

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	11/18/2013

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Premium Oilfield Products, Ltd.		11/18/2013	LIMITED LIABILITY PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	Premium Oilfield Technologies, LLC
Street Address:	6350 W SAM HOUSTON PKWY N
Internal Address:	Suite 150
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77041
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	85788832	PREMIUM
Serial Number:	85764153	FLUID END EXPERTS
Serial Number:	78894646	PREMIUM OILFIELD SUPPLY
Serial Number:	85767840	BLUEFLAME
Serial Number:	85767385	PREMIUM OILFIELD PRODUCTS

CORRESPONDENCE DATA

Fax Number: 7132233717
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 7132261200
 Email: rjackson@lockelord.com
 Correspondent Name: LOCKE LORD LLP

CH \$140.00 85788832

Address Line 1: 600 TRAVIS
Address Line 2: SUITE 2800
Address Line 4: HOUSTON, TEXAS 77002-3095

ATTORNEY DOCKET NUMBER: 026692-00002

NAME OF SUBMITTER: Robert Jackson

Signature: /ROBERT JACKSON/

Date: 02/19/2014

Total Attachments: 3
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**NUNC PRO TUNC ASSIGNMENT OF INTELLECTUAL PROPERTY
FOR RECORDATION**

This NUNC PRO TUNC ASSIGNMENT OF INTELLECTUAL PROPERTY FOR RECORDATION("Assignment") having an effective date of November 18, 2013 ("Effective Date"), by and between Premium Oilfield Products, Ltd., a Texas limited partnership ("Assignor") and Premium Oilfield Technologies LLC, a Delaware limited liability company ("Assignee") (collectively, the Assignor and the Assignee are referred to herein as the "Parties").

WHEREAS, Assignor prior to the Effective Date owned rights to certain trademarks, trademark applications, trademark registrations, trade names, domain names, and all derivatives thereof (whether singular or plural) (hereinafter the "Marks and Names"), including the trademark registrations, applications, and domain names set forth on the attached Schedule A; and

WHEREAS in accordance with that certain Contribution Agreement having an effective date of November 1, 2013, Assignor agreed to assign all its rights in the Marks and Names to the Assignee and did assign such rights in the subsequent Assignment and Assumption Agreement and the subsequent Bill of Sale, each having an effective date of November 18, 2013;

WHEREAS, the Parties wish to memorialize for recordation purposes such sale and assignment having an effective date of the Bill of Sale, and otherwise ratify the acquisition and possession of the Marks and Names, including all goodwill related thereto, and the entire and exclusive right, title, interest in and to the Marks and Names (hereafter, collectively, the "Intellectual Property").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has hereby assigned, transferred and conveyed, or hereby ratified such, and does hereby assign, transfer and convey, or does hereby ratify such, to Assignee, its successors and assigns, the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid Intellectual Property, throughout the world, together with the goodwill of Assignor's business in connection therewith, including without limitation the full right to sue for past, present or future infringement of any of such Marks and Names, these rights to be held and enjoyed by the Assignee, its successors and assigns, as fully as the same would have been held and enjoyed by the Assignor had this assignment not been made (including but not limited to, all registration rights with respect to the Marks and Names, and the right of claiming for itself the priority of filing of applications for the registration of the Marks and Names in other countries of the world, in accordance with Article 4 of the International Paris Convention (1883), and any other applicable convention and/or treaty);


AND Assignor hereby authorizes and requests the appropriate governmental officials to issue any and all such Marks and Names or related property rights assigned hereunder, to Assignee, as the owner of the entire and exclusive right, title and interest in and to the same;

IN WITNESS WHEREOF, the Parties have executed this assignment:

Assignor:

PREMIUM OILFIELD PRODUCTS, LTD.

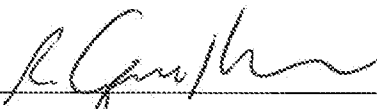
By: Premium Pump Parts, Ltd. its general partner

By: 
Name: Danny Casina
Title: President

Assignee:

PREMIUM OILFIELD TECHNOLOGIES
LLC

By: GEC Camco LLC, its sole member

By: 
Name: R. Campbell Hewell Jr.
Title: President

SCHEDULE A

Trademarks and Trademark Applications

- 1) PREMIUM trademark – Registration No. 4,371,642 – U.S.
- 2) FLUID END EXPERTS trademark – Registration No. 4,371,281 – U.S.
- 3) PREMIUM OILFIELD SUPPLY trademark – Registration No. 3,227,625 – U.S.
- 4) BLUEFLAME trademark filing receipt – Serial No. 85-767,840 – U.S.
- 5) PREMIUM OILFIELD PRODUCTS mark – Serial No. 85-767,385 – U.S.

<u>Domain names</u>	<u>Expiration Status</u>
PREMIUMMUDPUMPS.COM	10/21/15 Active
PREMIUMOILFIELD.COM	10/21/15 Active
PREMIUMOILFIELD.NET	10/21/15 Active
PREMIUMOILFIELDPRODUCTS.COM	10/21/15 Active
PREMIUMOILFIELDSUPPLY.COM	10/21/15 Active
PREMIUMOILFIELDSUPPLY.NET	10/21/15 Active
PREMIUMOILFIELDTOOLS.COM	10/21/15 Active
PREMIUMPUMPPARTS.COM	10/21/15 Active
PREMIUMPUMPPARTS.NET	10/21/15 Active
PREMIUMPUMPS.COM	10/21/15 Active