# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| TriStar Global Energy Solutions, Inc. | | 10/01/2013 | CORPORATION: TEXAS |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | Texas Capital Bank, National Association |
| Street Address: | One Riverway, Suite 2100 |
| City: | Houston |
| State/Country: | TEXAS |
| Postal Code: | 77056 |
| Entity Type: | National Association: UNITED STATES |

PROPERTY NUMBERS Total: 6

| Property Type | Number | Word Mark |
|---|---|---|
| Serial Number: | 85919482 | |
| Serial Number: | 85074432 | TRISTAR |
| Serial Number: | 85833374 | TRISTAR LOGISTICS SERVICES |
| Serial Number: | 85833371 | TRISTAR INDUSTRIAL LOGISTICS SERVICES |
| Serial Number: | 85191132 | TRISTAR GLOBAL ENERGY SOLUTIONS |
| Serial Number: | 85919489 | TRISTAR GLOBAL ENERGY SOLUTIONS |

OP $165.00 85919482

CORRESPONDENCE DATA

Fax Number:
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*
Phone: 713-892-4831
Email: tmorris@nathansommers.com
Correspondent Name: Tammy Morris
Address Line 1: 2800 Post Oak Boulevard, 61st Floor
Address Line 4: Houston, TEXAS 77056

| | |
|---|---|
| NAME OF SUBMITTER: | Tammy Morris |
| Signature: | /Tammy Morris/ |
| Date: | 10/02/2013 |
| Total Attachments: 3<br>source=Trademark Security Agreement-Borrower#page1.tif<br>source=Trademark Security Agreement-Borrower#page2.tif<br>source=Trademark Security Agreement-Borrower#page3.tif | |

# TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is made this 1st day of October, 2013, between TRISTAR GLOBAL ENERGY SOLUTIONS, INC., a Texas corporation, having a place of business at 12600 N. Featherwood Drive, Suite 330, Houston, Texas 77034 ("Grantor") and TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking association, having a place of business at One Riverway, Suite 2100, Houston, Texas 77056 ("Lender").

WHEREAS, Grantor owns the Trademarks and Trademark Applications (herein so called) listed on Schedule A attached hereto, as the same may be amended from time to time;

WHEREAS, Grantor and Lender have entered into that certain Credit Agreement dated as of October 1, 2013, as the same may hereafter be amended, restated, modified or supplemented from time to time (the "Credit Agreement");

WHEREAS, pursuant to the terms of the Security Agreement dated as of October 1, 2013, among Grantor, Global Vapor Control, Inc., a Texas corporation, Tristar Petroserv, Inc., a Texas corporation, United Laboratories International, LLC, a Delaware limited liability company, and Lender (the "Security Agreement"), Grantor has granted to Lender a security interest in all of the Trademarks and Trademark Applications owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, or interest in or to, as collateral to secure the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Grantor does hereby grant to Lender a security interest in the following property, wherever arising or located (the "Trademark Collateral"): all of Grantor's right, title and interest in and to the Trademarks and Trademark Applications now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, interest or license to, including all proceeds and products of any and all of the foregoing.

2. Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to its security interests in the Trademark Collateral made and granted herein are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein.

*[SIGNATURE PAGE FOLLOWS]*



TRADEMARK
REEL: 005122 FRAME: 0896

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

TRISTAR GLOBAL ENERGY SOLUTIONS, INC.

By: _____
Thomas P. McQueary
President

STATE OF TEXAS )
)
COUNTY OF )

BEFORE ME, the undersigned authority, on this day personally appeared Thomas P. McQueary, President of TRISTAR GLOBAL ENERGY SOLUTIONS, INC., a Texas corporation, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 30th day of September, 2013.

Tammy T. Morris
Notary Public
My Commission Expires: 5/12/2014

Notorial Seal

TAMMY T. MORRIS
Notary Public, State of Texas
My Commission Expires 05-12-2014

# SCHEDULE A

## Trademarks [TRISTAR GLOBAL]

1. **Trademarks**

| Registered Trademarks | | | |
|---|---|---|---|
| **Country** | **Trademark** | **Registration No.** | **Registration Date** |
| NONE | | | |
| **Pending Trademark Applications** | | | |
| **Country** | **Trademark** | **Serial No.** | **Filing Date** |
| U.S. | Partial Star Design with Process Flow Arrows logo | 85919482 | 4/30/13 |
| U.S. | TriStar | 85074432 | 6/29/10 |
| U.S. | TriStar Industrial Logistics Service | 85833374 | 1/27/13 |
| U.S. | TriStar Logistics Services | 85833371 | 1/27/13 |
| U.S. | TriStar logo | 85191132 | 12/6/10 |
| U.S. | Tristar logo | 85919489 | 4/30/13 |

| Trademark Applications in Preparation | | | | |
|---|---|---|---|---|
| **Country** | **Docket No.** | **Expected Filing Date** | **Inventor(s)** | **Title** |
| NONE | | | | |