICAS	Panama	199168	11-Apr-2011
IMS-AMERICAS	Panama	199169	11-Apr-2011
IMS-AMERICAS	Panama	199170	11-Apr-2011
IMS-AMERICAS	Columbia	432565	29-Aug-2011
IMS-AMERICAS	Columbia	11 11378	01-Feb-2011
IMS-AMERICAS	Columbia	11 11376	01-Feb-2011
IMS-AMERICAS	Columbia	11 11389	01-Feb-2011
H2OPORTACURE	Columbia	11 66916	N/A
H2O PORTACURE WASTEWATER SYSTEMS & SERVICES and Design	Columbia	11 66902	N/A
H2O PORTACURE WASTERWATER SYSTEMS & SERVICES and Design	Italy	FI/2011/1011	05-Jul-2011
H2OPORTACURE	Italy	1475611	27-Jan-2012
H2OPORTACURE	Portugal	483605 MNA	28-Jul-2011
H2O PORTACURE WASTEWATER SYSTEMS & SERVICES and Design	Portugal	483606 MNA	28-Jul-2011
H2OPORTACURE	United Kingdom	2581659	19-Aug-2011
H2OPORTACURE	Angola	28515	30-May-2011
H2O PORTACURE WASTEWATER SYSTEMS & SERVICES and Design	Angola	28516	30-May-2011
H2OPORTACURE	Cambodia	37852	13-Jul-2011
H2OPORTACURE	Vietnam	4201105588	29-Mar-2011
H2O PORTACURE WASTEWATER SYSTEMS & SERVICES and Design	Vietnam	42011005589	29-Mar-2011